



County of Solano
Contract Review Worksheet

RECEIVED
JUN 18 2024

Solano County
CAO

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: 06/10/2024	
Contract Administrator: SAN CHESSER		4. Phone Ext: 7522	
5. Contract Attributes:	☒ Original		☐ Amendment/Change Order
☒ Expenditure ☐ Revenue	Bid/RFP Required? ☐ YES ☒ NO	Sole Source Contract? ☒ YES ☐ NO	Amendment/Change Order Number:
☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other	Bid/RFP No: Date: / / Please attach copy of Bid/RFP or justification.	Contract No: Date: / / Please attach copies of original/amendments.	
6. Description of Contract: VOA will provide housing support and case management services for clients referred by Probation Department.			
7. Name of Contractor: VOLUNTEERS OF AMERICA		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 07 / 01 / 2024 This amendment:		13. Termination Date: 06 / 30 / 2025 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 1,173,032 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 1,173,032		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
		16. Source of Funds: ☒ Fed/State Grant ☒ Fed/State Funding ☐ County Specify: AB109, PRETRIAL Fed Catalog No: State Legislation: AB/SB	
17. Fund: 900 Budget Unit: 6671/6673/6675 Sub-object: 3159		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06 / 25 / 2024			
20. Remarks Master Contract List			
21. Signature Route: Department Contract Administrator 6/10/24 Dated		 County Counsel 6/11/24 Dated CAO Analyst 6/11/24 Dated	
HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable			



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Consultant named below:
VOLUNTEERS OF AMERICA NORTHERN CALIFORNIA AND NORTHERN NEVADA, INC./ NON-PROFIT 501C-3

CONSULTANT'S NAME

BUSINESS FORM

2. The Term of this Contract is: **07/01/24 – 06/30/2025**

3. The maximum amount of this Contract is: **\$1,173,032.00**

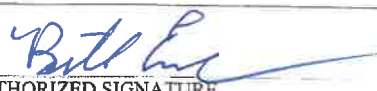
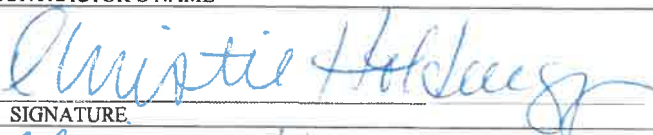
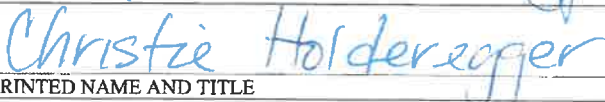
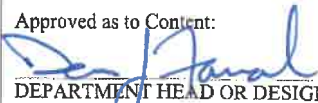
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on **July 1, 2024**.

<u>CONTRACTOR</u>	<u>COUNTY OF SOLANO</u>
VOLUNTEERS OF AMERICA NORTHERN CALIFORNIA AND NORTHERN NEVADA, INC.	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	BILL EMLEN
SIGNATURE	TITLE
	COUNTY ADMINISTRATOR
PRINTED NAME AND TITLE	675 TEXAS STREET, SUITE 6500
	ADDRESS
3434 MARCONI AVE.	FAIRFIELD CA 94533
ADDRESS	CITY STATE ZIP CODE
SACRAMENTO CA 95821	
CITY STATE ZIP CODE	Approved as to Content:
	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

- A. Provide Emergency Housing and Case Management services to clients referred by the Solano County Probation Department as directed by Solano County Probation Services Manager or designee.
- B. Provide Emergency (hotel) placements, Transitional/Interim Housing Services and Case Management services to clients referred by the Solano County Probation Department as directed by Solano County Probation Services Manager or designee.
- C. Provide Permanent Housing Services and Case Management services to clients referred by the Solano County Probation Department as directed by Solano County Probation Services Manager or designee.
- D. Assist clients referred from Solano County Probation Department with securing and maintaining Emergency, Transitional/Interim and Permanent housing. Contractor will provide services to referred clients until funding has been exhausted or the funding period expires. Intention should be placed on assisting clients find permanent housing options if possible.
- E. Within five (5) business days upon placing a client into any Emergency, Transitional/Interim, or Permanent Housing, each client will receive an individualized assessment and an Individual Service Plan identifying needs and goals specific to housing supports and stabilization services such as income and eligibility verifications, application preparation, and coordination with employment service programs. Appropriate referrals to community resources for the clients will be provided. Securing housing will take precedence.
- F. Contractor shall communicate to client the length of stay in Emergency and Transitional/Interim Housing will be reviewed every 30 days with the goal of assisting client gain Permanent Housing. Client should be assessed every 30 days while in Emergency and Transitional/Interim Housing status to identify possible ongoing barriers preventing client from gaining Permanent Housing. Any barriers unable to be resolved shall be communicated during Monthly Case Conferencing with Solano County Probation staff.
- G. Clients will receive ongoing housing support for all housing needs. Services can include, but are not limited to, referral to shelter, funding for emergency housing, first and last month's rent, deposits, ongoing monthly rent if needed, and utility payments or other financial barrier preventing emergency or permanent housing needs or access.
- H. Contractor shall provide a monthly report to include number of clients referred by Solano County Probation Department; number of clients assessed; and number of clients housed in Emergency Housing, Transitional/Interim Housing and Permanent Housing.

- I. Contractor's mission includes ensuring access to healthcare, so an in-kind component of this contract includes availability of a healthcare assessment and referrals for other medical providers.
- J. Clients in need of food assistance will have access to food from contractor's food closet or a referral to the Food Bank.
- K. Monthly Case Conferencing with Solano County staff will be conducted to give updates for each individual client referred.
- L. Provide staffing that meets the needs of the contract and based on referral volume, initially to be 1 FTE Program Manager, 2 FTE Case Managers, and (.5 FTE) Part-Time Bilingual Case Manager/Housing Specialist. All staff will be available to assist clients referred from Probation, PreTrial and Mental Health Diversion programs.
- M. Coordinate with Probation Department staff to ensure all data and reporting requirements are met for each funder.

II. COUNTY WILL BE RESPONSIBLE FOR:

- A. Provide referrals to Contractor for clients who fall under the Emergency, Transitional/Interim, Permanent Housing Program.
- B. Assist with communication with the client needing the services.
- C. Assist in barrier removal activities, such as transportation to meetings, as needed to ensure the client is successfully connected with the Contractor's case manager/housing navigator.
- D. Assigning the Department's Probation Services Manager, or designee, as the point of contact for programmatic and contractual communications.
- E. Providing technical assistance to ensure that the service provided matches the funding stream and requirements.

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

- A. Maximum compensation for consultant services **shall not exceed \$1,173,032.00.** Compensation shall include payment for services listed in Exhibit A.
- B. The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of days that shall be required.

2. METHOD OF PAYMENT

- A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2 and incorporated by this reference, pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above. A sample invoice for claims is included in 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. In addition, Contractor's failure to provide required monthly reports may result in payments being withheld until items are received.

ATTACHMENT B-2	
VOLUNTEERS OF AMERICA	
BUDGET 2024-25	
SALARIES AND BENEFITS	
Program Manager 1 FTE	88,000.00
Case Manager 2 FTE	120,640.00
Landlord Liason .5FTE	30,160.00
Benefits 31%	74,028.00
Total Salaries and Benefits	312,828.00
Housing Relocation & Stabilization Services	
Employee Travel/Mileage	18,000.00
Employee Training	2,000.00
General Office (i.e, supplies, insurance,	45,000.00
Equipment(Computers, copiers, service)	1,800.00
Admin Allocation - 15%	153,004.00
Security Deposits Transitional	108,000.00
Rental Monthly Payments Transitional	270,000.00
Security Deposits Permanent	90,000.00
Rental Monthly Payments Permanent	72,000.00
Rental Aps, Move in Fees	3,000.00
Landlord Incentive, Damage Fund	45,000.00
Emergency Housing - Hotels	20,000.00
Client Assistance	30,000.00
Client Transportation	2,400.00
Total Housing Relocation & Stabilization Services	860,204.00
Grand Total (Staffing/Benefits + Housing Relocation & Stabilization Services)	1,173,032.00

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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. 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.

5. 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.

6. INSURANCE

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

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

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

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

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations,
products and completed
operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full |
|----------------------|--------------------|--|

replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 06 / 03 / 2024	
3. Contract Administrator: SAN CHESSER		4. Phone Ext: 7522	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Original Bid/RFP Required? ☒ YES ☐ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: 952-1101-24 Date: / / Please attach copy of Bid/RFP or justification.	
		☒ Amendment/Change Order Amendment/Change Order Number: Contract No: Date: Please attach copies of original/amendments.	
6. Description of Contract: Provides forensic urinalysis and illegal substances drug screening services for Probation clients.			
7. Name of Contractor: TECHNICAL RESOURCE MANAGEMENT, LLC DBA CORDANT HEALTH SOLUTIONS		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above. H&SS			
12. Effective Date: Original Contract: 07 / 01 / 2014 This amendment:		13. Termination Date: 06 / 30 / 2027 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 750,000 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 750,000		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
		16. Source of Funds: ☒ Fed/State Grant ☐ Fed/State Funding ☒ County Specify: Fed Catalog No: State Legislation: SB678 AB109	
17. Fund: 900 Budget Unit: 6674/ 6678/ 6690 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06 / 25 / 2024			
20. Remarks Master Contract List			
21. Signature Rater Department Contract Administrator		 County Counsel	
Dated 6/3/24		Dated 6/3/24	
HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		 CAO Analyst	
Dated		Dated 6/19/24	



County of Solano Standard Contract

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

Technical Resource Management, LLC dba Cordant Health Solutions

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2024 through June 30, 2027

3. The maximum amount of this Contract is:

\$750,000.00

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 Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The Contract was made on July 1, 2024.

CONTRACTOR	COUNTY OF SOLANO
Technical Resource Management dba Cordant Health Solutions	 6/26/24
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE DATED
 5/30/24	BILL EMLEN
SIGNATURE DATED	COUNTY ADMINISTRATOR
Amanda Gibbs	TITLE
PRINTED NAME	675 TEXAS STREET, SUITE 6500
Chief Operating Officer	ADDRESS
TITLE	FAIRFIELD CA 94533
1760 E. Route 66, Suite 1	CITY STATE ZIP CODE
ADDRESS	Approved as to Content:
Flagstaff AZ 86004	
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Provide County with forensic urinalysis drug screening services of specimens from adult and juvenile probationers and other offenders receiving County supervision services (Clients) for the detection of illegal substances.
 - A. Initial Drug Screen
 - (1) Initial Lab Screen. Contractor shall perform the initial immunoassay drug screen at the Contractor's lab located in Flagstaff, AZ utilizing one of the following screening methods: EMIT (Enzyme-Multiplied Immunoassay Technique), EIA (Enzyme Immunoassay), CEDIA (Cloned Enzyme Donor Immunoassay), or ELISA (Enzyme-Linked Immunosorbent Assay) methods.
 - (2) Standard 6-Panel Drug Screen. Contractor shall perform a standard 6-panel drug screen on each Client reporting to be tested. The standard 6-panel screen will test for Amphetamines/Methamphetamines, Marijuana (THC) metabolite, Cocaine, Opiates, Ethyl glucuronide (ETG), and Fentanyl.
 - (3) Test for Other Drugs. As directed by County, Contractor shall perform an additional screen for one or more of the following: Benzodiazepine, Barbiturates, Methadone, Phencyclidine, Propoxyphene, and/or other agreed upon substances.
 - (4) Positive Determination. Contractor shall employ industry standard concentration cutoff levels to determine whether specimen is positive or negative for a specific drug or class of drugs. The concentration cutoff levels are incorporated by this reference and attached as Attachment A-1.
 - (5) Validity Testing. Contractor shall perform a creatinine test on all specimens tested, as well as a basic adulteration check (any specimen abnormalities will be noted on the test result report). If the creatinine level is less than 5 mg/dL, a specific gravity test will automatically be run. At the request of the County, Contractor will perform an extended adulteration check which includes oxidants, specific gravity, and pH.
 - B. Optional Oral Fluid Lab Testing. If directed by the County, Contractor will use an oral fluid collection device and submit the specimen for lab-based testing utilizing EIA (Enzyme Immunoassay) methods.
 - C. Confirmation Testing
 - (1) Liquid Chromatography/Tandem Mass Spectrometry. Contractor shall use Liquid Chromatography/ Tandem Mass Spectrometry (LC/MS/MS) technology and equipment, set at industry standard concentration cutoff levels, to perform a confirmation test on all initial positives.
 - (2) Positive Determination. Contractor shall employ industry standard concentration cutoff levels to determine whether initial positive is confirmed for a specific drug. The concentration cutoff levels are incorporated by this reference and attached as Attachment A-1.
2. Perform specimen collection services at the Fairfield Probation, Youth Achievement Center and Vallejo Probation sites listed below:
 - A. Solano County Probation (Main), 475 Union Avenue, Fairfield, CA 94533

B. Youth Achievement Center, 709 Beck Avenue, Fairfield, CA 94533

C. Solano County Probation, 321 Tuolumne Street, 2nd Floor, Vallejo, CA 94590

3. Staffing

A. Given the requirement of same gender observation and collection for urine specimens, Contractor shall provide male and female employees to cover the hours mutually agreed upon by Contractor and Department. Male collectors shall be available 42.5 hours a week and female collectors shall also be available 35.5 hours a week. In the event that a same sex collector is not available, Cordant will perform an oral fluid collection as an alternative. If an oral fluid collection is performed in this situation, the cost of the test will be the same as a urine test.

B. Service Days and Hours

(1) Contractor shall primarily provide service weekdays and possibly weekends, excluding County holidays, during mutually agreed upon open testing hours. Contractor shall determine employee start and end times allowing ample time for preparation and closing procedures. Periodically, Contractor may be requested to provide service weekends to assist County in eliminating perceived "safe periods" to use drugs.

(2) Department shall notify Contractor one month in advance the scheduled testing days and hours.

C. Emergencies and Leave

(1) In the event emergencies arise (e.g., sickness), Contractor shall immediately notify Supervising Deputy Probation Officer or designee and make every effort to provide service, including sending replacement personnel. In addition, Contractor shall schedule replacement personnel to accommodate employee leave requests (e.g., medical/dental/eye appointments, vacation leave, etc.) and notify Supervising Deputy Probation Officer of the change at least three business days preceding the leave event or as time allows.

4. Complete documented chain-of-custody forms from point of collection until the disposal of specimen for each positive specimen. An electronic chain of custody (COC) form will be printed from Sentry for each specimen collection. Client demographic information and account information is pre-populated on the COC form. The collector and client will sign the COC form, the collector will mark on the COC form that the specimen was directly observed and if the temperature was within the acceptable range. The client will initial and date the security seal once it has been affixed to the specimen vial. The peel-off security seal, which is placed over the specimen vial, has a barcode on it that matches the barcode on the COC form. The bottom portion of the Sentry COC form provides a perforated tear-off receipt that can be given to the client as a record of the collection. The specimen and fully completed COC form will then be placed in the individual specimen bag and then placed in the larger transport bag to be picked-up by FedEx for overnight delivery to Cordant.
5. Transport specimens from all County collection sites to Contractor laboratory by use of an overnight delivery common carrier (e.g., FedEx) as follows:

- Fairfield: M,W,F
 - Vallejo: M,TH
 - Youth Achievement Center: W, F
 - Juvenile Detention Facility: M,Th
- A. The transport bag or box will have a pre-paid label attached to it that is addressed to Contractor. Each label has a unique number associated with it for tracking purposes. In the event a specimen collection is performed after FedEx has arrived, those specimens will be included in the pick-up on the next business day.
6. Communicate all test results to County through mutually satisfactory methods for the exchange of information.
- A. Presumptive Results
- (1) Negative. All negative results from lab based testing will be available in the web based system (Sentry) within 24 to 48 hours from receipt of the specimen in the lab.
 - (2) Positive. Presumptive positive results that are tested in the lab will automatically be confirmed via LC/MS/MS.
- B. Contractor shall report confirmation results from LC/MS/MS confirmatory testing of initial positives within 48 to 72 hours of screening tests. Results will be posted to the web-based system (Sentry). Notifications will be set-up within Sentry to automatically send e-mail alerts to the appropriate County personnel for positive test results.
- C. Contractor's web-based system (Sentry) will provide alerts regarding abnormal results, collection violations via email and in-application alerts.
- D. Contractor shall provide and/or make available through an online web-based method, standard and limited customized reports from its Laboratory Information Management System (LIMS) and web-based system (Sentry). Standard reports include, but are not limited to, Client demographics, result summary, detail listing of drugs tested, cutoffs and results, statistical, correlation, and trend reports, random selection reports, caseload reports on entire caseloads or at the group level, complete client compliance reports, and audit logs. Contractor shall consider all County requests for customization; however, customization shall be at the Contractor's discretion.
- E. All results shall be noted individually as positive or negative.
- F. Contractor's web-based system (Sentry) shall simultaneously and automatically make available results to various authorized parties.
- G. Interface with eProbation:
Contractor to work with County to create a bi-directional interface between Sentry and eProbation. This will enable data that is input in Sentry to synchronize into the data fields in eProbation. This will also enable a client setup in eProbation to synchronize into data fields in Sentry.
7. Provide all drug screening products necessary in the performance of Contractor's responsibilities including, but not limited to, urine collection cups, chain of custody forms, shipping supplies, and miscellaneous supplies. Contractor will provide a printer for printing the electronic chain of custody forms.
8. In response to court orders, subpoenas, or County requests, Contractor shall appear in court to provide expert and/or foundation testimony. Court orders, subpoenas, or County requests must be received by Contractor a minimum of two (2) weeks prior to the date the information or

testimony is needed. Contractor's litigation support services require a confirmed positive result. Collection staff, courier, and laboratory director may be needed for chain-of-custody and evidence matters; while chemists and the laboratory director may be needed for analysis and interpretation of result matters. With court approval, Contractor may satisfy this provision through video or tele-conference testimony or by receipt of sworn deposition or affidavit.

9. Contractor's response to County's Request for Proposals for Drug Screening Services (RFP# 952-1101-24) is incorporated by this reference and made a part of this Agreement. Contractor shall be responsible for all duties included in its response not otherwise listed in Exhibits A or D.

II. County shall be responsible for the following:

1. Establish service locations and days and hours of service required. Probation shall notify Contractor in writing of any changes related to service hours or days required within fifteen (15) days of scheduled change, provided that any change in hours does not increase aggregate hours agreed to and change in days does not create staffing conflicts. In addition, Probation shall notify Contractor in writing of any changes related to service locations one (1) month prior to relocation.
2. Provide Contractor with closed restrooms to perform urine catch services. In addition, County shall schedule and assume responsibility for any required maintenance related to the restrooms.
3. Provide Contractor with a secured office, including office furniture and a computer, to complete paperwork, maintain inventory of drug testing materials, and safeguard urine specimens.
4. Observe, collect, package, and secure urine specimens from Clients during non test hours (e.g., DPO tests client during appointment) or locations (e.g., Juvenile Detention Facility, field tests, etc.).
5. Notify Contractor if Contractor's on-site employees do not show within one (1) hour subsequent to start time.
6. Assist Contractor in urine collection process when Client's behavior represents it and/or when Client needs language interpreter services.
7. Provide Contractor with a list of County holidays.
8. Provide Contractor with building evacuation plans for the Fairfield, Youth Achievement Center, Juvenile Detention Facility and Vallejo offices.
9. Designate a County representative to exercise final approval for all items where County approval is required.

DRUG CUTOFF CONCENTRATION LEVELS

Flagstaff Lab Urine Testing Menu

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Amphetamines/Methamphetamine	1000 ng/mL	EMIT	250/500 ng/mL	LC-MS/MS
Methamphetamine (D/L)	n/a	n/a	20%	Send out GC/MS
MDMA	500 ng/mL	EIA	250 ng/mL	LC-MS/MS
Barbiturates	300 ng/mL	EMIT	300 ng/mL	LC-MS/MS
Opiates-300	300 ng/mL	EMIT	300 ng/mL	LC-MS/MS
Opiates-2000	2000 ng/mL	EMIT	2000 ng/mL	LC-MS/MS
Oxycodone	300 ng/mL	EIA	300 ng/mL	LC-MS/MS
Heroin metabolite (6-AM)	10 ng/mL	EMIT	10 ng/mL	LC-MS/MS
Cannabinoids	50 ng/mL	EMIT	15 ng/mL	LC-MS/MS
Cocaine	300 ng/mL	EMIT	150 ng/mL	LC-MS/MS
Benzodiazepines	300 ng/mL	EMIT	100 ng/mL	LC-MS/MS
Methadone	300 ng/mL	EMIT	300 ng/mL	LC-MS/MS
Propoxyphene	300 ng/mL	EMIT	300 ng/mL	Send out LC-MS/MS
Phencyclidine	25 ng/mL	EMIT	25 ng/mL	LC-MS/MS
LSD	0.5 ng/mL	ELISA	0.1 ng/mL	Send out LC-MS/MS
Methaqualone	300 ng/mL	EIA	300 ng/mL	Send out LC-MS/MS
Gabapentin	1000 ng/mL	EIA	500 ng/mL	LC-MS/MS
TCA-Tricyclic Antidepressants	300 ng/mL	EMIT	25 ng/mL	Send out LC-MS/MS
Ketamine	100 ng/mL	EIA	100 ng/mL	Send out LC-MS/MS
Meperidine	200 ng/mL	EIA	100 ng/mL	Send out LC-MS/MS
Tramadol	200 ng/mL	EIA	100 ng/mL	LC-MS/MS
Buprenorphine	5 ng/mL	EIA	5 ng/mL	LC-MS/MS
Zolpidem	20 ng/mL	EIA	10 ng/mL	LC-MS/MS
Fentanyl	2 ng/mL	EIA	1 ng/mL	LC-MS/MS
Carisoprodol	100 ng/mL	EIA	100 ng/mL	LC-MS/MS
Ethyl Glucuronide	500 ng/mL	EIA	500 ng/mL	LC-MS/MS
Rohypnol	300 ng/mL	EMIT	100 ng/mL	Send out LC-MS/MS
Cotinine	500 ng/mL	ELISA	2.5ng/mL	Send out LC-MS/MS
Ethanol	0.02%	EA	0.02%	GCFID
pH	Normal/abnormal	pH Meter	n/a	n/a
General Oxidants	50 ug/mL	EA	n/a	n/a
Creatinine	20.0 mg/dL	EA	n/a	n/a
Glucose	Absent/Present	EA	n/a	n/a
Uric Acid	Normal/abnormal	EA	n/a	n/a
Specific Gravity	Normal/abnormal	EA	n/a	n/a
Dextromethorphan	25 ng/mL	ELISA	2.5ng/mL	Send out LC-MS/MS
Spice - JWH018 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - JWH072 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - JWH073 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5-F ADB M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AKB48 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AM2201 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAM2201 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - UR144 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - UR144 PYRO M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5F-PB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Spice - PB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-CHMINACA M2	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-CHMINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-FUBINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-FUBINACA M3	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - AB-PINACA PA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAB-CHMINACA M2	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - ADBICA NPA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - ADB-PINACA PA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MAB-CHMINACA M11	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - XLR11 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - BB-22 M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - 5F-AMB M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Spice - MDMB-FUBINACA M	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Kratom-Mitragynine	Present/Not Present	LC-MS/MS	Presence confirmed	LC-MS/MS
Designer Stimulants-MDPV	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants-Mephedrone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants-Cathinone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants-Methcathinone	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS
Designer Stimulants-Alpha-PVP	25 ng/mL	LC-MS/MS	25 ng/mL	LC-MS/MS

Flagstaff Lab Oral Fluid Testing Menu

Description	Screen Cut Off	Method of Analysis	Confirmation Cut Off	Method of Analysis
Amphetamine/Methamphetamine	50 ng/mL	EIA	10 ng/mL	LC-MS/MS
Methamphetamine (D/L)	n/a	n/a	20%	Send out LC-MS/MS
MDA/MDMA/MDEA	n/a	n/a	10 ng/mL	LC-MS/MS
Ecstasy	50 ng/mL	EIA	n/a	n/a
Barbiturates	50 ng/mL	ELISA	20 ng/mL	Send out LC-MS/MS
Buprenorphine	5 ng/mL	EIA	2.5 ng/mL	Send out LC-MS/MS
Opiates	40 ng/mL	EIA	10 ng/mL	LC-MS/MS
Cannabinoids	4 ng/mL	EIA	1.0 ng/mL	LC-MS/MS
Cocaine	20 ng/mL	EIA	4 ng/mL	LC-MS/MS
Benzodiazepines	20 ng/mL	EIA	1 ng/mL	Send out LC-MS/MS
Methadone	50 ng/mL	EIA	10 ng/mL	LC-MS/MS
Oxycodone	40 ng/mL	EIA	10 ng/mL	LC-MS/MS
Propoxyphene	40 ng/mL	ELISA	4 ng/mL	Send out LC-MS/MS
Phencyclidine	10 ng/mL	EIA	4 ng/mL	LC-MS/MS
Ethanol	0.02%	EA	0.02%	GCFID
Cotinine	n/a	n/a	2.5 ng/mL	Send out LC-MS/MS
Spice	2 ng/mL	Send out LC-MS/MS	n/a	n/a
ETS Only	2.5 ng/mL	Send out LC-MS/MS	n/a	n/a

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum compensation for drug screening services **shall not exceed \$750,000**. Compensation shall include payment for services rendered in accordance with Exhibit A payable in arrears for fees incurred, plus reasonable travel expenses (e.g., airfare, lodging, car rental and food).

The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of tests that shall be required.

2. CALCULATION OF PER INITIAL DRUG SCREEN AND CONFIRMATION TEST PRICES

Contractor shall reveal to County the breakdown of the per drug screen service price submitted in Contractor's response to RFP 952-1101-24, including but not limited to labor cost, supplies expense, transport expense, equipment cost, and administrative cost.

3. SALES TAX

Contractor shall be responsible for timely payment of all applicable state and local sales taxes, on the County's behalf, to the California State Board of Equalization. Contractor shall provide County with a copy of sales tax form submitted within ten (10) days of submission. In the event of a change in the sales tax rate, the weekly invoice shall reflect the changed rate.

4. TRAVEL EXPENSE

Reimbursement for lodging, meals and incidental travel expenses shall equal the applicable County per diem rates in effect at the time of travel.

5. PENALTY

Contractor shall credit monthly invoice for the testing fees associated with a specimen for each instance Contractor breached the chain-of-custody procedures that result in a "fatal flaw" in a court of law. The "fatal flaws" that apply to this provision are: missing donor signature or initials, chain of custody form and specimen seal do not match, specimen seal is broken, misapplied seal or missing seal, and no identification on the seal.

6. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2 and incorporated by this reference, pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above.

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

7. PRICING

The payment rates enumerated in Attachment B-2 are firm for the initial contract period, July 1, 2024 through June 30, 2027, and are not subject to escalation for any reason unless amended.

8. PRICING ADJUSTMENT

If the Contractor cannot provide replacement personnel to cover an employee's absence and oral fluid panels must be utilized for opposite sex collection, those oral fluid panels will be priced out at the urine panel rate.

ATTACHMENT B-2

PRICING

Service	FY24-25 Per Unit Cost
<i>Urine Testing Options:</i>	
5-Drug Panel (includes: Amphetamines/Methamphetamines, Marijuana (THC), Cocaine, Opiates, and Ethyl glucuronide (ETG))	\$7.35 per sample
6-Drug Panel (includes: Amphetamines/Methamphetamines, Marijuana (THC), Cocaine, Opiates, Fentanyl, and Ethyl glucuronide (ETG))	\$9.45 per sample
Per Additional <u>Standard</u> Drug added to 5-drug panel (includes: Ethanol Alcohol, Benzodiazepines, Barbiturates, Methadone, Methaqualone, Phencyclidine, Propoxyphene, and Oxycodone)	\$0.25 per drug
Per Additional <u>Specialty</u> Drug added to 5-drug panel (includes: Buprenorphine, 6-AM, and Ecstasy)	\$1.10 per drug
Per Additional <u>Specialty</u> Drug added to 5-drug panel (includes: Tramadol, Fentanyl, Soma)	\$2.10 per drug
Stand-alone EtG Alcohol test	\$6.70 per test
Confirmation of positive screens (standard drugs)	\$15.00 per drug class
Confirmation of positive screens (specialty drugs)	\$16.00 per drug class
Spice Panel – Screen	\$15.00 per test
Spice Panel – Confirmation (<i>note: positive Spice screens will be automatically confirmed</i>)	\$16.00 per test
Enhanced Adulteration Panel	\$3.50 per test
Extended Fentanyl Panel (confirmation only)	\$45.00 per test
Xylazine (confirmation only)	\$52.00 per test
<i>Oral Fluid Testing Options:</i>	
4-drug panel (Amphetamines/Methamphetamines, Marijuana (THC), Cocaine, and Opiates)	\$11.75 per test
4-drug panel plus alcohol	\$12.25 per test
Per Additional <u>Standard</u> Drug added to 4-drug panel (includes: Benzodiazepines, Barbiturates, Methadone, Phencyclidine, Propoxyphene, and Oxycodone)	\$0.75 per drug
Per Additional <u>Specialty</u> Drug added to 4-drug panel (includes: Buprenorphine and Ecstasy)	\$2.00 per drug
Per Additional <u>Specialty</u> Drug added to 4-drug panel (fentanyl)	\$2.00 per drug
Oral Fluid Confirmation (includes: Amphetamines/Methamphetamines, Marijuana (THC), Cocaine, Opiates, Ecstasy, Methadone, and PCP)	\$17.00 per drug
Oral Fluid Confirmation (includes: Barbiturates)	\$32.00 per drug
Oral Fluid Specialty Confirmation (Benzodiazepines, Propoxyphene, Oxycodone, Buprenorphine, Fentanyl)	\$18.00 per drug
<i>Urine Quick Test Options:</i>	
HE Dip 254pr 5 DrugConfirm 5 Panel Dip Test:	\$1.65 per dip

AMP1000/COC300/mAMP1000/MOP2000/THC50	
HE Dip 254pr 5 DrugConfirm 5 Panel Dip Test: AMP1000/COC300/mAMP1000/MOP2000/THC50	\$1.00 per dip
HE Cup 254pr 5 DrugConfirm 5 Panel Clicker Cup Test: AMP1000/COC300/mAMP1000/MOP2000/THC50	\$3.50 per cup
Lab confirmation of positive quick tests	\$18.00 per drug
<i>Oral Fluid Quick Test Options:</i>	
HE Oral 254ipr 5 SalivaConfirm 5 Panel Oral Fluid Test Device F with Saturation Indicator: AMP50/COC20/MET50/OPI40/THC12	\$4.75 per swab
WO Strip Alcohol_Saliva2 1 Alcohol Saliva Strip 0.02 g/dL	\$7.15 per swab
Lab confirmation of positive oral fluid quick tests (another oral fluid sample must be collected)	\$27.00
<i>Hair Testing:</i>	
H8P Cocaine, opiates, methamphetamine, phencyclidine, & marijuana, oxycodone, oxymorphone, hydrocodone, and hydromorphone, and fentanyl	\$96.88 per test
<i>Other Services:</i>	
Vendor Observed Collection Fee/Supplies/Collector Fee	\$37.35/hour
Affidavit	\$25.00 per affidavit
Litigation Packet	\$75.00 per packet
In person court testimony	\$150 per hour plus travel costs
Tele conference testimony (telephonic or video conferencing)	No charge

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

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 the Contract.

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

C. **Minimum Limits of Insurance**

Contractor must maintain limits no less than:

- | | | |
|--|---|--|
| (1) General Liability:
(Including operations,
products and completed
operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. 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. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. **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.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insured 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 equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

G. 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.

H. 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.

I. Verification of Coverage

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all time faithfully, industriously and to the best of his/her/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, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

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

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

10. INDEMNIFICATION

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

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or a claim 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 by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

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

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

(1) Establish and maintain a system of accounts that complies with generally accepted accounting principles;

(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. Contractor represents that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:		http://www.whitehouse.gov/omb/grants_circulars
• Code of Federal Regulations:		http://www.gpoaccess.gov/CFR

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

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 the client, Contractor shall not disclose any confidential information to anyone other than the State 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.

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

(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 part 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 provision of this Contract.

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 resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its 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 their own contract with Contractor, as well as providing for their 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 government agency any documentation relating this Contract or its implementation. Any government 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 government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

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

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

36. EXECUTION IN COUNTERPARTS

This Agreement 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 transmission or 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 ".pdf" 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. ADDITIONAL CONTRACTOR REQUIREMENTS

A. Specimen Storage and Retention

- (1) On-Site Storage. Contractor shall provide a locked, tamper evident container to house collected specimens until transport occurs.
- (2) Positive Samples. Contractor shall store all presumptive positive samples received by Contractor's laboratory in a temporary refrigerated storage area until the sample can be confirmed and confirmed positive samples shall be stored in a locked freezer for a minimum of one year.
- (3) Negative Samples. Contractor shall dispose negative samples tested at the Laboratory after seven (7) days. Contractor shall immediately dispose of all instant-read negative samples, unless Contractor suspects sample has been adulterated or diluted in which case Contractor shall send "negative" sample to Contractor's laboratory for further analysis.
- (4) Disposal. Contractor shall properly dispose of all testing materials and specimens in accordance with policy and procedures established by County and all applicable laws and regulations.

B. Records

Contractor shall keep complete and accurate records and maintain all records in its Laboratory Information Management System (LIMS).

- (1) Retention. Contractor shall retain all records for the greater of a period equal to the current statute of limitations or five years after termination or expiration of the Contract.

C. Confidentiality of Records

- (1) Standards. Contractor shall maintain strict standards of confidentiality of records in accordance with the law and ethical standards and shall take all necessary steps to safeguard the confidentiality of such material or information. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the County or acquired by the Contractor on behalf of the County shall be regarded as confidential.
- (2) Limitations. Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the County to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the County's information; or, disclosed by the County to others without restrictions against disclosure.
- (3) Fulfillment. Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the County's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.
- (4) Survival. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

D. Emergency Plan

Assist County in updating its emergency plan for continued drug screening services in the event of an unusual occurrence (e.g., concerted labor actions including strikes, riots, extended power failures or equipment breakdowns) or natural disaster (e.g., earthquake, flood, or fire). It cannot be assumed that Contractor will be expected to provide services under any circumstances as the severity of the disruption/emergency may make service impossible. The plan will undergo annual review.

E. Professional Attire

Contractor shall establish appropriate professional attire standards commensurate with industry standards, as well as County Attire Policy, and Contractor on-site personnel shall comply with those standards at all times while on duty.

F. County Policy and Procedures

Contractor shall adhere to all applicable County policies and procedures including but not limited to drug screen service, security, and health and safety standards.

2. ADDITIONAL CONTRACTOR WARRANTIES

A. Conditions of Employment

- (1) Criminal Background Check. Contractor represents that its employees have completed and passed a pre-employment criminal background check, including being fingerprinted, and that employees have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude. At County's expense and choice of location, Contractor employees may be required to complete a live-scan criminal background check with both County and Contractor named as recipients of any updates.
- (2) Physical. Contractor represents that its employees receive appropriate immunizations and screenings as required by law. Contractor further represents that its employees have no physical limitations which would prevent the employee from performing their duties.

B. Notification Concerning Employees

- (1) Arrest or Criminal Investigation. Contractor represents it shall notify County immediately when a Contractor employee is arrested or is under criminal investigation, but in no event less than twenty-four hours after Contractor's knowledge of arrest or investigation.
- (2) Employee Change. Contractor represents it shall notify County immediately of any pending Contractor employee transfer or removal, but in no event less than forty-eight hours after Contractor's decision to transfer or terminate employee. The County reserves the right to reject any employee candidate without cause.

C. Licensure and Certification

- (1) Laboratory. Contractor's laboratory is accredited by the College of American Pathologists' Forensic Drug Testing Accreditation Program and the Clinical Laboratory Improvement Act of 1988 by the Centers for Medicare and Medicaid Services. Contractor represents that it shall maintain certification or accreditation throughout the term of this Contract equal to certification or accreditation at the time of award.
- (2) Personnel. Should Contractor employ licensed or certified employees, Contractor represents that its licensed or certified employees are in good standing with their respective licensing/certification boards and associations. Copies of appropriate credentials shall be on file with Contractor where they are available for review. Contractor shall periodically review employee credentials and require updated copies to ensure credentials on file remain current.

D. California Law and Confidentiality Specific to Probationers

Contractor represents that Contractor is knowledgeable of the Code sections listed below related to confidentiality of records.

Code	Section	Relation
Penal Code	1203.5, 1203.10	reports
	11105 et seq, 13300 et seq	criminal offender records

	502	misuse of computer systems
Welfare & Institutions Code	827	juvenile court / CPS records
	5328	mental health records
	10850, 17006	public social services
Civil Code	56	medical records
Health & Safety Code	11977, 42USC section 290dd 42CFR section 2.12 et seq	drug treatment records
Evidence Code	1012 et seq	psychological records
	1040 et seq	official information

E. Specimen Collection

Contractor represents that collection protocols shall adhere to the Observed Collection Procedure attached to this Contract as Attachment D-3 and incorporated by this reference.

F. Facility Rules and Regulations

Contractor represents that its on-site employees have read and understand County policy and procedures related to the Facility and agree to abide by all applicable rules and regulations.

3. SPECIAL RESPONSIBILITIES OF CONTRACTOR

A. Licenses, Permits and Fees

- (1) Business License. Contractor shall secure, and maintain throughout the term of this Contract, a business license, if required, in accordance with the laws of this State, including applicable provisions in the California Business and Professions Code.
- (2) Other Licenses and Permits. Contractor shall secure, and maintain throughout the term of this Contract, all other federal, state, and local licenses, permits, approvals, certificates, waivers, and exemptions necessary for drug screening services covering Contractor and each of Contractor's business locations.
- (3) Fees. Contractor is financially responsible for all fees associated with the aforementioned licenses and permits.

B. On-site Inventory

Contractor shall purchase and maintain, at each location, instant-read drug screen devices, mailing containers, and miscellaneous supplies in quantities to support normal operations of services under this Contract. Contractor shall conduct periodic inventories as part of ordering process and for identification of expired supplies.

C. Quality Control

- (1) Internal. Contractor shall maintain a Quality Improvement Plan designed to identify and correct deficiencies throughout the laboratory process as required by certifying agencies. Contractor shall continue to maintain a Quality Control Department to monitor procedures and control activities. Contractor's Quality Control Officers shall facilitate periodic Quality Improvement Employee Meetings to disseminate information and solicit suggestions to resolve issues.
- (2) External. Contractor's laboratory undergoes annual reviews and audits performed by in accordance with the guidelines set forth by the College of American Pathologists. In the event of findings, Contractor shall prepare and carry out an appropriate corrective action plan.

D. Communication

- (1) Contractor Personnel. Contractor shall communicate applicable drug screen policy and

procedures and other information to Contractor employees through use of training materials via classroom instruction or self-study CD and online, interactive web topics.

- (2) County Staff. Contractor shall communicate applicable drug screen procedures to County staff through use of training materials via classroom instruction, or self-study CD and online, interactive web topics. Additionally, Contractor shall communicate information through use of a phone hotline and e-mail messages.

E. Equipment

Contractor shall maintain an equipment maintenance log for all Contractor laboratory equipment and perform all necessary maintenance and calibration procedures.

F. Hazardous Waste

Establish and maintain a log of hazardous materials to comply with all laws, regulations and industry standards related to the use, storage, and handling of such hazardous materials or substances.

4. **ADDITIONAL INSURANCE**

- A. Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Agreement in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than three (3) years following the completion of work under this Agreement.

5. **LICENSURE**

Notwithstanding section 3.A. above, County shall secure and pay for all federal, state and local licenses, permits and fees required for drug screening operations associated with County-owned locations.

6. **OWNERSHIP OF DRUG SCREENING PRODUCTS**

All instant-read drug screen devices, containers, and miscellaneous supplies purchased by Contractor shall remain the property of Contractor.

7. **CONTRACT MONITORING**

County and Contractor shall meet quarterly, in-person or via video conferencing, on mutually agreed upon dates and times, to review services provided in relation to scope of Contract including status of County goals and objectives, review monthly reports, and resolve any operational issues.

8. **INGRESS AND EGRESS**

Contractor employees shall enter and exit all County facilities through the front lobby door and may be required to pass through the County's walk-through metal detectors upon entering.

9. **CLEARANCE REQUIREMENTS**

- A. Upon requesting entrance into the County facility or anytime they are within the security perimeter of the facility, Contractor employees will be subject to search of their person and/or their personal belongings.
- B. While inside the facility, Contractor employees must wear authorized identification badges that include an employee photo in a visible manner. Employees who fail to display their ID badge may be denied access to the facility.
- C. Contractor employees that are suspected of being under the influence of alcoholic beverages or drugs will be denied access to the facility.
- D. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, or drugs.

10. EMERGENCY AUTHORITY

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

11. REPORT ACCIDENTS AND UNSAFE CONDITIONS

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

12. PUBLIC STATEMENTS

Contractor shall refrain from making public statements related to County's drug screen service program without first consulting with County. County shall initiate all press releases.

13. CERTIFICATIONS AND ASSERTIONS

A. Child/Adult Abuse

Contractor shall execute the form attached as Attachment D-1 to certify that Contractor has read and understand the requirements of California Penal Code section 11166.

B. Communication and Interpersonal Relations with Inmates

Contractor shall require each employee and volunteer performing services execute the form attached as Attachment D-2 to certify that they have read and understand the policy set forth by the County.

14. DEPARTMENT CLOSURE

Should it be necessary for County to discontinue operations of the Solano County Probation Department for any reason, this Contract shall become null and void.

15. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT

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

16. PROPERTY INSURANCE, DAMAGE AND REPLACEMENT

Except for damage arising out of Contractor's gross negligence, County assumes all liability for County equipment under Contractor's use and control during its performance under this contract. County equipment is covered under the County's self-insurance plan. In the event that property damage arose from Contractor's gross negligence, Contractor shall assume all financial liability for the aforementioned County equipment. Contractor's liability shall be limited to the lower of equipment's fair market value prior to the damage or current replacement cost. In the event that County equipment is stolen, damaged, broken or obsolete, County shall consult with Contractor to assess program needs. At County's discretion, the equipment shall be repaired, replaced, and/or designated for surplus. Except for damage arising out of Contractor's gross negligence, County is responsible for all repair, transportation, and/or shipping costs related to repair and replacement of equipment.

17. OTHER PURCHASES

Whenever practical, Contractor shall assist County, through use of Contractor's buying power, to purchase goods at a discounted price to include an acceptable agreed upon markup percentage not to exceed ten percent. Any requested purchase outside the scope of this Contract shall be considered a separate transaction and require a purchase order from County.

18. CONTRACT TRANSITION PERIOD

Should this Contract not be renewed with Contractor through subsequent Request for Proposal

award, then prior to expiration of this Contract, Contractor shall work with County and future service provider to develop a County-acceptable transition plan to address staffing, purchasing, inventory, and other issues that may impede or interrupt the continued flow of services.

19. END OF CONTRACT

At the expiration of this Contract, Contractor shall account for all County equipment used by Contractor to fulfill Contractor's responsibilities, remove any Contractor equipment on loan to the County, and return premises under control of Contractor to the County in the condition in which received except for ordinary wear and tear, except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence or stolen by persons other than employees of the Contractor without negligence of the Contractor.

20. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

CHILD AND ADULT ABUSE CERTIFICATION

The contractor or grant recipient named above certifies compliance with Penal Code section 11166 and Welfare and Institutions Code section 15630 in matters relating to reporting requirements for child abuse and elder abuse, respectively. The above-named contractor will:

1. Establish internal procedures to facilitate reporting, ensure confidentiality, and apprise supervisors and administrators of reports.
2. Inform employees, by means of training or written materials, about all of the following:
 - (a) Significant terms as used and defined in the applicable code sections (e.g., abuse, neglect, mandatory reporters, etc.);
 - (b) Reporting duties are the responsibility of the individual;
 - (c) Reporting requirements are mandatory for mandatory reporters, failure to report and/or willful failure to report may be punishable by fines or imprisonment or both;
Child Abuse
Report the known or reasonably suspected instance of abuse or neglect by telephone immediately or as soon as practically possible, and by written report sent within 36 hours of receiving the information concerning the incident;
Elder Abuse
Report the known or suspected instance of abuse by telephone immediately or as soon as practically possible, and by written report sent within 2 working days;
 - (d) Supervisors and administrators may not impede or inhibit the reporting duties and may not sanction any person for making the report.
3. Provide copies of Penal Code sections 11165.7, 11166 and 11167 and copies of Welfare and Institutions Code sections 15630 – 15632 to the employee.
4. Assert that every employee who works on the proposed contract or grant will sign a statement:
 - (a) That he or she has knowledge of the provisions of Penal Code section 11166 and will comply with those provisions;
 - a. That he or she has knowledge of the provisions of Welfare and Institutions Code section 15630 and will comply with those provisions;
 - b. Informing the employee that he or she is a mandatory reporter and inform the employee of his or her reporting obligations and confidentiality rights as a condition of employment on the contract or grant.

CERTIFICATION

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

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax ID Number

Communications and Interpersonal Relations Policy

With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall:

- ▶ Uphold all applicable County policies and procedures, including but not limited to, Sexual Harassment and Conflict of Interest;
- ▶ Respect the dignity of each person and refrain from profane, callous, or degrading remarks;
- ▶ Treat each person humanely;
- ▶ Maintain an ethical demeanor while fulfilling responsibilities in a professional manner;
- ▶ Maintain safe conditions;
- ▶ Dress in a conservative manner; and
- ▶ Notify County officials immediately of any known or suspected improprieties, including but not limited to, those actions identified below.

With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall not:

- ▶ Prejudge their guilt or innocence;
- ▶ Deliver any message or article of a personal nature including, but not limited to, notes, letters, phone calls;
- ▶ Engage in improper behavior, including but not limited to, sexual encounters or exploitation, smuggling of contraband;
- ▶ Discuss personal and/or confidential County business;
- ▶ Loan or borrow money and/or personal articles;
- ▶ Purchase or sell personal articles;
- ▶ Accept or offer a gift or gratuity;
- ▶ Discuss reason for detention and/or other personal or legal matters;
- ▶ Criticize County policy, programs or staff;

CERTIFICATION

I have read and understand the above policy and agree to abide by the rules and conditions as set forth in this document.

Contract Employee or Volunteer Signature

Date

Name (type or print)



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 06/06/2024	
3. Contract Administrator: Sadao Holman / <i>Tennivine Venzon</i>		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☒ YES ☐ NO Bid/RFP No: _____ Date: _____ Please attach copy of Bid/RFP or justification.	
		☐ Amendment/Change Order Amendment/Change Order Number: _____ Contract No: C0104094 Date: / / Please attach copies of original/amendments.	
6. Description of Contract: Contractor to provide WRAP around services and in-home therapeutic services.			
7. Name of Contractor: SENECA FAMILY OF AGENCIES		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above. _____			
12. Effective Date: Original Contract: 07/01/2024 This amendment: _____		13. Termination Date: 06/30/2027 By this amendment: _____	
14. Contract Budget: Original Contract Amount: \$ 4,373,806 Total of Previous Amendments: \$ _____ Current Amendment: \$ _____ Total Amount of Contract \$ 4,373,806		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
		16. Source of Funds: ☐ Fed/State Grant ☒ Fed/State Funding ☐ County Specify: YOBG Fed Catalog No: _____ State Legislation: AB/SB	
17. Fund: 0900 Budget Unit: 6680/6682 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06/30/2024			
20. Remarks Second amendment to extend contract and increase compensation. <i>Master Contract List</i>			
21. Signature Route: _____ Department Contract Administrator _____ HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		_____ County Counsel _____ CAO Analyst	
_____ Dated 6/7/24		_____ Dated 6/10/24 _____ Dated 6/11/24	



County of Solano Standard Contract

CONTRACT NUMBER:
(Dept., Division, F.Y., #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT: 2245

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

SENECA FAMILY OF AGENCIES

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2024 – June 30, 2027

3. The maximum amount of this Contract is:

\$4,373,806

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

Exhibit D – Special Terms and Conditions

This Contract is made on July 1, 2024.

CONTRACTOR	COUNTY OF SOLANO
Seneca Family of Agencies CONTRACTOR'S NAME	Bill E 6/26/24 AUTHORIZED SIGNATURE DATED
Leticia Galyean 6/15/24 SIGNATURE DATED	BILL EMLÉN COUNTY ADMINISTRATOR
Leticia Galyean PRINTED NAME	475 UNION AVENUE ADDRESS
CEO TITLE	FAIRFIELD CA 94533 CITY STATE ZIP CODE
8945 GOLF Links Road ADDRESS	Approved as to Content: Don J. Farnell DEPARTMENT HEAD OR DESIGNEE
Oakland CA 94605 CITY STATE ZIP CODE	Approved as to Form: [Signature] COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. WRAPAROUND SERVICES

Provide High Fidelity Wraparound services to an average of 6 Probation referred youths and their families per month. The California Department of Social Services, pursuant to the passage of Senate Bill 163 (Chapter 795, Statutes of 1997) created Wraparound to provide a family-centered, strength-based alternative to group home placement. This legislation permits counties to use the Wraparound funding for planning and services delivery instead of use for placements of children/youths in high-end group homes (Rate Classification Level (RCL) 12-14). Assembly Bill (AB) 2706, in 2001, extended the Wraparound process and service to children who were placed in lower-level group homes (RCL 10-11) or at risk of placement at this level.

High Fidelity Wraparound is an intensive team-based, person-centered supportive service that provides coordinated, integrated, family-driven care to meet the complex needs of system involved youth who are experiencing serious emotional or behavioral difficulties, have dual diagnosis (MH and/or SUD, and IDD) with complex needs and are at risk of placement in therapeutic residential settings, or other institutional settings, or have experienced multiple crisis events.

Provide a Wraparound services program that meets the standards specified in All County Information Notice (ACIN) I-28-99, as well as a program that adheres to the principles, phases and activities of the Wraparound process, as measured by the National Wraparound Initiative's Wraparound Fidelity Index. Contractor will also provide services consistent with the Core Practice Model developed in response to the Katie A. lawsuit.

Adhere to the SB 163 legislation which requires Wraparound services to:

- Be family centered, individualized, culturally relevant and strength based.
- Be team and community based.
- Rely on natural community support; develop a child and family team plan to identify service needs.
- Place child in the least restrictive environment. Track and evaluate outcomes.
- Be cost neutral to the State.

Contractor shall provide Community Based Family Preservation Services to youth and their families referred by Probation Department (Department) to include individual, group, crisis intervention and community-based mental health services to youth and their families for youth placed under supervision and at risk of removal and shall use therapeutic intervention approaches including, but not limited to: Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Dialectical Behavior Therapy (DBT) Family Skills Training, Collaborative Problem Solving (CPS) and/or other agreed upon evidence-based family support model. Contracted staff may be asked to participate on a Child and Family Team to ensure services are collaborative and accessible to youth at imminent risk of removal from their home.

1. Staffing

Contractor shall provide the following staffing pattern: 1.50 FTE License Eligible Mental Health Clinician, 1.0 FTE B.A. level Mental Health Counselor, 0.4 FTE Family Partner, 0.2 FTE Licensed Clinical Supervisor, 0.07 FTE Assistant Director, 0.07 FTE Program Director, 0.03 FTE Regional Executive Director, 0.06 FTE Program Assistant, 0.17 FTE Health Information Specialist, and 0.04 FTE Sr. Administrative Assistant.

2. Quarterly Meetings

- a. Participate in quarterly program meetings to discuss at a minimum the Contract, program, child and family needs, service provisions, obstacles to treatment, policies and procedures impacting the Contract.
- b. Participate in quarterly fiscal meetings to discuss at a minimum the Contract, fiscal b. requirements, reporting requirements, cost savings, funding concerns.

3. Hours and Days of Service

Maintain flexible work hours (between the hours of 7 AM and 9 PM for scheduled services and 24 hours a day for crisis services) and non-traditional work-weeks (support counselors maintain a Sunday through Thursday schedule and Tuesday through Saturday for scheduled appointments) to accommodate family needs for contact when it fits within the family's schedule.

- a. Provide 24-hour, 7 days a week crisis services to meet any unplanned client emergency, the details of which will be determined in collaboration between Seneca and the Department.
- b. Respond as soon as practically possible to clients in crisis or emergency situations.
- c. Be available on-call via telephone 24 hours a day, and/or by telephone referral to assess a client's specific crisis or emergency.
- d. Be available to provide an immediate response on the premises, by mobile response, by telephone, or by referral to the most appropriate service provider. After hours and weekend in person crisis support will be determined in consultation with and approved by the Seneca Program Director.
- e. Actively follow-up with clients within 24 hours of providing a crisis intervention.
- f. Review all crisis service interventions within 24 hours.
- g. Provide the County with a copy of its policy for 24-hour coverage and maintain a calendar that shows who was on call. The calendar will be kept for 12 months for inspection by the County.
- h. Maintain documentation of all crisis service activities that had to be handled between 6 PM and 8 AM, Monday-Friday and on weekends.

4. Program Phases

Ensure that the services are provided according to the four phases identified in the Wraparound process (Developed by the National Wraparound Initiative Advisory Group). The Contractor will discuss changes to the process with the Oversight Committee and the family team, when appropriate.

- a. **Engagement Phase** – The goal is to build strong engagement from the start of services and to develop rapport from the very first contact made with each youth and

family.

- i. Within 24 hours of receiving the referral, make phone contact with the referring Probation Officer and the caregiver. Review the Wraparound process. Begin collecting medical, psychosocial, provider and family network information prior to contact with the caregiver.
- ii. Within 5 business days of receiving the referral, make face-to-face contact with the caregiver and the client.
- iii. During the first week of service, identify safety needs and concerns and provide the 24/7 support line number. Discuss Wraparound process and obtain signatures on consents and releases of information. Contact the referring Probation Officer and inform him or her of the direct care schedule and initial safety concerns/plans. Elicit information about and planned efforts to engage additional service providers and natural supports.
- iv. For clients exiting group home care, begin providing intensive services to them and their family at least 30 days prior to their planned discharge from the group home. When feasible, begin providing intensive services prior to clients exiting the Juvenile Detention Facility or Short-Term Residential Therapeutic Program. Services will focus on helping each youth successfully transition back into his or her home or community.

b. Planning Phase – The development of a safety plan, based on a Comprehensive Assessment and Diagnostic Treatment Plan.

- i. Within 14 calendar days of opening the case, Contractor will begin developing the initial Safety Plan and complete the Functional Behavioral Analysis (FBA). The FBA will be completed in 30 calendar days. The practical safety plan defines youth and caregiver triggers, risk behaviors, and the escalation curve, while concretely outlining the steps to be taken by each family member to ameliorate the immediate risk if a crisis does arise. The plan will be shared with the Child and Family Team.
- ii. Within 30 calendar days of opening the case, Contractor will convene Child and Family Team meetings to identify strengths, describe and prioritize the needs of the youth and family, identify existing and potential natural supports, and set goals and action steps.
- iii. Within 30 calendar days of their enrollment in Wraparound, Contractor will perform a comprehensive clinical assessment on all referred clients and their families. The assessment tools will be County approved. If a lengthy assessment or evaluation period is needed due to the complexity of the case or the nature of the service, justification will be documented in the case record. The assessment will be open for review by the family and document the family's participation in its development and any subsequent changes made to it. The assessments will include the use of the Child and Adolescent Needs and Strengths (CANS) tool to inform service planning, as well as consider the clients' unique personal characteristics including aspects of their racial, ethnic, and cultural background.
- iv. Develop a written treatment plan for each client that is based upon comprehensive assessment information and involves, to the fullest extent possible, the participation of the client and his or her family. Treatment Plan goals and objectives must be specific, measurable, attainable, relevant and timed.
- v. Ensure that each treatment plan, as well as any significant revisions made to

the plan, is signed by the client and/or his or her legal guardian, as appropriate.

- vi. Review and update the client's treatment plan no less than once every 6 months.
- vii. Update client's treatment plan when indicated by the client's changing needs or circumstances, progress toward achievement of service goals, or simply by client request.
- viii. Conduct service planning so that the client retains as much personal responsibility and self-determination as possible.
- ix. Assist the client, during service planning, to understand the available options, the benefits and consequences of different service alternatives, and inform the client or his or her parent or legal guardian in advance about the benefits, risks, and alternatives to planned services.

c. Action Phase – All services are community-based, designed with a strong emphasis on family engagement, self-determination, and empowerment, and implemented and routinely evaluated by the Child and Family Team.

- i. Implement and refine, as needed, the Wraparound Action Plan (WAP) and Safety Plan and review progress toward treatment goals.
- ii. Travel up to 90 miles from the Seneca office in Fairfield to deliver services to youths and families in the settings and contexts desired by each family.
- iii. At least monthly, hold Wraparound Child and Family Team (CFT) Meetings to discuss follow-through on the WAP, evaluate the plan's effectiveness, and revise the WAP and Safety Plan as needed. During the meeting, identify strengths, describe and prioritize the needs of the youth and family, identify existing and potential natural supports, and set goals and action steps.
- iv. Complete CANS assessment and revise treatment plan by assessing progress and re-evaluating treatment goals. Every 6 months complete a CANS assessment.
- v. Provide ongoing case management determined by the child's or family's needs. Multiple times a week, continue to meet with the client and caregiver to implement the action steps and interventions identified in the WAP. This may include taking them to community activities, helping them practice needed skills, and supporting them to navigate the various service systems with which they are involved.
- vi. Connect the youth or family to community resources and support them in successfully engaging with those activities/services (i.e. extracurricular activities, youth programs, public support for housing/food/income, referrals to specialized behavioral health services, coordinating visits with potential permanent caregivers etc.). Facilitate the exchange of information between family members, county partners and providers.
- vii. Provide or arrange for the provision of education support services and document in the case file the types of assistance and services given to improve client school attendance and academic achievement as necessary which will include:
 - Tutoring.
 - Mentoring.
 - Preparation for a high school equivalency diploma.
 - College preparation.

- Parent/teacher meetings.
- viii. Review safety plans frequently and revised as needed and after every significant incident that occurs.
- ix. Provide or arrange for ongoing individual and/or family therapy by masters-level clinicians and supplemented by check-ins as needed. Therapy is provided according to individual need and the treatment focuses on optimizing success through the creation of a non-threatening atmosphere conducive to engagement in talk-therapy and other therapeutic activities.
- x. Provide ongoing collateral services to reduce a child's or family's isolation through strengthening their support network through coaching caregivers and other supports on effective and successful use of coping techniques and interventions to increase the sustainability of treatment goals and objectives.
- xi. Provide ongoing behavioral interventions and coaching in the home or community that focuses on development of replacement behaviors and coping skills to empower youths to successfully manage their mental health symptoms and achieve sustainable success towards their treatment goals and objectives.
- xii. Provide ongoing engagement of natural support. Continuously identify and engage potential support people, under the direction of the referring Probation Officer and in collaboration with the caregiver and client. Integrate them into the Child and Family Team to provide support for the child's and family's success. Support them in building rapport and connection with the youth. Seek approval from referring Probation Officer prior to engaging new support people.
- xiii. Provide ongoing supervised visitation (optional). Provide therapeutic support to children and parents during supervised visitation. Implement interventions as needed that are in alignment with each child's treatment plan. Collaborate closely with the referring Probation Officer to determine rules and structure of visitation.
- xiv. Provide ongoing crisis intervention and stabilization to include the availability of 24-hour on-call phone support to all clients, their caregivers, families and other natural supports; clients may also access up to 7 days of 24-hour in-home staff support to help stabilize a crisis situation or provide an increased amount of contact during the week and weekend.

d. Transition Phase – This phase begins once interventions have proven successful in achieving the family's desired outcomes and/or the CFT has recommended termination of services. Wraparound services are concluded with a culturally respectful celebration, which the child and family plan and implement together.

- i. Ensure that termination of service is an orderly process, and that discharge planning begins at intake. Ideally, ongoing services were reduced in frequency and intensity and natural supports have transitioned to taking on a majority of team action step or tasks. In general, cases will be terminated when the client or family:
 - Achieves the service goals or is otherwise ready to discontinue service.
 - No longer wants the Contractor's service.
 - No longer meets eligibility criteria.
 - Refuses to meet program standards or requirements.

- Has needs that exceed organizational resources.
 - The court terminates jurisdiction.
- ii. Ensure referring Probation Officer, the child and the family are educated about and encouraged to complete and return standardized satisfaction surveys. Provide the County with a copy of the satisfaction surveys within 30 calendar days of a case closing (with all identifying information redacted).
 - iii. Develop an aftercare plan with the client and or his or her parent or legal guardian sufficiently in advance of termination to ensure that an orderly termination process takes place.
 - iv. Follow up on the aftercare plan, as appropriate, when possible, and with the permission of the client at least three months after case closure.
 - v. Complete a discharge CANS assessment and treatment summary.
 - vi. Provide the County with a copy of its discharge/closing summary, including the aftercare plan, within 30 calendar days of a case closing.
 - vii. Notify collateral organizations upon termination of services.

B. MENTAL HEALTH SERVICES

Provide Solano County Probation-referred youth and their families with in-home therapeutic services, including assessment and treatment planning, behavioral coaching, psychoeducation, safety planning, crisis intervention, individual therapy, family therapy, case management, and transition planning services. Contractor shall provide, at each service location, on-site mental health treatment services and related re-entry or transitional services for juvenile clients placed under the Probation Department's supervision and referred to the Juvenile Treatment Service Sites.

(1) Service Components:

Contractor shall provide individual, group, crisis intervention and community-based mental health services to Probation-supervised and referred youth and their families and shall use evidence-based or evidence informed approaches including, but not limited to: Trauma-focused Cognitive Behavioral Therapy (TF-CBT), Dialectical Behavior Therapy (DBT), and Collaborative Problem Solving. Group services could include Seeking Safety and can be co-facilitated with Probation Staff.

(2) Description of Components:

- a) Referral and Intake. Accept referrals from Department through a centralized intake process. Schedule initial meeting with client within two (2) business days of receiving referral and offer initial meeting with referred client within seven (7) business days of receiving the referral.
- b) Assessment/pre-treatment interview. Upon referral, Contractor shall conduct a pre-treatment clinical interview and a standardized assessment (to be determined and agreed upon by both Contractor and Department) to gather information and assess client's needs, determine level of potential harm to self or others, develop diagnostic

information and collaborate with Deputy Probation Officer and/or Counselor regarding appropriate treatment and a specific program for the client.

- c) In accordance with the performed assessment and interview, Contractor will develop a written individualized treatment plan for each client that includes recommended treatment goals and services, intervention activities, and a discharge plan.
- d) Discharge Planning and Continuing Care. Contractor shall complete a discharge summary to contain post-discharge recommendations, linkages to other services, if appropriate; reason for discharge and clinical discharge summary. Discharge Summary shall be submitted to the Probation Service Manager.

(3) Community Resources

Contractor shall assist County with referrals to other available community resources, including but not limited to, housing, childcare, education and job training, local, state and federally funded public assistance and other basic support needs.

(4) Four Week Review

Within thirty (30) days of start of service, unless treatment has been completed, Contractor, County, and participant family shall review the plan, client accomplishments, and reassess client needs. Contractor must document and/or update the treatment plan to reflect any modifications to the treatment plan resulting from the review.

(5) Aftercare

Within one (1) week of anticipated discharge, Contractor shall recommend essential family aftercare services to County.

(6) Discharge

Within one (1) week discharge, Contractor shall submit a Discharge Summary to County summarizing the participant family's progress.

(7) Location of Services

Contractor staff shall provide services at Probation Departments and/or Probation community sites, located in both Fairfield and Vallejo, or other facility locations within the county as requested by the Probation Department. Contractor staff shall be co-located with Probation staff and other partner staff as part of a multi-disciplinary team providing services to a shared client. Although work will be done primarily in the community, staff may also follow youth into the Juvenile Detention Facility for transition services. Services will be delivered in the following locations:

- a. Youth Service Center – 709 Beck Avenue, Fairfield 94533
- b. Vallejo Juvenile Program Site – 715 Tennessee Street, Vallejo, CA 94590

- c. Community-Based locations as determined by County and Contractor as needed. This includes service delivery in the clients' homes and/or other community locations to ensure client access.

(8) Hours of Operation

Contractor shall provide service to families in accordance with the participants' family plan and crisis needs, including in-home, telehealth, and in person visits. Contractor will be available Monday through Friday between 8:00 a.m. and 7:00 p.m. It is understood that clinicians require ongoing supervision and training, and this occurs weekly. Schedule will be established in collaboration with the Department and will be responsive to the needs of clients who are attending school. The service centers will also be open extended hours to meet the needs of in-school clients.

(9) Staffing Pattern and Service Level

- 1) Contractor shall provide the following staffing pattern: 2.0 FTE License Eligible Mental Health Clinician, 2.0 FTE B.A. level Behavioral Support Counselor, 1.00 FTE Family Partner, 0.55 FTE Licensed Clinical Supervisor, 0.10 FTE Assistant Director, 0.05 FTE Program Director, 0.04 FTE Regional Executive Director, 0.07 FTE Program Assistant, 0.05 FTE Health Information Specialist, and 0.03 FTE Sr. Administrative Assistant.
- 2) Level of service will be determined in the assessment/pre-treatment interview. Clients will be served in differing levels of service with a combination of the above staffing pattern, based off client and family needs.
 - a. Tier One-Short term Behavioral support-provided by a Behavioral Support Counselor. Services will be focused on skill building, vocational training, recreational activities, and implementing behavior support plans through collaboration with and coaching of caregivers.
 - b. Tier Two-Behavioral support from Behavioral Support Counselor, coupled with individual/family therapy with a master's level Clinician. Services include short term behavioral support along with providing evidence-based/informed clinical interventions to mitigate mental health symptoms.
 - c. Tier Three-For clients identified as being in imminent risk of removal from home-Clients will receive Behavioral Support, clinical intervention (individual/family therapy), as well as the supplemental support of a Family Support Specialist. The specialist will be an individual with lived experience. This specialist will provide additional case management and planning, specifically supporting caregivers and other natural supports and team members.

(10) **Qualifications of Position**

1. Clinicians hired to work directly with clients shall have competence and experience in working with clients with mental health issues and co-occurring disorders as required by State regulation.
2. Contractor shall ensure that all clinicians providing services are fully trained and certified with the specific curriculum being utilized. Additionally, Clinicians are at a minimum an Intern in the fields of Marriage and Family Therapy (MFT), Social Work, Professional Clinical Counseling or Clinical Psychology receiving clinical supervision from a licensed mental health professional.
3. Clinicians shall be trained in and utilize Motivational Interviewing (MI) and/or other counseling techniques.

C. FAMILY SEARCH

Conduct family searches for up to 15 youth to expand permanency efforts to identify natural supports and improve outcomes for youth at imminent risk of removal from home.

D. JUSTICE ASSISTANCE GRANT PROGRAM

Provide county-referred youth and their families with in-home therapeutic services, including assessment and treatment planning, behavioral coaching, psychoeducation, safety planning, crisis intervention, individual therapy, family therapy, case management, and on-site mental health treatment services and related re-entry or transitional services for juvenile clients placed under the Probation Department's supervision.

A. Staffing and Service Level

- 1) Two therapists for 2.5 days per week with hourly rate of \$42.00/hr x 20 hours per week x 52 weeks = maximum allowable for 2 therapists x 2 years = \$174,720
- 2) one mental health clinician for 2.5 days/week @\$45.60/hr x 20 hrs/wk x 52 weeks x 2 years = \$94,848
- 3) one mental health clinician for 2 days/week \$44.15/hr x 16 hrs/week x 52 weeks x 2 years = \$73,466
- 4) one counselor for 2 days/week \$32.04/hr x 16 hours x 52 x 2 years = \$53,306.

E. PERFORMANCE MEASURES

Contractor will:

- 1) Ensure 95% of referrals are to meet the standard of 5 business day threshold for the first face-to-face meeting. Documentation will be the maintenance of logs showing the date of referral, the date of initial client contact, and the date of the first meeting.
- 2) Ensure attempts are made for 100% of all cases to be reviewed or discussed with the assigned Probation Officer on a monthly basis.
- 3) Work collaboratively with the County to increase the return rate of satisfaction surveys to at least 75% by further engaging children, youth, families, stakeholders,

and staff in the process of performance evaluation.

- 4) At termination, ensure 75% of youths decrease or maintain their level of care.
- 5) Demonstrate adherence to the Wraparound model, as defined by the National Wraparound Institute and measured by the Wraparound Fidelity Index.
- 6) Support 75% of families in gaining an additional three natural supports or community connections that are actively engaged in their lives.

G. REPORTING REQUIREMENTS

Contractor will:

Provide the County with an Annual Program Evaluation Report by September 1 of each year including the following data:

- 1) Count and percentage of active and discharged clients for the year by referring agency and status at referral (at-risk or step-down).
- 2) Number and percentage of placed clients who stepped down from group home care.
- 3) Number and percentage of at-risk clients who were maintained in their home setting.
- 4) Placement settings for active and discharged clients.
- 5) Demographic analysis for all clients served.
- 6) Length of time for clients to access services from the date of referral.
- 7) Summary statistics on placement changes, including whether placements resulted in a lower or higher level of care, from enrollment to discharge for all discharged clients.
- 8) Average numbers of new family contacts and natural supports per client discovered through Family Finding efforts and actively engaged with client.
- 9) Summary of all services provided, including frequency and quantity (number of services and number of minutes of service).
- 10) Family engagement as measured by average numbers of face-to-face contacts with clients and caregivers, and the numbers of family team meetings per client per month enrolled.
- 11) Summary of aggregate use of flex dollars, including amount spent, types of funding use, and for how many clients.
- 12) Wraparound Fidelity Index summary data to measure wraparound model fidelity and client satisfaction.
- 13) Summary of treatment plan goals achieved at discharge.
- 14) Summary of changes in number of CANS actionable items, from initial assessment to discharge assessment, across multiple domains.
- 15) Summary of educational data on school achievement, attendance, and behavior, based upon educational items in the CANS assessment, as well as available school records before and during wraparound enrollment.
- 16) In addition, the annual report will include the presentation and analysis of:
- 17) Client progress in multiple life domains as measured by the CANS tool.
- 18) Program adherence to the principles, phases and activities of the Wraparound process, as measured by the National Wraparound Initiative's Wraparound Fidelity Index.
- 19) Levels of client satisfaction as measured by the Client Satisfaction Survey.
- 20) Provide the County with a copy of its policy and forms related to the use of Child Flexible Funds.
- 21) During the quarterly program meetings, provide basic statistics on the referrals including number of referrals received, pending terminations, outcomes of surveys, and aftercare services or outcomes (if any).

22) Reporting and invoicing for activities under the JAG Grant will be submitted separately from probation wraparound reports.

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. Probation Service 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.
- D. Provide Contractor with any forms and/or examples of reporting formats required to fulfill Contractor's responsibilities under this Contract.
- 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 \$4,373,806.**

2. METHOD OF PAYMENT

A. Upon submission of an invoice by Contractor, and upon approval by County, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2 incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in each budget line item. A sample invoice is incorporated into this Contract as Attachment B-1.

B. Contractor shall submit monthly invoices on or before the 30th 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.) and the invoice must meet the criteria set forth in section C below. Total category line-item expense reported per the schedule must equal amount charged on invoice. The 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.

C. The following criteria apply to expense data submitted by Contractor under this Contract:

(1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. Salaries are fixed compensation for services performed by staff who is directly employed by Contractor and who is paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included in the contract amount and are in accordance with Contractor's approved written policies.

Salaries and benefits of personnel involved in more than one contract or project must be charged to each contract based on the actual percentage of time spent on each contract or project. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the contract amount. Similarly, the dollar amount charged for a particular position also may not exceed the dollar amount in the approved contract award.

(2) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be contract-related (i.e., to further the program objectives as defined in the contract amount) and be incurred (realized)

during the contract period. County reserves the right to make the final determination if an operating expense is allowable and necessary.

(3) Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the agency and the performance of the project.

Company Logo

INVOICE

Services to Solano County, rendered on XXXXX

BILL TO:

**Solano County Probation
Attn: Prob 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:

☐ Detailed Schedule of Costs

BALANCE DUE \$

Attachment B-2 Approved Budget

Contract Summary				
	FY24-25	FY25-26	FY26-27	Combined
Probation MH	\$ 697,124	\$ 734,281	\$ 774,128	\$2,205,533
Probation Wrap	\$ 572,189	\$ 628,672	\$ 571,064	\$1,771,925
JAG Grant	\$ 198,174	\$ 198,174	\$ -	\$ 396,348
Total Contract	\$ 1,467,488	\$1,561,127	\$1,345,192	\$4,373,806

Attachment B-2 JAG Detail

JAG Grant - Year 2		
Role	Year 2 FTE	Year 2 Cost
2 therapists (20 hours each)	1.00	87,360
1 clinician (20 hours)	0.50	47,424
1 clinician (16 hours)	0.40	36,733
Total Clinician	1.90	\$ 171,517
1 counselor (16 hours)	0.40	26,657
Total Counselor	0.40	\$ 26,657
Grand Total	2.30	\$ 198,174

JAG Grant - Year 3		
Role	Year 3 FTE	Year 3 Cost
2 therapists (20 hours each)	1.00	91,728
1 clinician (20 hours)	0.50	49,795
1 clinician (12 hours)	0.30	28,661
Total Clinician	1.80	\$ 170,184
1 counselor (16 hours)	0.40	27,990
Total Counselor	0.40	\$ 27,990
Grand Total	2.20	\$ 198,174

Total JAG Grant Cost **\$ 396,348**

Attachment B2 - Wrap Around Detail

Probation Wraparound						
		FY 24-25	FY 25-26		FY 26-27	
Revenue		Probation Contract		Probation Contract		Probation Contract
Probation Revenue		\$572,189		\$628,672		\$571,064
JAG Grant Revenue		\$198,174		\$198,174		\$0
Total Revenue		\$770,363		\$826,846		\$571,064
Expenses		Probation Contract		Probation Contract		Probation Contract
Payroll			FTE		FTE	
Regional Executive Director	0.03	5,013	0.03	5,288	0.03	5,579
Program Director	0.07	9,423	0.07	9,941	0.07	10,488
Assistant Director	0.07	8,853	0.07	9,340	0.07	9,854
Clinical Supervisor	0.20	27,468	0.20	28,979	0.20	30,573
Program Supervisor	0.30	30,779	0.30	32,472	0.30	34,258
Care Coordinator/Clinician	3.40	301,554	3.30	307,373	1.50	144,734
Mental Health Counselor/Family Partner	1.80	116,955	1.80	123,254	1.40	100,504
QA/Case Assistant	0.17	14,352	0.17	15,141	0.17	15,974
Admin/Clerical	0.10	6,881	0.10	7,260	0.10	7,659
Facilities		3,686		3,889		4,103
Supplemental Allowance		11,629		12,269		12,943
Total	6.14	\$536,592	6.04	555,206	3.84	376,669
	Benefits @ 25%	134,148		138,802		94,167
Total Payroll		\$670,741		\$694,008		470,836
Operations		Total Annual Costs		Total Annual Costs		Total Annual Costs
Program Support						
Office Supplies		850		850		876
Telephone		2,320		2,320		2,390
Training		1,950		1,950		2,009
Mileage Reimbursement		3,800		3,800		3,914
Staff Recruitment		850		850		876
Government Taxes		105		105		108
Total Program Support		\$9,875		\$9,875		\$10,173
Occupancy						
Facility Lease		6,300		6,300		6,489
Utilities		762		762		785
Building Maintenance & Supplies		3,500		3,500		3,605
Equipment		1,552		1,552		1,599
Total Occupancy		\$12,114		\$12,114		\$12,478
Basic Care						
Treatment Supplies		1,500		1,500		1,545
Flex Funds		1,500		1,500		1,545
Total Basic Care		\$3,000		\$3,000		\$3,090
Total Operations		\$24,989		\$24,989		\$25,741
Total Direct Expenses		\$695,730		\$718,997		\$496,577
Indirect Costs @ 15%		74,633		107,849		74,487
Total Expense		\$770,363		\$826,846		\$571,064

Year 1	\$770,363
Year 2	\$826,846
Year 3	\$571,064
Total Contract:	\$2,168,273

Attachment B2 - Mental Health Detail

		Probation Mental Health					
		FY 24-25		FY 25-26		FY 26-27	
Revenue		Probation Contract		Probation Contract		Probation Contract	
Probation Revenue		\$697,124		\$734,281		\$774,128	
Expenses		Probation Contract		Probation Contract		Probation Contract	
Payroll							
	Regional Executive Director	0.04	6,776	0.04	7,149	0.04	7,542
	Program Director	0.05	6,731	0.05	7,101	0.05	7,491
	Assistant Director	0.10	12,647	0.10	13,343	0.10	14,077
	Clinical Supervisor	0.55	75,536	0.55	79,691	0.55	84,074
	Care Coordinator/Clinician	2.00	182,258	2.00	192,282	2.00	202,858
	Behavioral Support Counselor	2.00	105,577	2.00	111,384	2.00	117,510
	Family Partner	1.00	64,498	1.00	68,045	1.00	71,788
	Admin/Clerical	0.10	7,672	0.10	8,094	0.10	8,539
	QA/Case Assistant	0.05	3,338	0.05	3,522	0.05	3,715
	Facilities		852		899		948
	Supplemental Allowance		4,079		4,303		4,540
Total		5.89	\$469,964	5.89	\$495,812	5.89	\$523,082
	Benefits @ 25%		117,491		123,953		130,770
Total Payroll			\$587,455		\$619,765		\$653,852
Operations		Total Annual Costs		Total Annual Costs		Total Annual Costs	
Program Support							
	Office Supplies		1,402		1,402		1,444
	Telephone		575		575		592
	Conference & Training		1,600		1,600		1,648
	Mileage Reimbursement		7,535		7,535		7,761
	Staff Recruitment		1,028		1,028		1,059
Total Program Support			\$12,140		\$12,140		\$12,504
Occupancy							
	Expendable Equipment		3,000		3,000		3,090
Total Occupancy			\$3,000		\$3,000		\$3,090
Basic Care							
	Treatment Supplies		3,600		3,600		3,708
Total Basic Care			3,600		3,600		3,708
Total Operations			18,740		18,740		19,302
Total Direct Expenses			606,195		638,505		673,155
	Indirect Costs @ 15%		90,929		95,776		100,973
Total Expense			697,124		734,281		774,128

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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
(Including operations, products and completed operations.)		

General Terms and Provisions

project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

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

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

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults,

Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

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

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

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is

not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its

Contractors, consultants and agents. When local projects require subContractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. TERMINATION

A. Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon 90 days written notice from one to the other.

2. ADDITIONAL WARRANTIES

A. Staff Qualifications

Contractor warrants that its employees and any volunteers associated with the program meet the following qualifications:

- ✓ Are at least 21 years of age;
- ✓ Have completed and passed a pre-employment criminal background check, including being fingerprinted. At County's expense and choice of location, Contractor employees will be required to complete a live-scan criminal background check with both County and Contractor named as recipients of any updates;
- ✓ Have completed and passed a pre-employment physical; and
- ✓ Have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude.

B. Employee Certifications

Contractor warrants that any employees associated with the program are and shall remain in good standing with their respective licensing boards/associations for the entire term of the Contract.

C. Software Licensing

Contractor warrants that appropriate licensing was obtained and retained for all software applications used.

3. PROPERTY

A. Ownership

All property purchased with funds paid by County under this Contract remain the property of the County and will be tagged with appropriate identification tags.

B. Inventory

Contractor shall provide the County with a quarterly inventory listing by the tenth calendar day of each month subsequent to quarter end. The listing shall include property description, tag #, location and if applicable serial/license number.

C. Insurance and Damage

Except for damage arising out of Contractor's negligence, the County assumes all liability for County equipment under Contractor's use and control during its performance under this Contract. County equipment is covered under the County's self-insurance plan. In the event that property damage arose from Contractor's negligence, Contractor shall assume all financial liability for the damaged or missing County equipment. Contractor's liability shall be limited to the lower of equipment's fair market value prior to the damage or current replacement cost.

D. Replacement

In the event that County equipment is stolen, damaged, broken or obsolete, the County shall consult with Contractor to assess program needs. At the County's discretion, the equipment may be repaired, replaced, and/or designated for surplus. Except for damage arising out of Contractor's negligence, the County is responsible for all repairs, transportation, and/or shipping costs related to repair and replacement of equipment. Contractor shall assist the County in coordinating equipment movement and will transport equipment when necessary.

E. County Equipment

Without the express written consent of the County, Contractor shall not use County equipment for any purpose outside the scope of this Contract. Contractor shall make reasonable effort to prevent any improper use of County equipment by Contractor staff, program participants or third parties.

4. ADDITIONAL REQUIREMENTS

Contractor shall abide by all applicable requirements as set forth in program handbooks, guidelines, or any other documents distributed by Federal/State agencies pertaining to the program and the services provided under this Contract.

5. TRAINING

1. Organizational

Contractor shall provide ongoing training opportunities to Contractor staff to update their case management skills. Contractor must provide County with documentation of training hours completed.

2. County Sponsored

a. Contractor shall designate at least one staff to attend County training seminars or workshops (e.g., Crossroads) as directed by County. Contractor staff attending training sessions shall be responsible for communicating all knowledge obtained to any remaining staff.

b. In the event training covers necessary changes to treatment model, curriculum or procedures, Contractor shall work with County to implement changes promptly.

c. Contractor staff shall participate in any training and/or workshops mandated by County

including, but not limited to, the following: Ethics for Employees, Sexual Harassment, Customer Service, Motivational Interviewing, Juvenile Adolescent Intervention System (JAIS) and Evidenced-Based Practices).

6. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

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

7. CONTRACT MONITORING

County and Contractor shall meet at least quarterly, or on mutually agreed dates and times, to review services provided in relation to scope of Contract including status of County goals and objectives, review monthly reports, review budget and fiscal matters, and resolve any operational issues.

8. CERTIFICATIONS AND ASSERTIONS

A. Drug Free Workplace

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

B. Health Insurance Portability and Accountability Act

Contractor shall execute the form attached as Attachment D-2.

C. Communication and Interpersonal Relations with Inmates

Contractor shall require each employee and volunteer performing services execute the form attached as Attachment D-3 to certify that they have read and understand the policy set forth by the County.

9. RECORDS

A. Books and Records

Contractor to maintain adequate fiscal and project books, records, documents and other evidence pertinent to the Contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail as to permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the final payment under the contract or the final audit, whichever is later, and shall be subject to examination and audit by the Board, the Department of General Services, the Bureau of State Audits or their designated representative.

B. Access to Books and Records

Contractor agrees that the County, the Bureau of State Audits or their designated representative will have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of the Contract. Contractor agrees to provide access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code section 10115 et seq., Government Code section 8546.7 and California Code of Regulations, Title 2, section 1896.6 et seq.

C. Subcontract

Contractor agrees to include a similar right to the State to audit records and interview staff in any subcontract related to performance of this Contract.

DRUG-FREE WORKPLACE CERTIFICATION

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

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

CERTIFICATION

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

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax ID Number

SOLANO COUNTY
HIPAA CONTRACTOR AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor or grant recipient (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.
- C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

C. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

- a) **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
- b) **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
- c) **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf

of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

- d) **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
- e) **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
- f) **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.
- g) **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.
- h) **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.
- i) **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
- j) **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.
- k) **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- l) **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
- m) **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
- n) **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
- o) **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to

believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

- p) **Required By Law** means the same as defined in 45 CFR § 164.103.
- q) **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
- r) **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- s) **Security Event** means an immediately reportable subset of security incidents which incident would include:
- a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
 - any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
 - a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
 - the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

- t) **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
- u) **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

D. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to “Business Associates” as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

E. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
 - a) For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
 - b) As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - c) As required by law.
 - d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - e) To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

2. Any use of Protected Health Information by Contractor, its agents, or subContractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

F. MINIMUM NECESSARY

Contractor (and its agents or subContractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

G. APPROPRIATE SAFEGUARDS

- Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and

procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].

- Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
- Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
- Should any employee or subContractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subContractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

H. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

- a) Contractor shall ensure that any agents and subContractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
- b) Contractor shall implement and maintain sanctions against agents and subContractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

I. ACCESS TO PROTECTED HEALTH INFORMATION

- B. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
- C. Contractor shall make Protected Health Information maintained by Contractor or its agents or subContractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).

- D. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
- E. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

J. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subContractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subContractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

K. ACCOUNTING OF DISCLOSURES

- At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subContractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subContractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
- At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

- In the event that the request for an accounting is delivered directly to Contractor or its agents or subContractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

L. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractors compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

M. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or Contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or Contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

N. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

- a) In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
- b) Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and Riskdepartment@solanoCounty.com or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
- c) A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or

should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subContractor, agent or other representative of the Contractor.

- d) Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subContractors, agents or representatives.
- e) Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
- f) Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Projected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
- g) Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subContractors) may be held liable and subject to penalties for failure to comply.
- h) In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent Contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

O. TERMINATION OF AGREEMENT

- A. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
- B. Contractor will retain no copies of Protected Health Information P in possession of subContractors or agents of Contractor.
- C. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying

the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subContractor maintains such information.

- D. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
- E. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature Date

Official's Name (type or print)

Title Federal Tax ID Number

Communications and Interpersonal Relations Policy

With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall:

- ▶ Uphold all applicable County policies and procedures, including but not limited to, Sexual Harassment and Conflict of Interest;
- ▶ Respect the dignity of each person and refrain from profane, callous, or degrading remarks;
- ▶ Treat each person humanely;
- ▶ Maintain an ethical demeanor while fulfilling responsibilities in a professional manner;
- ▶ Maintain safe conditions;
- ▶ Dress in a conservative manner; and
- ▶ Notify County officials immediately of any known or suspected improprieties, including but not limited to, those actions identified below.

With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall not:

- ▶ Prejudge their guilt or innocence;
- ▶ Deliver any message or article of a personal nature including, but not limited to, notes, letters, phone calls;
- ▶ Engage in improper behavior, including but not limited to, sexual encounters or exploitation, smuggling of contraband;
- ▶ Discuss personal and/or confidential County business;
- ▶ Loan or borrow money and/or personal articles;
- ▶ Purchase or sell personal articles;
- ▶ Accept or offer a gift or gratuity;
- ▶ Discuss reason for detention and/or other personal or legal matters;
- ▶ Criticize County policy, programs or staff;
- ▶

CERTIFICATION

I have read and understand the above policy and agree to abide by the rules and conditions as set forth in this document.

Contract Employee or Volunteer Signature

Date

Name (type or print)



County of Solano Contract Review Worksheet

Solano County
CAO

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: 5 / 30 / 2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: _____ Date: / / Please attach copy of Bid/RFP or justification.	
6. Description of Contract: Contractor to provide Vocational Services and Construction Trades Courses to minors detained at the Juvenile Detention Facility.		☐ Amendment/Change Order Amendment/Change Order Number: Contract No: Date: / / Please attach copies of original/amendments.	
7. Name of Contractor: SOLANO COUNTY OFFICE OF EDUCATION		8. EIN - SSN -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 07 / 01 / 2024 This amendment:		13. Termination Date: 6 / 30 / 2027 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 666,660 Total of Previous Amendments: \$ 0 Current Amendment: \$ 0 Total Amount of Contract \$ 666,660		15. Payment Terms: ☐ Prepaid ☒ Arrears ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other ☐ Fixed ☒ Actual ☐ Estimate	
16. Source of Funds: ☐ Fed/State Grant ☒ Fed/State Funding ☒ County Specify: YOBG 30%, SB823 30%, CAMPS 30%, GF 10% Fed Catalog No: _____ State Legislation: AB/SB			
17. Fund: 900 Budget Unit: 6682/6691/6690/6689 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6 / 30 / 2024			
20. Remarks This is a 3 year contract to provide Vocational/Construction Trades education to youth under JDF custody.			
21. Signature Route: Department Contract Administrator 5/30/24 Dated County Counsel 6/3/2024 Dated CAO Analyst 6/20/24 Dated			
HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable			



County of Solano

CONTRACT NUMBER:
(Dept. Division FY #)

BUDGET ACCOUNT:
6682/6689/6690/6691

SUBJECT ACCOUNT:
2245

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

SOLANO COUNTY OFFICE OF EDUCATION

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2024 through June 30, 2027

3. The maximum amount of this Contract is:

\$666,660

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

Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – General Terms and Conditions

This Contract is made on July 1, 2024

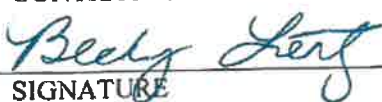
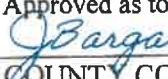
CONTRACTOR		COUNTY OF SOLANO		
SOLANO COUNTY OFFICE OF EDUCATION				
CONTRACTOR'S NAME		AUTHORIZED SIGNATURE		DATED
		5/29/2024		
SIGNATURE		DATED		
BECKY LENTZ		COUNTY ADMINISTRATOR		
PRINTED NAME		TITLE		
DIRECTOR, INTERNAL BUSINESS SERVICES		475 UNION AVENUE		
TITLE		ADDRESS		
5100 Business Center Drive		FAIRFIELD CA 94533		
ADDRESS		CITY STATE ZIP CODE		
Fairfield CA 94534				
CITY STATE ZIP CODE		Approved as to Content:		
				
		DEPARTMENT HEAD OR DESIGNEE		
		Approved as to Form:		
				
		COUNTY COUNSEL		

EXHIBIT A
SCOPE**1. PURPOSE**

The purpose of this Contract is to establish responsibilities and procedures related to the Vocational/Employment services provided to students detained at the Juvenile Detention Facility or otherwise under the jurisdiction of the Solano County Probation Department. This Agreement establishes a formal relationship between Solano County Office of Education (SCOE) and Solano County Probation Department (Probation) for the purpose of providing students in Juvenile Court and Community Schools (JCCS) an "Introduction to Construction Trades" course.

SCOE and Probation have a common interest in supporting the development of career and college readiness for the students in the JCCS (Juvenile Community and Court School) and Golden Hills Community School (GH), Fairfield campus. Career and technical education (CTE) provides students with skills and knowledge to pursue postsecondary goals and options for students who might otherwise be at risk of leaving high school. CTE programs and pathways reduce dropout and increase postsecondary success. It also increases the odds of students obtaining employment following release.

The Construction Trades course in the JCCS will provide students with valuable experience that will support them to acquire skills and seek employment. The program is planned for the Juvenile Detention Facility (JDF) and GH, Fairfield campus. Students that have started the program at JDF and are subsequently released will be able to access and complete the program at GH.

The "Introduction to Construction Trades" course will be operated at the JDF for all youth identified by Probation. The "Introduction to Construction Trades" course provides an overview and introduction to the trades. Students are introduced to calculation and characteristics of materials, carpentry, framing, basic electrical wiring, welding, and plumbing. Students learn about the construction trades careers. Coursework is project-based, providing students with opportunities to develop teamwork and project management skills. Students demonstrate responsibility for personal and occupational safety on the job site and have the opportunity to obtain Occupational Safety and Health Administration (OSHA) certifications verifying their competence.

1. REPONSIBILITIES OF THE PROBATION DEPARTMENT**County will:**

- A. Provide necessary equipment to include office space, furniture, supplies, and equipment, including but not limited to a desk, chair, paper, copier, telephone, fax and computer as is necessary for the Office of Education to provide services under this Contract. The computer shall be connected to the Office of Education network.
- B. Provide necessary materials for "Introduction to Constructions Trades" course.

- C. Fund a 1 Full Time Equivalent (FTE) CTE instructor to instruct the “Introduction to Construction Trades” course for student in JCCS during the traditional school year with the option to fund extended school year (aka summer school). 1 FTE is equivalent to 32 hours per week, which includes classroom instruction, preparation, travel between JDF and GHCS, lunch and breaks; in accordance with master contract between SCOE and Solano County Education Association. This cost is reflected in the budget attached as Exhibit B and is not an addition to that budget.
- D. Fund 1 FTE CTE Classroom Specialist to assist certificated instructor in operating classroom and instructing students, assists individual students in specific problem areas as necessary, and help maintain order in the classroom. 1 FTE is equivalent is 30 hours per week, which includes classroom and instructor support, travel between JDF and GHCS, lunch and breaks; in accordance with master contract between SCOE and California School Employees Association Chapter #608. This cost is reflected in the budget attached as Exhibit B and is not an addition to that budget.
- E. Provide space and power source for the equipment at JDF.
- F. Provide student supervision during the course at JDF.
- G. Provide transportation and supervision during collaboratively planned field trips.
- H. Lead, direct, and make final decisions related to safety procedures during the course, and during entering and exiting the designated course space.
- I. Make final decisions on student participation at the JDF site, specifically regarding acceptance to and termination from the program.

2. RESPONSIBILITIES OF THE OFFICE OF EDUCATION

SCOE will:

- A. Provide space, equipment and curriculum for the “Introduction to Construction Trades” course at GH, Fairfield campus.
- B. Provide curriculum for “Introduction to Construction Trades” course.
- C. Provide program supervision and oversight.
- D. Provide a CTE qualified instructor to work 184 days per traditional school calendar year with the option to work an additional 60 days for extended school year.
- E. Provide a CTE Classroom Specialist to work 184 days per traditional school calendar year with the option to work an additional 60 days for extended school year.
- F. Recruit guest speakers for the course, organize field trips, etc.
- G. Provide necessary equipment, tools, supplies.

- H. Provide program completion certificate and/or certified hours of training as completed.
- I. Assist with on-the-job training or employment placement where appropriate and available.

3. MUTUAL RESPONSIBILITIES

Both parties will:

- A. Abide by all applicable requirements as set forth in federal state laws and regulations and adhere to all applicable county and/or department policies and procedures.
- B. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this Contract, including the exchange of information with any third-party service providers.
- C. Establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable federal and state laws and regulations.
- D. Appoint liaisons to coordinate services, communicate and address areas of concern, and monitor performance of services under this Contract.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum compensation for activities performed by Contractor **shall not exceed \$666,660**. The Contractor will claim reimbursement costs monthly, on or by the twentieth calendar day of each month, to ensure that expenditures related are recorded in the proper period. Claims will be in the form of an invoice accompanied by an excel spreadsheet to reflect detailed costs. The Probation Department will be responsible to maintain a claim file that includes all underlying supporting documentation.

Note: Salaries and benefits must be supported by certified timesheets that record time spent on reimbursable activities.

2. METHOD OF PAYMENT

The Contractor will prepare and submit a reimbursement journal entry along with each monthly claim to the Probation Department.

Within 30 days of submission of the Contractor's monthly claim, and upon approval of the Probation Department's representative, Probation Department will sign the journal entry and forward to the Auditor-Controller's Office for processing to reimburse the Office of Education monthly in arrears for program costs incurred the prior month.

3. BUDGET DETAIL

Expense data submitted by Contractor under this Contract is detailed in the table below:

SOLANO COUNTY OFFICE OF EDUCATION
Budget - Intro to Construction Trades

FY 2024-25 - 2026-27

A. Personnel Expenses		24/25	25/26	25/27	Total
Job Title	FTE				
Teacher - 184 days	1.00	\$ 75,000	\$ 80,000	\$ 85,000	\$ 240,000
Teacher - extended school year (30 days)		12,250	13,000	13,500	38,750
Classroom Specialist	0.86	43,000	44,000	46,000	133,000
Total Salaries		\$ 130,250	\$ 137,000	\$ 144,500	\$ 411,750
Benefits		\$ 55,000	\$ 56,000	\$ 58,000	\$ 169,000
Total Personnel Expenses (Salary & Benefits)	1.86	\$ 185,250	\$ 193,000	\$ 202,500	\$ 580,750
B. Operating Expenses					
Equipment & Supplies		\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000
Travel (professional development)		2,000.00	2,000.00	2,000.00	6,000
Field trips		1,000.00	1,000.00	1,000.00	3,000
Total Operating Expenses		\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 27,000.00
C. Indirect Expenses					
Indirect Costs (9.04%) (rate is 24/25 rate; out years estimated at 10% which is average - actual rate may vary by year, to be determined)		\$ 17,560	\$ 20,200	\$ 21,150	\$ 58,910
Total Indirect Expenses		\$ 17,560	\$ 20,200	\$ 21,150	\$ 58,910
Total Budget		\$ 211,810	\$ 222,200	\$ 232,650	\$ 666,660

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CONFIDENTIALITY

Pursuant to Welfare and Institutions Code §5328 respecting confidentiality of records, including, but not limited to mental health records, and to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall without client's written permission:

- Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State.
- Not use client specific information for any purpose other than carrying out their obligations under this Contract.

2. CHILD/ADULT ABUSE

Parties warrant that they are knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code §11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code §15600 et seq.) requiring reporting of suspected abuse.

3. WARRANTY

Both parties warrant that its employees and any volunteers associated with the project:

- Are at least 21 years of age; and
- Have completed and passed a criminal background check, including being fingerprinted; and
- Have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude; and
- Meet all State of California standards, including any training and continuing professional education requirements associated with their employment and/or certification held.

4. DISPUTES

In the event a disagreement occurs, both parties agree that the County Administrator may exercise final authority, including, but not limited to interpretation of the Contract.

5. OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

The parties' obligation under this Contract is subject to the availability of authorized State and/or County funds. The parties may terminate the Contract, or any part thereof, 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 parties may, upon written notice, terminate this Contract in whole or in part.

6. TERMINATION

Each party shall have the right to terminate this Contract upon ninety days prior written notice to the other party.

7. INDEMNIFICATION**A. *County to indemnify SCOE***

- i. County agrees to indemnify, defend, protect, hold harmless, and release SCOE, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'SCOE'), 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 County in the performance of this Agreement. 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.
- ii. At its sole discretion, SCOE may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Section. SCOE shall notify County within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, SCOE's failure to notify County within said thirty (30) day time limit shall not relieve County of any obligation imposed by this Section unless County has been actually prejudiced by such delay.

B. *SCOE to indemnify County*

- i. SCOE agrees to indemnify, defend, protect, hold harmless, and release the County, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'County') 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 SCOE in connection with this Agreement. 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.
- ii. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve SCOE of any obligation imposed by this Section. County shall notify SCOE within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, County's failure to notify SCOE within said thirty (30) day time limit shall not relieve SCOE of any obligation imposed by this Section unless SCOE has been actually prejudiced by such delay.

C. *Each Party to defend itself for concurrent claims*

County agrees to defend itself, and SCOE agrees to defend itself, from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of County and SCOE in the performance of this Agreement. In such cases, County and

SCOE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 8 below.

D. Joint Defense

Notwithstanding subparagraph 3 above, in cases where County and SCOE agree in writing to a joint defense, County and SCOE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the negligent act or omission or willful misconduct of SCOE and County in the performance of this Agreement. Joint defense counsel shall be selected by mutual agreement of County and SCOE. County and SCOE agree to share the costs of such joint defense and any agreed settlement in equal amounts. County and SCOE further agree that neither Party may bind the other to a settlement agreement without the written consent of both County and SCOE.

8. INSURANCE

- A. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$2,000,000 per occurrence, and Auto Liability insurance of no less than \$1,000,000. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.
- B. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

9. NOTICES

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth on the first page of this Contract. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

10. ENTIRE AGREEMENT

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 parties other than those contained.



County of Solano
Contract Review Worksheet

RECEIVED
JUN 18 2024
Solano County
CAO

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: 05 / 10 / 2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☒ NO Amendment/Change Order Amendment/Change Order Number: 3 Contract No: Date: 07 / 01 / 2021 Please attach copies of original/amendments.	
6. Description of Contract: Contractor to provide Educational Support and Tutoring Services to youth at the Juvenile Detention Facility and both Youth Achievement Centers.			
7. Name of Contractor: SOLANO COUNTY OFFICE OF EDUCATION		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 07 / 01 / 2021 This amendment: 07 / 01 / 2024		13. Termination Date: 6 / 30 / 2022 By this amendment: 06 / 30 / 2025	
14. Contract Budget: Original Contract Amount: \$ 112,500 Total of Previous Amendments: \$ 412,570 Current Amendment: \$ 181,552 Total Amount of Contract \$ 594,122		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
16. Source of Funds: ☐ Fed/State Grant ☒ Fed/State Funding ☒ County Specify: YOBG 50%_GF50% Fed Catalog No: State Legislation: AB/SB			
17. Fund: 900 Budget Unit: 6682/6691 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6 / 30 / 2024			
20. Remarks: First amendment to extend contract and increase compensation <i>Ed Support</i> Master Contract List			
21. Signature Route: [Signature] 5/13/24 Department Contract Administrator Dated [Signature] 5/13/24 HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable Dated		[Signature] 5/13/24 County Counsel Dated [Signature] 6/20/24 CAO Analyst Dated	

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and SOLANO COUNTY OFFICE OF EDUCATION
(SCOE)**

This Third Amendment ("Third Amendment") is made on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and SOLANO COUNTY OFFICE OF EDUCATION (SCOE)("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2021 (the "Contract"), in which Contractor agreed to provide individualized educational support at the Juvenile Detention Facility (JDF) and the Youth Achievement Centers.
- B. On July 1, 2022 the parties amended the Contract ("First Amendment") to extend the term, amend the scope of the Contract, and increase total compensation.
- C. On July 1, 2023 the parties amended the Contract ("Second Amendment") to extend the term and increase compensation.
- D. The parties now wish to amend the Contract to extend the term and increase total compensation.
- E. This Third Amendment represents a twelve (12) month extension of the contract and an increase of \$181,552 in total compensation.
- F. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2024 - June 30, 2025.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$594,122.00.

C. Exhibit B - Budget Detail and Payment Provisions

Exhibit B Section 1 *TOTAL COMPENSATION* is deleted in its entirety and replaced with :

Maximum compensation for activities performed by the Contractor shall not exceed \$594,122.00. Compensation shall include reimbursement for staff salaries and benefits relative to the hours spent providing direct services in accordance with the attached to this contract as Attachment B. The Office of Education will claim reimbursement costs monthly, on or by the twentieth calendar day of each month, to ensure that expenditures related to the Educational Support Services project are recorded in the proper period. Claims will be in the form of an invoice accompanied by an excel spreadsheet to reflect detailed costs. The Probation Department will be responsible to maintain a claim file that includes all underlying supporting documentation.

3. Effectiveness of Contract.

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

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By 
Bill Emlen, County Administrator

SOLANO COUNTY OFFICE OF EDUCATION
(SCOE)

By 
Becky Lentz, Director
Internal Business Services

Digitally signed by Becky
Lentz
Date: 2024.05.01 17:26:04
-07'00'

APPROVED AS TO FORM

By 
County Counsel

**SOLANO COUNTY OFFICE OF EDUCATION
Educational Support & Tutoring**

FY 2024-25

Educational Support & Tutoring

A. Personnel Expenses		24/25
Job Title	FTE	
Educational Support & Tutoring Support Provider	1.00	\$ 107,000
Total Salaries		\$ 107,000
Benefits		\$ 56,000
Total Personnel Expenses (Salary & Benefits)	1.00	\$ 163,000
B. Operating Expenses		
Equipment & Supplies		\$ 1,500.00
Travel (professional development)/Mileage		2,000.00
Total Operating Expenses		\$ 3,500.00
C. Indirect Expenses		
Indirect Costs (9.04%)		\$ 15,052
Total Indirect Expenses		\$ 15,052
Total Budget		\$ 181,552



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 05 / 10 / 2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: _____ Date: / / Please attach copy of Bid/RFP or justification.	
		☒ Amendment/Change Order Amendment/Change Order Number: 4 Contract No: _____ Date: / / Please attach copies of original/amendments.	
6. Description of Contract: Contractor to provide transitional educational services to youth in Juvenile Hall.			
7. Name of Contractor: SOLANO COUNTY OFFICE OF EDUCATION		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above. _____			
12. Effective Date: Original Contract: 07 / 01 / 2021 This amendment: 07 / 01 / 2024		13. Termination Date: 6 / 30 / 2021 By this amendment: 06 / 30 / 2025	
14. Contract Budget: Original Contract Amount: \$ 76,561 Total of Previous Amendments: \$ 539,697 Current Amendment: \$ 176,645 Total Amount of Contract \$ 716,342		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
		16. Source of Funds: ☐ Fed/State Grant ☒ Fed/State Funding ☐ County Specify: YOBG/SB823 Fed Catalog No: _____ State Legislation: AB/SB	
17. Fund: 900 Budget Unit: 6682/6691 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/30/2024			
20. Remarks: Trans Ed Services Master Contract List			
21. Signature Route: Department Contract Administrator 5/13/24 Dated HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable Dated County Counsel 5/13/24 Dated CAO Analyst 6/20/24 Dated			

**FOURTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and SOLANO COUNTY OFFICE OF EDUCATION
(SCOE)**

This Fourth Amendment ("Fourth Amendment") is made on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and SOLANO COUNTY OFFICE OF EDUCATION (SCOE) ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2020 (the "Contract"), in which Contractor agreed to provide the County with Transitional Educational services to minors detained at the Juvenile Detention Facility (JDF).
- B. On July 1, 2021 the parties amended the Contract ("First Amendment") to extend the term, amend the scope and increase compensation.
- C. On July 1, 2022 the parties amended the Contract ("Second Amendment") to extend the term and increase compensation.
- D. On July 1, 2023 the parties amended the Contract ("Third Amendment") to extend the term and increase compensation.
- E. The parties now wish to amend the Contract to extend the term to amend the scope of the contract and to increase total compensation.
- F. This Fourth Amendment represents a twelve (12) month extension of the Contract to allow for continued services through June 30, 2025 and an increase of \$176,645 in total compensation.
- G. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of the Contract is: July 1, 2020 through June 30, 2025.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$716,342.

3. Exhibit A: SCOPE

Exhibit A: SCOPE is deleted in its entirety and replaced with Attachment A.

4. Exhibit B - Budget Detail and Payment Provisions

Exhibit B Section 1 *TOTAL COMPENSATION* is deleted in its entirety and replaced with:

Maximum compensation for activities performed by the Office of Education shall not exceed \$716,342. Compensation shall include reimbursement for staff salaries and benefits relative to the hours spent providing direct services in accordance with the attached to this contract as Attachment

B. The Office of Education will claim reimbursement costs monthly, on or by the twentieth calendar day of each month, to ensure that expenditures related to the Transitional Educational Services project are recorded in the proper period. Claims will be in the form of an invoice accompanied by an excel spreadsheet to reflect detailed costs. The Probation Department will be responsible to maintain a claim file that includes all underlying supporting documentation.

5. Effectiveness of Contract.

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

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By 
Bill Emlen, County Administrator

SOLANO COUNTY OFFICE OF EDUCATION
(SCOE)

By  Digitally signed by Becky Lentz
Date: 2024.05.03 11:15:41
+07'00'
Becky Lentz, Director
Internal Business Services

APPROVED AS TO FORM

By 
County Counsel

Attachment A
Scope Updated 24/25

EXHIBIT A
SCOPE

1. PURPOSE

The purpose of this Contract is to establish responsibilities and procedures related to the Transitional Education and the College and Career Readiness services provided to minors detained at the Juvenile Detention Facility (JDF) or otherwise under the jurisdiction of the Solano County Probation Department. This Agreement establishes a formal relationship between Solano County Office of Education (SCOE) and Solano County Probation Department (Probation) for the purpose of providing students in detained in JDF Transitional Education Services and College and Career Readiness Services.

The Office of Education and the Probation Department agree that:

- A. The Education plan and school performance is disrupted when a minor is detained in the JDF.
- B. During the period of detention, the minor is provided with education instruction through the Solano County Office of Education (SCOE).
- C. Upon release from the JDF, it is sometimes difficult for a minor to return to his/her local school district and re-enroll in classes in a timely manner.
- D. The delay in returning the minor to a structured education environment can increase the minor's chances of engaging in delinquent behavior.
- E. Reducing the delay to return to the local school district can increase a minor's chances of completing credits to obtain a high school diploma, GED, or completion of the high school equivalency exam.
- F. The Transitional Education Services project is a collaborative intervention program between the parties designed to offer minors a wide range of services geared towards promoting academic improvements. The goal is to assist the minor and parent following a minor's detention in the Juvenile Detention Facility, with services that will expedite his/her re-enrollment in the local school district. Services will follow the minor while under community supervision through the Probation Department.
- G. Minors detained in JDF should have access to College and Career Readiness opportunities to increase employment and post-secondary options.
- H. The Probation is responsible for the referrals of minors to the project to include the identification of minors who have been detained a minimum of fifteen (15) days and pending release from the facility.

- I. The Probation is responsible for identifying minors to participate in College and Career Readiness Services.

2. REPSONSIBILITIES OF THE PROBATION DEPARTMENT

County will:

- A. Identify minors who have been detained in the Juvenile Detention Facility for a minimum of 15 days to include providing the release dates of minors who are committed to the Challenge Program.
- B. Provide necessary equipment to include office space, furniture, supplies, and equipment, including but not limited to a desk, chair, paper, copier, telephone, fax and computer as is necessary for the Office of Education to provide services under this Contract. The computer shall be connected to the Office of Education network.
- C. For those minors under the jurisdiction of the Solano County Probation Department, provide information and data to assist in development of case plans, Education plans and reports for the Juvenile Court.
- D. Monitor the length of probation supervision and provide notification to the Office of Education when Juvenile Court jurisdiction is terminated.
- E. Provide funding for a .60 FTE Student Support Specialist to provide Transitional Education Services.
- F. Provide funding for .50 FTE College and Career Development Specialist to provide College and Career Readiness opportunities to increase employment and post-secondary options for minors under JDF custody.

3. RESPONSIBILITIES OF THE OFFICE OF EDUCATION

SCOE will:

- A. Operate and perform the administrative functions of the Transitional Education Services project to include collaborating with the local school districts in Solano County and adult education programs. In addition, the staff assigned to the project will work with the minor's assigned probation officer.
- B. Review the Education records of minors identified by Probation who have been detained in the Juvenile Detention Facility for a minimum of fifteen (15) days.
- C. Provide a 1.0 FTE Student Support Specialist to provide Transitional Education Services. The Student Support Specialist will provide the following services of support to any student transitioning out of the JDF. Case Management Services will include:
 1. Work with minors to develop a continuing education and re-enrollment plan.

2. Serve as a liaison between the school district and the student and his/her family to ensure that the school district has all of student transcripts. If transcripts are missing, request the transcripts that are needed and provide the minors, parents and the school with a copy.
 3. Maintain weekly communication with school district personnel and the school's registrar to verify the student has been enrolled into school.
 4. Track data monthly on minors that are re-enrolled back into the district (i.e., school district, date referred, where placed, first day of school, lapse between discharge and start of school, attendance, if returned to juvenile hall within six months of release).
 5. If not receiving any other behavioral support services, coordinate with Probation Officer to either provide or refer for behavioral support services to include, individual therapy (emotional/social support and mentoring) and group therapy (anger management, cognitive behavioral programs, and life skills).
- D. Provide a .50 FTE College and Career Development Specialist to provide College and Career Readiness opportunities to increase employment and post-secondary options for minors in JDF.
1. Conduct career exploration activities.
 2. Provide employability skills training (e.g., resume writing, cover letters, dress for success).
 3. Provide workshops on finding and applying for employment.
 4. Provide workshop on financial literacy.
 5. Provide workshop proper use of social media and technology as it relates to employment.
 6. Provide Work-Based Learning opportunities.
- E. Provide college preparation workshops (discussing FASFA, college applications, financial aid, etc.).
- F. Attend unit and division meetings in the Juvenile Division of the Probation Department as directed and provide updated information related to the project. These meetings may also be used to staff cases and develop education plans with the assigned probation officer.
- G. Attend JDF, Challenge Team meetings as directed to provide information, review education records of the minors referred to the project and develop Education plans.
- H. Develop and document Individualized Education Plans for all Probation-referred minors assigned to the project. Provide information related to the project to stakeholders as deemed necessary.
- I. Collect data as determined by Probation and SCOE.
- J. Establish quarterly project evaluation and monthly progress meeting dates and times. Provide any information obtained from the program evaluation to the Probation Department on a minimum of a quarterly basis.

4. MUTUAL RESPONSIBILITIES

Both parties will:

- A. Abide by all applicable requirements as set forth in federal state laws and regulations and adhere to all applicable county and/or department policies and procedures.
- B. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this CONTRACT, including the exchange of information with any third-party service providers.
- C. Establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable federal and state laws and regulations.
- D. Appoint liaisons to coordinate services, communicate and address areas of concern, and monitor performance of services under this Contract.

**SOLANO COUNTY OFFICE OF EDUCATION
JDF Transition Services**

FY 2024-25

A. Personnel Expenses		
Job Title	FTE	
Student Support Specialist	0.60	\$ 71,000
College & Career Development Specialist	0.50	33,000
Total Salaries		\$ 104,000
Benefits		\$ 58,000
Total Personnel Expenses (Salary & Benefits)	1.10	\$ 162,000
C. Indirect Expenses		
Indirect Costs (9.04%)		\$ 14,645
Total Indirect Expenses		\$ 14,645
Total Budget		\$ 176,645



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 05 / 10 / 2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: _____ Date: ____ / ____ / ____ Please attach copy of Bid/RFP or justification.	
		☒ Amendment/Change Order Amendment/Change Order Number: 3 Contract No: C0104659 Date: ____ / ____ / ____ Please attach copies of original/amendments.	
6. Description of Contract: Contractor to conduct comprehensive behavioral health screening and provide clinical support services to youth at the Juvenile Detention Facility			
7. Name of Contractor: SOLANO COUNTY OFFICE OF EDUCATION		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above. _____			
12. Effective Date: Original Contract: 07 / 01 / 2022 This amendment: 07 / 01 / 2024		13. Termination Date: 6 / 30 / 2023 By this amendment: 6 / 30 / 2025	
14. Contract Budget: Original Contract Amount: \$ 193,136 Total of Previous Amendments: \$ 713,987 Current Amendment: \$ 420,349 Total Amount of Contract \$ 1,134,336		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
		16. Source of Funds: ☐ Fed/State Grant ☐ Fed/State Funding ☒ County 100% Specify: _____ Fed Catalog No: _____ State Legislation: AB/SB	
17. Fund: 900 Budget Unit: 6689/6690/6691 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06/30/2024			
20. Remarks Behavioral Health Master Contract List			
21. Signature Route: _____ Department Contract Administrator _____ HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable			
_____ Dated 5/13/24		_____ County Counsel _____ CAO Analyst _____ Dated 5/13/24 _____ Dated 6/20/24	

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and SOLANO COUNTY OFFICE OF EDUCATION
(SCOE)**

This Third Amendment ("Third Amendment") is made on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and SOLANO COUNTY OFFICE OF EDUCATION (SCOE). ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2022 (the "Contract"), in which Contractor agreed to a range of behavioral health clinical services for youth at the Juvenile Detention Facility (JDF) including conducting comprehensive behavioral health screening, discharge planning, and referral and linkage upon release for youth in-custody.
- B. On February 7, 2023 the parties amended the Contract ("First Amendment") to increase in compensation.
- C. On July 1, 2023 the parties amended the Contract ("Second Amendment") to extend the term and increase compensation.
- D. The parties now wish to amend the Contract to extend the term and increase total compensation.
- E. This Third Amendment represents a twelve (12) month extension of the contract and increase of \$420,349.00 in total compensation.
- F. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2024 through June 30, 2025.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$1,134,336.

C. Exhibit B - Budget Detail and Payment Provisions

Exhibit B Section 1 *TOTAL COMPENSATION* is deleted in its entirety and replaced with:

Maximum compensation for activities performed by the Office of Education shall not exceed \$1,134,336.00. Compensation shall include reimbursement for staff salaries and benefits relative to the hours spent providing direct services in accordance with the attached to this contract as Attachment B. The Office of Education will claim reimbursement costs monthly, on or by the twentieth calendar day of each month, to ensure that expenditures related to the Clinical Services project are recorded in the proper period. Claims will be in the form of an invoice accompanied by an excel spreadsheet to reflect detailed costs. The Probation Department will be responsible to maintain a claim file that includes all underlying supporting documentation.

3. Effectiveness of Contract.

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

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By 
Bill Emlen, County Administrator

SOLANO COUNTY OFFICE OF EDUCATION
(SCOE)

By  Digitally signed by Becky Lentz
Date: 2024.05.03 11:24:49 -07'00'
Becky Lentz, Director
Internal Business Services

APPROVED AS TO FORM

By 
County Counsel

**SOLANO COUNTY OFFICE OF EDUCATION
Clinical Support Services**

FY 2024/25

Category	FTE (full time equivalency)	Program	SCOE In-Kind	Total
Student Wellness Specialist/Mental Health & Wellness Clinician	2.00	227,000	-	227,000
Director, Clinical Services	0.05	-	9,000	9,000
Clinical Services Supervisor	0.15	23,000	-	23,000
Benefits		125,000	4,300	129,300
Total Salary/Benefits	2.20	375,000	13,300	388,300
Misc Supplies/Equipment		4,000	-	4,000
Mileage/Training		4,500	-	4,500
Professional Services (legal consultation, training, technical assistance)		2,000	-	2,000
Total Operating		10,500	-	10,500
Indirect Costs - 9.04%		34,849	1,202	36,051
Total Expenses		420,349	14,502	434,851



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

County
CAO

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: 05 / 10 / 2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? Sole Source Contract? ☐ YES ☒ NO ☐ YES ☒ NO Bid/RFP No: _____ Date: / / Please attach copy of Bid/RFP or justification.	
		☒ Amendment/Change Order Amendment/Change Order Number: 1 Contract No: _____ Date: / / Please attach copies of original/amendments.	
6. Description of Contract: Provide evaluation for effectiveness of the programs and services in relation to Prevention/Reduction of Violence & Empowering New Transitions in justice-involved youth/families.			
7. Name of Contractor: SAKI CABRERA		8. EIN - SSN -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☐ YES ☒ NO Please list County department if other than the department listed on number 1 above. _____			
12. Effective Date: Original Contract: 10 / 01 / 2023 This amendment: 07 / 01 / 2024		13. Termination Date: 06 / 30 / 2024 By this amendment: 06 / 30 / 2026	
14. Contract Budget: Original Contract Amount: \$ 50,000 Total of Previous Amendments: \$ _____ Current Amendment: \$ 150,000 Total Amount of Contract \$ 200,000		15. Payment Terms: ☐ Prepaid ☒ Arrears ☒ Fixed ☐ Actual ☐ Estimate ☐ Monthly ☐ Quarterly ☐ Progress ☐ Other	
		16. Source of Funds: ☒ Fed/State Grant ☐ Fed/State Funding ☐ County Specify: _____ Fed Catalog No: _____ State Legislation: AB/SB 823	
17. Fund: 900 Budget Unit: 6680 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. N/A 6/25/24			
20. Remarks Master Contract List			
21. Signature Route: _____ Department Contract Administrator _____ HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable			
_____ Dated 5/13/24		_____ County Counsel _____ CAO Analyst _____ Dated 5/13/24 _____ Dated 6/19/24	



**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
SAKI CABRERA**

This First Amendment is made on July 1, 2024, between the **County of Solano**, a political subdivision of the State of California ("County") and **Saki Cabrera** ("Contractor").

1. Recitals

- A. The parties entered into a contract dated October 1, 2023 (the "Contract"), in which the Contractor agreed to provide evaluation services to determine effectiveness of the programs and services in relation Prevention/Reduction of Violence & Empowering New Transitions (PREVENT) developmental assets.
- B. The County now needs to amend the Contract and extend the term of the contract through June 30, 2026 and increase compensation.
- C. This First Amendment represents an extension of the contract to allow for continued services through June 30, 2026 and increase compensation in the amount of \$150,000, not to exceed \$74,499 per fiscal year.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: October 1, 2023 through June 30, 2026.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$200,000, not to exceed \$74,499 per fiscal year.

C. Payment Provisions

Monthly payments: October 1, 2023, through June 30, 2026 \$5,555 per month on average; will bill accordingly to scope of work but not to exceed fiscal year cap.

3. Effectiveness of Contract

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

SAKI CABRERA	COUNTY OF SOLANO
By:  SAKI CABRERA	By:  BILL EMLÉN, COUNTY ADMINISTRATOR
	Approved as to Form:
	By:  COUNTY COUNSEL



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County

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: 05/21/2024													
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657													
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original ☒ Amendment/Change Order Amendment/Change Order Number: 4 Contract No: Date: 07 / 01 / 2019 Please attach copies of original/amendments.													
6. Description of Contract: CONTRACTOR TO PROVIDE AND IMPLEMENT EVIDENCE-BASED (EBP) PROGRAMS INCLUDING INTERVENTION, FAMILY ENGAGEMENT AND SUPPORT SERVICES TO SOLANO COUNTY JUVENILE PROBATION DIVISION.															
7. Name of Contractor: LEADERS IN COMMUNITY ALTERNATIVES, INC.		8. EIN - SSN - -													
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:															
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:															
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:															
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.															
12. Effective Date: Original Contract: 07 / 01 / 2019 This amendment: 07 / 01 / 2024		13. Termination Date: 06 / 30 / 2024 By this amendment: 09 / 30 / 2024													
14. Contract Budget: Original Contract Amount: \$ 2,203,669 Total of Previous Amendments: \$ 3,477,829.64 Current Amendment: \$ 159,796 Total Amount of Contract \$ 3,637,625.64		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other													
16. Source of Funds: ☐ Fed/State Grant ☒ Fed/State Funding ☒ County Specify: JJCPA-YOBG Fed Catalog No: State Legislation: AB/SB															
17. Fund: 900 Budget Unit: 6707/6682/6690 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO													
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/30/2024															
20. Remarks Second amendment to extend contract and increase compensation <i>Master Contract List</i>															
21. Signature Route: <table border="0"><tr><td></td><td>5/21/24</td><td></td><td>5/21/2024</td></tr><tr><td>Department Contract Administrator</td><td>Dated</td><td>County Counsel</td><td>Dated</td></tr><tr><td>HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable</td><td>Dated</td><td>CAO Analyst</td><td>Dated</td></tr></table>					5/21/24		5/21/2024	Department Contract Administrator	Dated	County Counsel	Dated	HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable	Dated	CAO Analyst	Dated
	5/21/24		5/21/2024												
Department Contract Administrator	Dated	County Counsel	Dated												
HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable	Dated	CAO Analyst	Dated												

**FOURTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and LEADERS IN COMMUNITY ALTERNATIVES,
INC.**

This Fourth Amendment ("Fourth Amendment") is entered into on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Leaders in Community Alternatives, INC. ("Contractor") (collectively, "the parties").

1. Recitals

- A. The parties entered into a contract dated July 1, 2019, in which Contractor agreed to provide County with Juvenile Intervention, Family Engagement and Youth Development Services.
- B. On July 15, 2019 the parties amended the Contract ("First Amendment") to revise Scope of Work.
- C. On July 1, 2022 the parties amended the Contract ("Second Amendment") to revise Scope of Work and extend the contract.
- D. On July 1, 2023 the parties amended the Contract ("Third Amendment") to extend the term and increase compensation.
- E. The County now needs to amend the Contract to extend the term and increase compensation.
- C. This Fourth Amendment represents a three (3) month extension of the Contract to allow for continued services through September 30, 2024 and increase of \$159,796 in total compensation.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The Term of the Contract is: July 1, 2019 through September 30, 2024.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$3,637,625.64.

C. Exhibit B. Payment Provisions

- i) Section 1. *Total Compensation* is amended as follows:

Maximum contract amount **shall not exceed \$3,637,625.64.**

- ii) *Payment Provisions* is amended to add the Approved Budget for FY2023-24, attached to and incorporated into this Fourth Amendment as Attachment B-2.3.

COSTS REIMBURSED BY MONTH
Solano Juvenile Services

Attachment B-2.3.

Description	FY 2023-2024	Q3 2024 Budget
Director of Program Services	\$13,632	\$ 3,408
Program Director	\$8,000	\$ 2,000
Program Monitor 1 - NEW	\$45,760	\$ 11,440
Program Monitor 2	\$ 45,760	\$ 11,440
Community Based Case Manager - FF -	\$54,080	\$ 13,520
Community Based Case Manager -WIO	\$54,080	\$ 13,520
Onsite Transitional Case Manager/Challenge JDC	\$58,240	\$ 14,560
Total Personnel Costs	\$ 279,552	\$ 69,888
Fringe Benefits	\$ 83,865.00	\$ 20,966
Total Personnel Costs	\$ 363,417.00	\$ 90,854
Direct Service Costs		\$ -
Curriculum		\$ -
Client Supportive Services	\$36,000	\$ 9,000
Client Food	\$31,326	\$ 7,831
Travel/Mileage	\$2,000	\$ 500
Gas (Transport Clients)	\$4,000	\$ 1,000
Auto Lease/Maintenance/DMV	\$28,640	\$ 7,160
Communications	\$3,171	\$ 773
Office Equipment/Maintenance	\$4,240	\$ 1,060
Office Supplies/Postage/Business Cards	\$7,000	\$ 1,750
Training and Education (Staff)	\$3,552	\$ 888
Lease/Rent	\$45,306	\$ 11,327
Utilities	\$5,000	\$ 1,250
Building Repairs/Janitorial	\$7,500	\$ 1,875
Insurance (Auto, Property and General Liability)	\$13,161.00	\$ 3,290
Direct Services Costs	\$ 190,896	\$ 47,724
Indirect Service Costs		\$ -
Legal/Accounting		\$ -
Taxes and Licenses	\$ 1,500	\$ 375
Administrative Overhead (% of Personnel & Direct)	\$ 83,372	\$ 20,843
TOTAL COSTS	\$ 639,185	\$ 159,756

3. Effectiveness of Contract.

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

COUNTY OF SOLANO, a Political
Subdivision of the State of California

LEADERS IN COMMUNITY
ALTERNATIVES, INC.

By: Bill Emlen
Bill Emlen, County Administrator

By: Jake Villeneuve
Jake Villeneuve, Executive Director

APPROVED AS TO FORM

By: J. Barga
County Counsel



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 05/03/2024	
3. Contract Administrator: SAN CHESSER		4. Phone Ext: 7522	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☒ YES ☐ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: 952-07-08-20 Date: / / Please attach copy of Bid/RFP or justification.	
		☒ Amendment/Change Order Amendment/Change Order Number: 3 Contract No: Date: 03 / 01 / 2020 Please attach copies of original/amendments.	
6. Description of Contract: Contractor to provide community and in-custody employment and related re-entry vocational training services to adult participants under Probation supervision as well as individuals under Sheriff's custody.			
7. Name of Contractor: LEADERS IN COMMUNITY ALTERNATIVES		8. EIN SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? If yes: Name of Public Pension Plan:		☐ YES ☒ NO Date of Retirement:	
10. Has County contracted with Contractor previously during this fiscal year? Please list County department if other than the department listed on number 1 above.		☒ YES ☐ NO SHERIFF	
11. Effective Date:: Original Contract: 03 / 01 / 2020 This amendment: 07/ 01 / 2024		12. Termination Date: 06/ 30 / 2025	
13. Contract Budget: Original Contract Amount: \$ 2,255,622 Total of Previous Amendments: \$ 1,107,059 Current Amendment: \$ 845,776 Total Amount of Contract \$ 4,208,457		14. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
		15. Source of Funds: ☐ Fed/State Grant ☒ State Allocation ☐ County Fed Catalog No: State Legislation: AB 109	
16. Fund: 900 Budget Unit: 6675 Sub-object: 3157		17. Current Appropriation Sufficient? ☒ YES ☐ NO	
18. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06 / 25 / 2024			
19. Remarks: For FY24/25 <i>Master Contract List</i>			
20. Signature Route Department Contract Administrator		 County Counsel	
 Human Resources Analyst for Contract Employees		 CAO Analyst	
Dated 05/06/24		Dated 5/16/24 Dated 6/19/24	

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and LEADERS IN COMMUNITY ALTERNATIVES, INC.**

This Third Amendment ("Third Amendment") is entered into on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Leaders in Community Alternatives, INC. ("Contractor") (collectively, "the parties").

1. Recitals

- A. The parties entered into a contract dated March 1, 2020, in which Contractor agreed to provide County with on-site employment and related re-entry services for adult participants placed under Probation Department's supervision and referred to the Center for Positive Change or in custody and referred to the Sheriff's Employment Readiness Program while incarcerated in the Solano County Jail.
- B. On July 1, 2022 the parties amended the Contract to extend the term and increase compensation.
- C. On July 1, 2023 the parties amended the Contract to extend the term and increase compensation.
- D. The County now needs to amend the contract to extend the term and increase compensation.
- C. This Third Amendment represents a twelve (12) month extension of the Contract to allow for continued services through June 30, 2025 and increase of \$845,776 in total compensation.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: March 1, 2020 through June 30, 2025.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$4,208,457.

C. Payment Provisions

- 1. The first sentence in Section 1 *Total Compensation* of Exhibit B is amended as follows:

Maximum contract amount **shall not exceed \$4,208,457.**

D. Budget

Exhibit B *Payment Provisions* is amended to add the Approved Budget for FY2024-25, attached to and incorporated into this Third Amendment as Attachment B-2.3.

3. Effectiveness of Contract.

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

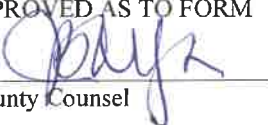
COUNTY OF SOLANO, a Political
Subdivision of the State of California

LEADERS IN COMMUNITY ALTERNATIVES, INC.

By: 
Bill Emlen, County Administrator

By: 
Jake Villeneuve, Executive Director

APPROVED AS TO FORM

By: 
County Counsel

SOLANO COUNTY EMPLOYMENT SERVICES PROGRAM

		Probation	Sheriff	FY 24-25 (12 months)
Detailed Budget				
1. Salaries				
LCA Program Director		\$ 74,418	\$ 13,132	\$ 87,550
Employment Specialist-In Custody			\$ 72,100	\$ 72,100
Employment Specialist-Fairfield		\$ 72,100		\$ 72,100
Employment Specialist-Vallejo		\$ 72,100		\$ 72,100
Job Retention Specialist		\$ 70,040		\$ 70,040
Reentry Specialist		\$ 59,534	\$ 10,506	\$ 70,040
2. Benefits @.31%		\$ 107,939	\$ 29,678	\$ 137,618
SUBTOTAL TOTAL PERSONNEL		\$ 456,131	\$ 125,416	\$ 581,548
3. OPERATING				
Program Curriculum		\$ 3,469	\$ 1,521	\$ 4,990
Supplies		\$ 15,700	\$ 800	\$ 16,500
Incentives/Awards		\$ 73,910	\$ 6,090	\$ 80,000
Transportation Incentives (BUS PASS,GAS CARDS)		\$ 78,500	\$ 500	\$ 79,000
Vocational Training Related Purchases		\$ 83,253	\$ 1,500	\$ 84,753
Database-FMP		\$ 3,150	\$ 1,050	\$ 4,200
Training and Education (Staff)		\$ 5,500	\$ 400	\$ 5,900
Travel/Millage		\$ 6,300	\$ 700	\$ 7,000
Communications		\$ 2,000		\$ 2,000
Insurance		\$ 7,544	\$ 1,200	\$ 8,744
SUBTOTAL OPERATIONS		\$ 279,326	\$ 13,761	\$ 293,087
4.				
5.				
6.				
Subtotal:		\$ 735,457	\$ 139,177	\$ 874,635
7. Administrative Overhead				
	15%	\$ 110,319	\$ 20,877	\$ 131,196
Total		\$ 845,776	\$ 160,054	\$ 1,005,831



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 05/14/2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original ☒ Amendment/Change Order Amendment/Change Order Number: 4 Contract No: Date: / / Please attach copies of original/amendments.	
6. Description of Contract: CONTRACTOR TO CONDUCT TIME STUDY TO ASSIST DEPARTMENT TO PREPARE TITLE IV-E CLAIMS UTILIZING THEIR PROPRIETARY SOFTWARE (RTMS) IN ORDER TO MAXIMIZE FEDERAL REVENUE.			
7. Name of Contractor: JUSTICE BENEFITS INC.		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 7 / 1 / 2019 This amendment: 07 / 01 / 2024		13. Termination Date: 6 / 30 / 2022 By this amendment: 06 / 30 / 2025	
14. Contract Budget: Original Contract Amount: \$ 75,000 Total of Previous Amendments: \$ 255,000 Current Amendment: \$ 60,000 Total Amount of Contract \$ 315,000		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☐ Monthly ☐ Quarterly ☒ Progress ☐ Other	
16. Source of Funds: ☐ Fed/State Grant ☒ Fed/State Funding ☐ County Specify: _YOBG_ Fed Catalog No: State Legislation: AB/SB			
17. Fund: 900 Budget Unit: 6680 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/30/2024			
20. Remarks: This Second Amendment represents an increase of \$60,000 to total contract amount. <i>Master Contract List</i>			
21. Signature Route: _____ Department Contract Administrator _____ HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable			
_____ Dated 5/21/24		_____ County Counsel _____ CAO Analyst _____ Dated 5/21/2024	

**FOURTH AMENDMENT TO PROFESSIONAL AGREEMENT
BETWEEN COUNTY OF SOLANO and JUSTICE BENEFITS**

This Fourth Amendment ("Fourth Amendment") is entered into as of July 1, 2024 between the County of Solano, a political subdivision of the State of California ("County"), and JBI, LTD, a Texas limited partnership, ("JBI" or "Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2019 (the "Contract").
- B. On July 1, 2021 ("First Amendment") the parties amended the Contract to increase compensation.
- C. On July 1, 2022 ("Second Amendment") the parties amended the Contract to extend the term and increase compensation.
- D. On July 1, 2023 ("Third Amendment") the parties amended the Contract to extend the term and increase compensation.
- E. The parties now need to amend the Contract to increase compensation and extend the Contract to allow for continued services through June 30, 2025.
- F. This Fourth Amendment represents a twelve (12) month extension of the Contract and increase of \$60,000 in compensation, for total \$315,000.
- G. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract

The Term of this Contract is: July 1, 2019 - June 30, 2025.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$315,000.

3. Effectiveness of Contract.

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

COUNTY OF SOLANO, a political
subdivision of the State of California

By: Bill E
Bill Emlen, County Administrator

APPROVED AS TO FORM

By: J Barga
County Counsel

JB, LTD, a Texas limited partnership
Contractor

By: Ginger Gonzalez
Ginger Gonzalez



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County

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: 06/3/2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☐ Original ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Amendment/Change Order Amendment/Change Order Number: 3 Contract No: C0102067 Date: Please attach copies of original/amendments.	
6. Description of Contract: Contractor to provide medical and dental services for wards detained at the Juvenile Detention Facility and Challenge Program.			
7. Name of Contractor: CALIFORNIA FORENSIC MEDICAL GROUP		8. EIN 77 - 0005793 SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? If yes: Name of Public Pension Plan:		☐ YES ☒ NO Date of Retirement:	
10. Has County contracted with Contractor previously during this fiscal year? Please list County department if other than the department listed on number 1 above.		☒ YES ☐ NO SHERIFF	
11. Effective Date:: Original Contract: 07 / 01 / 2021 This amendment: 7/1/2024		12. Termination Date: 06 / 30 / 2025	
13. Contract Budget: Original Contract Amount: \$ 5,930,804 Total of Previous Amendments: \$ Current Amendment: \$ 2,291,678 Total Amount of Contract \$ 8,362,558.44		14. Payment Terms: ☒ Prepaid ☐ Arrears ☒ Fixed ☐ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
15. Source of Funds: ☐ Fed/State Grant ☒ State Allocation YOBG ☒ County Fed Catalog No: State Legislation: AB			
16. Fund: 900 Budget Unit: 6690-6682 Sub-object: 2245		17. Current Appropriation Sufficient? ☒ YES ☐ NO	
18. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/25/24			
19. Remarks: Master Contract List			
20. Signature Route: Department Contract Administrator HR Analyst (for Contract Employees) or Risk Mngmt (for insurance changes) if applicable *See Instructions		6/3/24 Dated County Counsel 6/3/2024 Dated CAO Analyst 6/19/24 Dated	

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and CALIFORNIA FORENSIC MEDICAL GROUP,
INC.**

This THIRD Amendment ("Third Amendment") is made on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and California Forensic Medical Group ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2021 (the "Contract"), in which Contractor agreed to provide on-site medical services to identified juvenile clients placed at the Juvenile Detention Facility.
- B. On January 1, 2022 the parties amended the Contract ("First Amendment") to revise the Scope of Work.
- C. On July 1, 2023 the parties amended the contract ("Second Amendment") to increase compensation.
- D. The parties now wish to amend the contract to increase compensation and extend services through June 30, 2025.
- E. This Third Amendment represents a \$2,291,678 increase in total compensation and extending the term for 12-months.
- F. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract.

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$8,362,558.44.

B. Term of Contract.

The Term of the Contract is: 7/1/2024 through 6/30/2025.

C. Exhibit B, Budget Detail and Payment Provisions

The first paragraph in Section 1 *TOTAL COMPENSATION* is amended to:

Maximum compensation for medical services shall not exceed \$8,362,558.44.

Section 4. *ANNUAL PRICE ADJUSTMENT*. The table below reflects the adjustment with new rate.

Renewal Year	Annual Cost	Monthly Cost
4: July 1, 2024 – June 30, 2025	\$2,291,678.00	\$190,973.17

3. Effectiveness of Contract.

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

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By Bill Emlen
Bill Emlen, County Administrator

CALIFORNIA FORENSIC MEDICAL
GROUP, INC.

DocuSigned by:
By Dr. Grady Judson Bazzel
Dr. Judd Bazzel, President

APPROVED AS TO FORM

By J. Barga
County Counsel



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 06 / 30 / 2024	
3. Contract Administrator: ROBELLE PARAS		4. Phone Ext: 7449	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? Sole Source Contract? ☐ YES ☒ NO ☐ YES ☒ NO Bid/RFP No: _____ Date: / / Please attach copy of Bid/RFP or justification.	
		☒ Amendment/Change Order Amendment/Change Order Number: 1 Contract No: _____ Date: _____ Please attach copies of original/amendments.	
6. Description of Contract: Maintenance of current web based assessment administration and case plan management.			
7. Name of Contractor: Catalis Courts and Land Records, LLC		8. EIN - SSN -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 07 / 01 / 2023 This amendment: 07 / 01 / 2024		13. Termination Date: 06 / 30 / 2025 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 59,098.20 Total of Previous Amendments: \$ 0 Current Amendment: \$ 62,644.09 Total Amount of Contract \$ 121,742.29		15. Payment Terms: ☐ Prepaid ☒ Monthly ☒ Arrears ☐ As Needed ☐ Fixed ☐ Progress ☒ Actual ☐ Other ☐ Estimate	
		16. Source of Funds: ☐ Fed/State Grant AB109 ☐ Fed/State Funding ☒ County Specify: _____ Fed Catalog No: _____ State Legislation: AB/SB	
17. Fund: 900 Budget Unit: 6661 Sub-object: 2261		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. N/A 6/25/24			
20. Remarks Master Contracts List			
21. Signature Route: Digitally signed by Robelle Paras Date: 2024.04.22 13:22:10 -07:00 Department Contract Administrator		Barga, Julie A. Digitally signed by Barga, Julie A. Date: 2024.04.22 13:48:59 -07:00 County Counsel Tame Juker 6/19/24 CAO Analyst	
HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		Dated _____	

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and CATALIS COURTS AND LAND RECORDS,
LLC**

This FIRST Amendment ("First Amendment") is made on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Catalis Courts and Land Records, LLC ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2023 (the "Contract"), in which Contractor agreed to provide hosting, data storage, support, and maintenance of Ce Assessments software.
- B. The parties now wish to amend the Contract to extend the term and increase total compensation.
- A. This First Amendment represents a twelve (12) month extension of the contract to allow for continued services through June 30, 2025 and a \$62,644.09 increase in total compensation.
- C. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract.

SUBSCRIPTION TERM is deleted in its entirety and replaced with:

Subscription Start Date: 7/1/2023
Subscription End Date: 6/30/2025

B. Amount of Contract.

The maximum amount of this Contract is: \$121,742.29.

3. Effectiveness of Contract.

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



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 06 / 30 / 2024	
3. Contract Administrator: ROBELLE PARAS		4. Phone Ext: 7449	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☐ NO Bid/RFP No: _____ Date: / / Please attach copy of Bid/RFP or justification.	
		☒ Amendment/Change Order Amendment/Change Order Number: 2 Contract No: _____ Date: _____ Please attach copies of original/amendments.	
6. Description of Contract: Contractor to research, identify, and evaluate competitive funding sources for department			
7. Name of Contractor: Capitol Advocacy Partners		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above. _____			
12. Effective Date: Original Contract: 07 / 01 / 2022 This amendment: 07 / 01 / 2024		13. Termination Date: 06 / 30 / 2025 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 120,000 Total of Previous Amendments: \$ 250,000 Current Amendment: \$ 250,000 Total Amount of Contract \$ 620,000		15. Payment Terms: ☐ Prepaid ☒ Monthly ☒ Arrears ☐ As Needed ☐ Fixed ☒ Quarterly ☒ Actual ☐ Progress ☐ Estimate ☐ Other	
16. Source of Funds: ☒ Fed/State Grant AB109 ☐ Fed/State Funding ☐ County Specify: _____ Fed Catalog No: _____ State Legislation: AB/SB			
17. Fund: 900 Budget Unit: 6675 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. N/A 6/25/24			
20. Remarks Master Contracts List			
21. Signature Route: Digitally signed by Robelle Paras Date: 2024.04.22 10:23:08 -07'00' Department Contract Administrator HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		Barga, Julie A. County Counsel Julie A. Date: 2024.04.22 10:30:51 -07'00' CAO Analyst Dated 6/18/24 Dated	

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and CAPITOL ADVOCACY PARTNERS**

This SECOND Amendment (“Second Amendment”) is made on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California (“County”) and Capitol Advocacy Partners (“Contractor”).

1. Recitals

- A. The parties entered into a contract dated July 1, 2022 (the “Contract”), in which Contractor agreed to identify competitive funding opportunities for Solano County at targeted agencies including the U.S. Department of Justice.
- B. The parties now wish to amend the Contract to extend the term and increase total compensation.
- A. This Second Amendment represents a twelve (12) month extension of the contract to allow for continued services through June 30, 2025 and a \$250,000 increase in total compensation.
- C. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2022 through June 30, 2025.

B. Amount of Contract.

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$620,000.

C. Exhibit B, Payment Provisions

The first paragraph in Section 1 *TOTAL COMPENSATION* is amended to:

Maximum compensation for consultant services shall not exceed \$620,000.

3. Effectiveness of Contract.

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

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By 
Bill Emlen, County Administrator

CAPITAL ADVOCACY PARTNERS

By 
Dana Debeaumont, Partner

APPROVED AS TO FORM

Barga, Julie
By A. 
County Counsel

Digitally signed by Barga,
Julie A.
Date: 2024.04.19
12:03:28 -07'00'



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 05 / 13 / 2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☒ NO Amendment/Change Order Amendment/Change Order Number: 1 Contract No: Date: / / Please attach copy of Bid/RFP or justification. Please attach copies of original/amendments.	
6. Description of Contract: Contractor to provide barber and cosmetology program at the Juvenile Detention Facility.			
7. Name of Contractor: CA BARBERING & COSMETOLOGY APPRENTICESHIP LEARNING CENTER		8. EIN - SSN -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☐ YES ☒ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 02 / 01 / 2024 This amendment: 7/1/2024		13. Termination Date: 06 / 30 / 2025 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 38,000 Total of Previous Amendments: \$ Current Amendment: \$ 38,000 Total Amount of Contract \$ 76,000		15. Payment Terms: ☐ Prepaid ☒ Arrears ☒ Fixed ☐ Actual ☐ Estimate ☐ Monthly ☐ Quarterly ☐ Progress ☐ Other	
16. Source of Funds: ☒ Fed/State Grant ☐ Fed/State Funding ☐ County Specify: SB823 Fed Catalog No: . State Legislation: AB/SB			
17. Fund: 900 Budget Unit: 6690/6691 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/25/24			
20. Remarks Master Contracts List			
21. Signature Route:  Department Contract Administrator Dated 5/13/24  County Counsel Dated 5/13/24  CAO Analyst Dated 6/19/24			

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and CA BARBERING & COSMETOLOGY
APPRENTICESHIP LEARNING CENTER, INC.**

This FIRST Amendment ("First Amendment") is made on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and CA Barbering & Cosmetology Apprenticeship Learning Center, INC. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 1, 2024 (the "Contract"), in which Contractor agreed to allow youth in-custody to participate on-site and upon release from custody.
- B. The parties now wish to amend the Contract to increase total compensation.
- C. This First Amendment represents a \$38,000 increase in total compensation.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract.

Section 2 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$76,000.

3. Effectiveness of Contract.

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

COUNTY OF SOLANO, a Political
Subdivision of the State of California

CA Barbering & Cosmetology

By Bill Emlen
Bill Emlen, County Administrator

By Lasana McNealey
Lasana McNealey, CEO

APPROVED AS TO FORM

By J Barga
County Counsel



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 05 / 23 / 2024	
3. Contract Administrator: SAN CHESSER		4. Phone Ext: 7522	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☒ NO Bid/RFP No: _____ Date: _____ Please attach copy of Bid/RFP or justification. ☒ Amendment/Change Order Amendment/Change Order Number: 3 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? ☐ YES ☒ NO If yes: Name of Public Pension Plan: _____ Date of Retirement: _____			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: _____			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: _____			
11. Has County contracted with Contractor previously during this fiscal year? ☐ YES ☒ NO Please list County department if other than the department listed on number 1 above. _____			
12. Effective Date: Original Contract: 07 / 01 / 2023 This amendment: 07 / 01 / 2024		13. Termination Date: 06 / 30 / 2023 By this amendment: 06 / 30 / 2025	
14. Contract Budget: Original Contract Amount: \$ 94,500 Total of Previous Amendments: \$ _____ Current Amendment: \$ 102,841.19 Total Amount of Contract \$ 197,351.9		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
16. Source of Funds: ☒ Fed/State Grant ☐ Fed/State Funding ☐ County Specify: AB109/ Fed Catalog No: _____ State Legislation: AB/SB			
17. Fund: 900 Budget Unit: 6675 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06 / 27 / 2024			
20. Remarks Master Contracts List			
21. Signature Route: _____ Department Contract Administrator _____ HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable _____ Dated 5/23/24 _____ County Counsel _____ CAO Analyst _____ Dated 5/24/24 _____ Dated 6/16/24			

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and ARCHWAY RECOVERY SERVICES**

This THIRD Amendment ("Third Amendment") is made on July 1, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Archway Recovery Services ("Contractor").

1. Recitals

- A. The parties entered into a contract dated June 1, 2023 (the "Contract"), in which Contractor agreed to provide Substance Use Disorder treatment for adult clients.
- B. On February 20, 2024 the parties amended the Scope of Work.
- C. On March 01, 2024 the parties amended the Scope of Work.
- D. The parties now wish to amend the Contract to extend the term and increase compensation.
- E. This Third Amendment represents a twelve (12) month extension of the contract to allow for continued services through June 30, 2025 and increase of \$102,851.19 in total compensation.
- F. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of Contract.

Section 2 is deleted in its entirety and replaced with:

The Term of this Contract is: June 1, 2023 through June 30, 2025.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$197,351.19.

C. Payment Provisions

- 1. Total Compensation of Exhibit B is amended as follows:

Maximum contract amount **shall not exceed \$197,351.19. See Attachment B-2.**

3. Effectiveness of Contract.

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

COUNTY OF SOLANO, a Political
Subdivision of the State of California

ARCHWAY RECOVERY SERVICES

By 
Bill Emlen, County Administrator

By 
Kevin Phillips, Executive Director

APPROVED AS TO FORM

By 
County Counsel

Attachment B-2

**Archway Recovery Services
Embedded Clinician Program for Solano County Probation Department
July 1, 2024 - June 30, 2025**

	Rate	Hours	Week	Month	Benefits	Total Benefit/Month	Months	Total
Embedded Clinician	\$37.50	40	\$1,500.00	\$6,300.00	20%	\$1,260	13	\$98,280.00
	Distance /Miles	Trp/Dys/ Mnth	IRS Miles	Total Month				
Mileage	16.40	18	\$0.67	\$197.78			13	\$2,571.19
Lap Top PC								<u>\$2,000.00</u>
Total Contract Adjustment								\$102,851.19



County of Solano
Contract Review Worksheet

RECEIVED

JUN 18 2024

Solano County
CAO

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: 06/06/2024	
3. Contract Administrator: SAN CHESSER / <i>Jennivie Verman</i>		4. Phone Ext: 7522	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original ☒ Amendment/Change Order Amendment/Change Order Number: 1 Contract No: Date: / / Please attach copies of original/amendments.	
Bid/RFP Required? ☒ YES ☐ NO Sole Source Contract? ☐ YES ☐ NO Bid/RFP No: Date: Please attach copy of Bid/RFP or justification.			
6. Description of Contract: Contractor to provide leadership training staff in Probation Department.			
7. Name of Contractor: ARBINGER INSTITUTE		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☐ YES ☒ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 07/01/2023 This amendment: 7/1/2024		13. Termination Date: 06/30/2026 By this amendment: / /	
14. Contract Budget: Original Contract Amount: \$ 259,436 Total of Previous Amendments: \$ Current Amendment: \$ 59,260 Total Amount of Contract \$ 318,696		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
16. Source of Funds: ☒ Fed/State Grant ☐ Fed/State Funding ☐ County Specify: SB678 Fed Catalog No: State Legislation: AB/SB			
17. Fund: 900 Budget Unit: 6678 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06/30/2024			
20. Remarks: <i>Master Contracts List</i>			
21. Signature Route: Department Contract Administrator <i>[Signature]</i> 6/7/24 Dated County Counsel <i>[Signature]</i> 6/10/24 Dated HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable <i>[Signature]</i> 6/19/24 Dated CAO Analyst <i>[Signature]</i> 6/19/24 Dated			

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and ARBINGER INSTITUTE**

This FIRST Amendment ("First Amendment") is made on July 01, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and ARBINGER INSTITUTE ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2023 (the "Contract"), in which Contractor agreed to provide Outward Leadership trainings and strategic working sessions to Probation Department.
- B. The parties now wish to amend the Contract to amend the scope of work and increase compensation.
- C. This First Amendment represents an amendment to the scope of work to the contract and increase in compensation.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Exhibit A, Scope of Work

The following paragraph is added to the Section I, 1.

4. Outward Inclusion Train-the-Trainer Program and Licenses

- a) Access for 200 participants to Outward Inclusion online resources and development of up to 10 certified facilitators through completion of a single Arbinger-facilitated completion of an onsite or virtual Outward Inclusion and Train-the-Trainer workshop.
 - Outward Inclusion Train-the Trainer: Minimum of 10 participants. Includes participant materials for onsite or virtual workshop.
 - Outward Inclusion Workshop: Minimum of 10 participants. Includes participant materials for onsite or virtual workshop.
 - Outward Inclusion Digital Workbook: Access for 200 participants
 - Travel: 2 days onsite Outward Inclusion Workshop and Outward Inclusion Train-the-Trainer

5. Additional Strategic Working Session

- a) A tailored strategic working session facilitated by Arbinger Master Facilitator to include all pre- work, discovery and preparation, and post-work follow-up.
 - Travel: 1 day onsite session

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$318,696.

B. Exhibit B, Payment Provisions

1. The first sentence in Section 1 Total Compensation of Exhibit B is amended as follows:

Maximum contract amount shall not exceed \$318,696.

2. The following paragraphs are added to Exhibit B, Section 1, A

IV. Outward Inclusion Training and Licenses: \$42,449.00

V. Additional Strategic Working Sessions: \$16,811.00

3. Effectiveness of Contract.

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

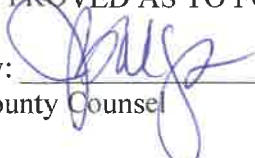
COUNTY OF SOLANO, a Political
Subdivision of the State of California

ARBINGER INSTITUTE

By 
Bill Emlen, County Administrator

By 
Amy Sadeghzadeh, Senior Vice President

APPROVED AS TO FORM

By: 
County Counsel



County of Solano
Contract Review Worksheet

RECEIVED
JUN 18 2024

Solano County
CAO

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: 05/30/2024	
3. Contract Administrator: Sadao Holman		4. Phone Ext: 7657	
5. Contract Attributes: ☒ Original ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Amendment/Change Order Amendment/Change Order Number: Contract No: Date: Please attach copy of Bid/RFP or justification. Please attach copies of original/amendments.	
6. Description of Contract: Contractor to provide XL Mentoring, Juvenile Community Accountability Program, Restorative Justice Program, gang prevention and intervention and youth exchange programs to juvenile clients in the Probation Department.			
7. Name of Contractor: ALTERNATIVE RESTORATIVE COMMUNITIES, LLC		8. EIN SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? If yes: Name of Public Pension Plan:		☐ YES ☒ NO Date of Retirement:	
10. Has County contracted with Contractor previously during this fiscal year? Please list County department if other than the department listed on number 1 above.		☒ YES ☐ NO	
11. Effective Date:: Original Contract: 07/01/2024 This amendment:		12. Termination Date: 06/30/2026	
13. Contract Budget: Original Contract Amount: \$ 1,500,264 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 1,500,264		14. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
15. Source of Funds: ☒ Fed/State Grant JJCPA ☐ State Allocation ☒ County Fed Catalog No: State Legislation: JJCPA			
16. Fund: 900 Budget Unit: 6707/6690 Sub-object: 2245		17. Current Appropriation Sufficient? ☒ YES ☐ NO	
18. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request.		06/30/2024	
19. Remarks: OK Master contracts list			
20. Signature Route: Department Contract Administrator 5/30/24 Dated County Counsel 6/3/2024 Dated Human Resources Analyst for Contract Employees Dated CAO Analyst Dated			



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY. #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

ALTERNATIVE RESTORATIVE COMMUNITIES, LLC

CONSULTANT'S NAME

BUSINESS FORM

2. The Term of this Contract is: **JULY 1, 2024 – JUNE 30, 2026**

3. The maximum amount of this Contract is: **\$1,500,264**

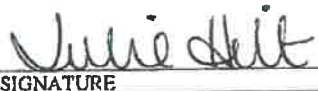
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on July 1, 2024.

<u>CONTRACTOR</u>	<u>COUNTY OF SOLANO</u>
ALTERNATIVE RESTORATIVE COMMUNITIES, LLC	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	BILL EMLLEN
SIGNATURE	COUNTY ADMINISTRATOR
JULIE HILT FOUNDER/CEO	TITLE
PRINTED NAME AND TITLE	675 TEXAS STREET, SUITE 6500
ADDRESS	ADDRESS
1268 WARMTH COURT	FAIRFIELD CA 94533
ADDRESS	CITY STATE ZIP CODE
FAIRFIELD CA 94533	Approved as to Content:
CITY STATE ZIP CODE	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. BACKGROUND

Alternative Restorative Communities (ARC or Contractor) provides a variety of evidence-based youth development programs in support of the Probation Department's overall mission to reduce recidivism and increase pro-social supports in the lives of youth supervised by Probation in both the community and detention settings. ARC utilizes the best practices of mentoring, restorative justice, and engages a lived experience community of mentors and staff to offer a wide range of direct services. This project is funded by the OYCR grant.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

Contractor shall provide a home with 6 staff members, which will be operational 24 hours per day, seven days a week. For each shift, staff members will ensure that participants adhere to the Rise Up House rules and guidelines, fostering a restorative and supportive community. Staff will monitor the implementation of personalized case / treatment plans for participants, documenting and reporting daily activities to foster effective transitions and the appropriate daily operation of the house.

A. Service Components:

- I.** Contractor will coordinate a program that will coach, train, and support up to 4-5 youth transitioning from the Secure Youth Track Facility (SYTF) to the Less Restrictive Program (LRP.)
- II.** Contractor will provide case planning and management services for youth. Services will include working with the assigned Probation Officer to review the outstanding risk/need areas to develop a transitional service plan with goals; assist youth in navigating reentry plan goals to reintegrate into the community; ensure appropriate community supports are in place upon release from the Juvenile Detention Facility (JDF). Services should include interventions designed to support positive youth development, prosocial thinking and behavior, barrier removal and victim restorative services. Contractor shall refer, monitor, and track program referrals, participation and progress. Contractor shall complete progress reports for assigned probation officer to include communication with mentor and all service providers. Contractor shall participate in Multidisciplinary Team (MDT) and Child and Family Team (CFT) meetings as requested by Probation.
- III.** Life skills development is a key component of the program. Contractor will actively teach participants essential life skills such as cooking, cleaning, learning to drive, balancing a household budget, mental wellness training and other activities of daily living that promotes personal responsibility/accountability and complete independence.

- IV. Contractor will help participants: build a resume, find employment, support job retention, obtain education, and facilitate connections with programs that support higher education for those who are justice-impacted.
 - V. Contractor will promote family reunification in a healthy and safe manner that supports family engagement with prosocial relationship building to achieve positive, stable outcomes, taking into consideration the needs of respective families.
 - VI. Contractor will provide Transportation Services to and from the routine off-site appointments and meetings.
 - VII. Contractor will prioritize public safety at all times while actively facilitating a restorative community within the Rise Up House.
 - VIII. Contractor will utilize the ARC Mentor Program, a manualized and structured mentoring program.
 - IX. The youth will meet weekly with their personally assigned case manager and mentor.
 - X. Contractor has the right to refuse any potential youth, if found not appropriate for the program.
- B. Monthly progress reports are to be submitted to the assigned Probation Officer and Quarterly reports are to be submitted to Program Manager.
- I. Progress Reports will be done on a mutually agreed upon format and will include, but not limited to:
 - a. Performance/Behavior/Relationship observations
 - b. Programs and activities youth participated in
 - c. Higher Education and Employment engagement
 - d. Individual Goals
 - e. Approved Visitors
 - f. Progress on Family Reunification
 - g. Incident Reports
 - II. Quarterly report includes, but not limited to:
 - Number of referrals
 - Accepted /placed into program / Reason for non-acceptance or termination
 - Youth's name, age (entry of program), and ethnicity
 - Programs and Activities youth are referred to
 - Additional data as requested by Probation Department

- III. Submit Evaluation report and additional data as requested by Probation Department

III. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF AND VOLUNTEERS:

a. Criminal Records Check

1. Contractor shall ensure all existing staff, prospective staff, mentors, 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 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).
2. For existing staff, prospective staff, mentors, 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 references locations, County will conduct a criminal records check.
3. 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.
4. Failure by Contractor to comply with the criminal records check requirements may result in withholding of payments until compliant.

b. Staff Professional Standards

1. 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.
2. Contractor and County shall meet to discuss the selection of the staff, volunteers or mentors assigned to provide services. Contractor shall, upon the written request of Probation remove the staff, volunteers, or mentors 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.

c. Terminations and Transfers

Notify County of any program related staff changes 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.).

d. Drugs and Alcohol

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

e. Incident Reporting

Contractor shall report in writing to County, within 24 hours, any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:

- a. Any physical altercation involving the client, threats of violence, including self-inflicted violence/injuries.
- b. Any law violation.
- c. Possession of any illegal drugs, paraphernalia, weapons, or other contraband.
- d. Failure or refusal to participate in program.
- e. Participant discharge or disqualified from program and reasons.
- f. AWOL

F. Confidentiality

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 827, 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.

G. Status Reports

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

H. Aggregate Outcomes

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

I. Meetings

Participate in meetings held by County or County's designees as related to Probation programming and services and (if applicable) cooperate in the data collection for Contractor's particular component and will provide data as requested by Probation.

IV. COUNTY SHALL SUPPORT THE SERVICE DELIVERY MODEL AND BE RESPONSIBLE FOR THE FOLLOWING:

A. Selection of youth in the program

- (1) The youth has a discharge date no less than six (6) months and no more than eighteen (18) months from the date of court approval. (Exceptions to be approved by RISE management team.)
- (2) Youth has completed Phase 4 of RISE program. (Exceptions for full Phase 4 completion to be approved by RISE management team.)
- (3) The youth is under juvenile court jurisdiction.
- (4) The youth is free of any serious rule violations for the past sixty (60) days.
- (5) The youth possess a high school diploma or GED. (Exception can be made at the discretion of the Probation Officer.)

B. Appoint a program liaison (from Probation staff) to provide program oversight, support, problem solving, and change approvals.

C. Regular communication with Contractor to monitor contract performance, address issues, and problem solve.

D. Allow Contractor access to relevant information needed to perform duties.

E. Complete live scan process for potential staff/mentors/volunteers.

EXHIBIT B

PAYMENT PROVISIONS

1. TOTAL COMPENSATION

- A. Maximum compensation for consultant services shall not exceed \$1,500,264. Compensation shall include payment for services listed in Exhibit A.
- B. The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of days that shall be required.

2. METHOD OF PAYMENT

- D. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2 and incorporated by this reference, pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above.
- E. 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. In addition, Contractor's failure to provide required monthly reports may result in payments being withheld until items are received.

Solano County ARC Approved Budget

Attachment B-2

Detailed Budget		July '24- Jun '26 (24 Months)
Salaries		
.50 FTE Program Director	hourly	\$ 108,000
1.0 FTE night shift staff (\$29/hr x 2912 hours x 1 staff x 2 years)	hourly	\$ 168,896
1.0 FTE day shift staff lead (\$32/hr x 2080 hours x 1 staff x 2 years)	hourly	\$ 133,120
1.0 FTE weekend shift (\$28/hr x 832 hours x 1 staff x 2 years)	hourly	\$ 46,592
1.0 FTE swing shift lead (\$32/hr x 2080 hours x 1 staff x 2 years)	hourly	\$ 133,120
1.0 FTE weekend shift (\$26/hr x 832 hours x 1 staff x 2 years)	hourly	\$ 43,264
Replacement workers(to cover sick/vacation)		\$ 34,560
Fringe Benefits	30%	\$ 157,497
Worker's Comp Insurance		\$ 65,496
Payroll Tax		\$ 51,382
SUBTOTAL TOTAL PERSONNEL		\$ 941,927
Professional Fees - Tax Accountant (\$3,000 annually)		\$ 6,000
Professional Fees - Payroll & Bookkeeping Services (\$2,400 annually)		\$ 4,800
Professional Fees		\$ 48,000
Vehicle		\$ 20,000
Rent		\$ 72,000
Utilities & Insurance		\$ 14,500
Food		\$ 91,250
Cleaning Supplies		\$ 5,000
Telephone/internet		\$ 6,000
Incentives/Recreation		\$ 15,000
Job Readiness Program		\$ 10,000
Basic Income Assistance (stipends)		\$ 20,000
Staff trainings/meetings		\$ 4,000
Wellness Treatment		\$ 10,000
SUBTOTAL OPERATING EXPENSES		\$ 326,550
Program Start Up Cost		
Professional Fees		\$ 13,250
Bookkeeper		\$ 250
Supplies		\$ 4,600
Lease Advance		\$ 18,000
SUBTOTAL SUBCONTRACTORS		\$ 36,100
<i>Subtotal:</i>		\$ 1,304,577
Administrative Overhead	15%	\$ 195,687
Total		\$ 1,500,264

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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. 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.

5. 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.

6. INSURANCE

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

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

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

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

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations,
products and completed
operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full |
|----------------------|--------------------|--|

replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

ALTERNATIVE RESTORATIVE COMMUNITIES, LLC

CONSULTANT'S NAME

BUSINESS FORM

2. The Term of this Contract is: **JULY 1, 2024 – JUNE 30, 2025**

3. The maximum amount of this Contract is: **\$261,723.00**

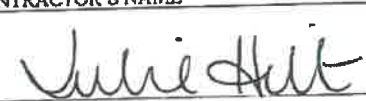
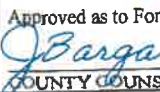
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on July 1, 2024.

CONTRACTOR	COUNTY OF SOLANO
ALTERNATIVE RESTORATIVE COMMUNITIES, LLC	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	BILL EMLEN
SIGNATURE	COUNTY ADMINISTRATOR
JULIE HILT FOUNDER/CEO	TITLE
PRINTED NAME AND TITLE	675 TEXAS STREET, SUITE 6500
ADDRESS	ADDRESS
1268 WARMTH COURT	FAIRFIELD CA 94533
FAIRFIELD CA 94533	CITY STATE ZIP CODE
CITY STATE ZIP CODE	Approved as to Content:
	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

I. BACKGROUND

Alternative Restorative Communities (ARC or Contractor) is a long-time county partner that provides a variety of evidence-based youth development and youth recidivism-reducing programs in support of the Probation Department's overall mission to reduce recidivism and increase pro-social supports in the lives of youth served and supervised by Probation in both the community and detention settings. ARC utilizes the best practices of mentoring, restorative justice, and engages a lived experience community of volunteers and staff to offer a wide range of direct services. The following components represent an array of services that are required for the Department to fully meet juvenile justice reform mandates that focus on strength-based services and youth-centered program models. Driven by the Department's overarching framework of youth development, *Search Institute's 40 Developmental Assets*, ARC will work closely with Probation staff to achieve impacts in the Assets of Support, Empowerment, Boundaries and Expectations, and Constructive Use of Time. The programs funded under this contract are as follows: XL Mentoring Juvenile Community Accountability Program (JCAP), Restorative Justice Program, Gang Prevention and Intervention Program, and Restorative Justice Diversion Program.

II. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Contractor shall continue the community mentoring project which pairs trained mentors with juveniles referred from both the Juvenile Detention Facility and Probation's Field Services. The contract will include an expansion of the number of mentors and mentees served and will include an evaluation component and a mentor stipend.

A. Service Components:

- I. Contractor will coordinate a program that will train and support 15-20 adult mentors to provide guidance and support to youth referred to the program by County.
- II. Contractor will match mentors with youth mentees referred by Probation staff. Youth participants will be referred from both field and detention center staff.
- III. It is recommended that mentors will meet weekly with assigned mentoring sessions at least once per week for a one-hour session for a one-year period.
- IV. Provide mentors for between 20 and 35 youth annually.
- V. Contractor will utilize the ARC Mentor Program, a manualized and structured mentoring program that includes an 8-hour (one day) training for all mentors. The Mentor Training will cover the following topics:
 - Understanding mentoring and how ARC Mentoring works
 - Understanding youth culture and how to work with young people
 - Sustaining the mentoring relationship

- How to help a young person set personal goals
- Dealing with challenges
- Safeguarding the mentee and mentor

VI. Contractor will match trained mentors with mentees identified and/or referred through the Juvenile Detention Facility staff and Probation field staff. Mentors will meet with mentees at the Juvenile Detention Facility, in the community, or in locations approved by the Contractor and the County.

B. Description of Components:

- I. Mentor Training: Contractor shall coordinate, identify space, site and purchase all materials and supplies necessary to conduct training.
- II. Mentoring Services: Contractor shall organize and develop appropriate mentoring services and recommend that mentors commit to the one-year time frame.

C. Progress reports are to be submitted to the assigned Probation Officer and Quarterly reports are to be submitted to Program Manager.

I. Data report includes, but not limited to:

- Number of referrals
- Accepted /placed into services / Reason for non-acceptance
- Participant name
- Additional data as requested by Probation Department

II. Individual client data report includes, but not limited to:

- Departure type
 - Successful Completion
 - Unsuccessful
 - Partial/status
 - Record of Mentor/Mentee meetings

III. Submit Evaluation report and additional data as requested by Probation Department

2. Contractor to facilitate restorative justice conferences as an alternative to the way society responds to wrongdoing and to establish a Juvenile Community Accountability Program.

A. Juvenile Community Accountability Program (JCAP)

- I. Upon receipt of referral from Probation, facilitate meeting with youth/parent for participation in program.

- II. Coordinate/provide training to program volunteers that serve as arbitrators as a part of the program.
- III. Contact and coordinate payment of restitution to victims.
- IV. Develop/Administer interventions for program participants, to include developing contract and determining length of program.
- V. Complete monthly progress report based on an agreed upon format which outline services provided to program participants.
- VI. Maintain records in a secure area and return all records to Probation upon completion of the program.
- VII. Provide for and/or arrange for the necessary meeting locations.
- VIII. Contractor shall provide a written report to Probation by the tenth of each month, documenting the following deliverables/outcomes:
 - 1) Number of referrals received from Probation
 - 2) Number of diversion hearings conducted (would like analysis/breakdown of hearings per city)
 - 3) Number of diversion contracts signed & level (Level 1, 2 or 3)
 - 4) Number of no response cases
 - 5) Number of Failure to Appear (FTA) for diversion hearings (two attempts)
 - 6) Number of cases in which a minor and/or parent/guardian refuses to sign diversion contract
 - 7) Number of successful completions (*see C. IX.*)
 - 8) Number of unsuccessful terminations (*see C. XI.*)

B. Restorative Justice Component

- I. Organize and facilitate a minimum of four (4) Restorative Justice Conferences for identified youth and adult clients in the Probation Department.
- II. Facilitate three weekly groups of Circle of Support and Accountability (COSA) for youth in the Reaching into Successful Endeavors (RISE) program, Sequoia and Sycamore, and provide a schedule to JDF staff outlining discussion topics.
- III. Maintain ongoing mentoring support in person, via text and telephone for those who graduate from RISE as needed.
- IV. Provide feedback to staff on the outcomes of the Restorative Justice Conferences and the Support and Accountability Circles.
- V. Contractor shall report to Probation on a monthly basis, the following deliverables/outcomes:

- 1) Number of Restorative Justice conference and/or Community Support circle referrals received from Probation
- 2) Number of Restorative Justice conferences conducted (Sort by Adult, Juvenile, JDF and by City of residence)
- 3) Number of Community Support Circles conducted (RISE youth, sort by City of residence)
- 4) Number of Support & Accountability circles conducted at RISE, number of participants per circle
- 5) Disposition of each Restorative Justice conference & Community Support Circle completed

C. Contract Definitions. The following definitions apply for terms used in this Contract.

- I. Arbitrator: Arbitrators are neutral community members trained to conduct arbitration hearings with youth and their victims. The Arbitrator may impose certain sanctions that are tailored to fit the particular crime and follows up with the young person to ensure completion. In the event that the youth does not comply, the Arbitrator refers the matter back to Probation.
- II. Circle of Support and Accountability: COSA's provide a way to welcome a young person back into the community after an absence due to incarceration. The goal is to support the re-entry into the community in a healthy, positive way and create a sense of belonging. The circle can be as big or as small as there are committed members willing to support the individual concerned. It is comprised of trusted family, friends, and community volunteers.
- III. Diversion: Informal handling of a criminal citation designed to divert the minor's case from being referred to the Solano County District Attorney's office for formal filing of a petition with the Solano County Juvenile Court, while at the same time holding the minor accountable for their actions.
- IV. Failure to Appear (FTA): If a youth & parent/guardian fail to appear for a scheduled diversion hearing after two attempts, their case will be referred back to the Probation Department Intake Unit for processing.
- V. Juvenile Community Accountability Program (JCAP): A response to juvenile crime that allows for active participation by the victim, community and offender in the justice process. It is a value-based framework that recognizes justice is best achieved by building, or rebuilding relationships between victims, the community and youth who have committed a crime. The primary goals of JCAP are: Accountability, Competency Development, Repair Harm to Victim/Community, Public Safety & Reduction in Recidivism.
- VI. Referral: A case that has been referred to the Contractor for JCAP services, Restorative Justice or a Community Support Circle. The referral will include

vital information necessary for the Contractor to carry out its contracted functions. Referrals for Restorative Justice Conferences may be made for any crime that involves clearly identifiable victims and offenders.

- VII. Restorative Justice Conference: A restorative conference is a facilitated meeting between victims, offenders, and community members. It is a non-adversarial, community-based process that responds to crime by holding offenders accountable for their actions and repairs the harm caused to their victims and the community. It allows for active participation of all parties involved.
 - VIII. Restitution: A monetary amount representing the loss incurred by the victim as a direct result of the offense committed by the youth. The Arbitrator shall determine a reasonable amount of restitution as needed, based on a review of the offense, consultation with the victim and a review of their documented losses, as well as consultation with the youth and parent/guardian. The agreed upon restitution amount will be documented as a condition of the diversion contract and the youth will be expected to pay the amount in full prior to the expiration of the contract.
 - IX. Successful completion of diversion contract: Completion of all or majority of terms (most impactful) of contract. Arbitrator will take into account the youth's/family circumstances/capacity, efforts made, barriers and victim's input when considering successful completion when not all terms have been completed.
 - X. Support and Accountability Circle: Restorative justice group that occurs weekly with the youth at the RISE program. Adjunct to the counseling and cognitive behavioral treatment/curriculum that occurs within the program. Emphasis is on the cause of offending but also includes: Self as Victim, Cycle of Offense, Forgiveness, Crime Impact, Victim Empathy, Grief, Loss, Conflict Resolution, etc.
 - XI. Unsuccessful termination of diversion contract: Reasons for unsuccessful termination include non-compliance, youth re-offends, or where there is an outstanding restitution balance (victim unwilling to compromise on waiving unpaid balance)
3. Contractor will partner with The Uncuffed Project to provide a Criminals and Gang Education (CGE) program for youth in detention. The program will discuss topics on defining and understanding gang terms, criminal addictive thinking patterns, strategies of gang life, risk factors for youth gang involvement, understanding reputation, respect and retaliation, preventing gang membership, intervention strategies, building and challenging habits and core beliefs designed by Damon Cooke, co-founder of The Uncuffed Project. CGE works so well because it has been designed by someone who broke free of the gang lifestyle and turned his life around. Damon understands how difficult it is to make this

transition and the challenges facing youth who do it. The Uncuffed Project has been recognized for their work by Google and awarded Google Partner status.

- A. 12 session program will meet weekly for 45-90 minutes.
 - B. The group will be capped at 8 participants and will be a closed group to enable participants to increase confidence in sharing with the same members each week.
 - C. Participants will have the option to repeat the program as often as needed; there is no limit.
 - D. Number of groups per year: 4 groups for the 2024/2025 fiscal year as requested by JDF.
 - E. Time/Date: To be coordinated with JDF.
 - F. Educational materials will be provided.
 - G. Snacks and incentives will be provided.
 - H. Progress reports, records of attendance and student feedback will be provided when each group is completed or as required by JDF.
4. Contractor will provide restorative justice diversion program that provides culturally relevant mentorship and linkages to twenty (20) youth as part of the Probation Department's Prevention/Reduction of Violence & Empowering New Transitions (PReVENT) program. This program is funded by the Edward Byrne Memorial Justice Assistance Grant (JAG).

III. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF AND VOLUNTEERS:

a. Criminal Records Check

- 1. 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).
- 2. 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 references locations, County will conduct a criminal records check.

3. 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.
 4. Failure by Contractor to comply with the criminal records check requirements may result in withholding of payments until compliant.
- b. Staff Professional Standards
1. 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.
 2. Contractor and County shall meet to discuss the selection of the volunteers or mentors assigned to provide services. Contractor shall, upon the written request of Probation remove the volunteers or mentors 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.
- c. Terminations and Transfers
- Notify County of any program related staff changes 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.).
- d. Drugs and Alcohol
- Contractor shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.
- e. Incident Reporting
- 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:
- a. Physical confrontation between staff or volunteers and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
 - b. Any law violation.
 - c. Possession of any illegal drugs, paraphernalia, weapons, or other contraband.
 - d. Failure or refusal to participate in program.
 - e. Participant discharge or disqualified from program and reasons

f. Confidentiality

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 827, 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.

g. Status Reports

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

h. Aggregate Outcomes

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.

i. Meetings

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.

IV. COUNTY SHALL SUPPORT THE SERVICE DELIVERY MODEL AND BE RESPONSIBLE FOR THE FOLLOWING:

- A. Coordination of referrals and support in engaging clients.
- B. Appoint a program liaison (from Probation staff) to provide program oversight, support, problem solving, and change approvals.
- C. Regular communication with Contractor to monitor contract performance, address issues, and problem solve.

- D. Provide participants for Restorative Justice Conferences, Support and Accountability Circles, and Community Support Circles.
- E. Provide referrals for JCAP participants to include contact information and a summary of the minor's offense.
- F. Allow contractor access to relevant information needed to perform duties.
- G. Purge program files for JCAP participants per Department policy.
- H. Complete live scan process for potential arbitrators/volunteers.
- I. Provide meeting space and equipment (paper, flip charts, etc.) in order for contractor to perform duties in relation to Restorative Justice component.
- J. Regular communication with Contractor to monitor contract performance, address issues, and problem solve.

EXHIBIT B

PAYMENT PROVISIONS

1. TOTAL COMPENSATION

- A. Maximum compensation for consultant services shall not exceed \$261,723. Compensation shall include payment for services listed in Exhibit A.
- B. The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of days that shall be required.

2. METHOD OF PAYMENT

- D. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, in accordance with the "Budget" attached to this Contract as Attachment B-2 and incorporated by this reference, pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above.
- E. 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. In addition, Contractor's failure to provide required monthly reports may result in payments being withheld until items are received.

APPROVED ARC Budget 2024/25

Attachment B-2

Operation costs	Monthly		TOTAL
Office space	750.00		9,000.00
Office expenses	200.00		2,400.00
Marketing	400.00		4,800.00
License/State Fees	45.00		540.00
Telephone	140.00		1,680.00
Computer/Internet	646.00		7,748.00
Bookkeeping	150.00		1,800.00
Accounting	175.00		2,100.00
Admin Asst	400.00		4,800.00
Payroll	2,740.00		32,880.00
Fringe benefits	541.00		6,492.00
Wellness	300.00		3,600.00
Conference/training	300.00		3,600.00
Travel	625.00		7,500.00
Auto	1,398.00		16,776.00
Insurance	236.00		2,833.00
Counseling supplies	700.00		8,400.00
Sub Total			116,949.00
XL Mentoring	3,755.00		45,065.00
JCAP	2,600.00		31,198.00
RJ Groups	1,657.00		19,644.00
C.A.G.E	2,000.00		24,000.00
JAG Funded Scope	2,072.00		24,867.00
TOTAL			\$261,723.00

Revised 5/9/24

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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. 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.

5. 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.

6. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations,
products and completed
operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full |
|----------------------|--------------------|--|

replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.



County of Solano
Contract Review Worksheet

RECEIVED

JUN 17 2024

Solano County
CAO

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: 06/06/2024	
3. Contract Administrator: Sadao Holman / <i>Jennivir Venza</i>		4. Phone Ext: 7657	
5. Contract Attributes:	☒ Original	☐ Amendment/Change Order	
☒ Expenditure ☐ Revenue	Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? ☐ YES ☒ NO	Amendment/Change Order Number:	
☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other	Bid/RFP No: Date: / / Please attach copy of Bid/RFP or justification.	Contract No: Date: / / Please attach copies of original/amendments.	
6. Description of Contract: Aldea will provide Substance Use Disorder Services for youth and young adults at Juvenile Detention Facility and Youth Achievement Center.			
7. Name of Contractor: ALDEA		8. EIN - SSN - -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☐ YES ☒ NO Please list County department if other than the department listed on number 1 above. H&SS			
12. Effective Date: Original Contract: 07/01/2024 This amendment:		13. Termination Date: 06/30/2025 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 337,950 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 337,950		15. Payment Terms: ☐ Prepaid ☒ Arrears ☒ Fixed ☐ Actual ☐ Estimate ☐ Monthly ☐ Quarterly ☐ Progress ☐ Other	16. Source of Funds: ☒ Fed/State Grant ☐ Fed/State Funding ☐ County Specify: JJCPA Fed Catalog No: State Legislation: AB/SB
17. Fund: 900 Budget Unit: 6680/6707 Sub-object: 2245		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 06/25/2024			
20. Remarks <i>Master Contracts List</i>			
21. Signature Route: <i>[Signature]</i> Department Contract Administrator HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		<i>[Signature]</i> County Counsel <i>Jenny Lukers</i> CAO Analyst	
Dated 6/7/24		Dated 6/10/24 Dated 6/19/24	



County of Solano Standard Contract

CONTRACT NUMBER:
(Dept., Division, F.Y. #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

ALDEA

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2024 – June 30, 2025

3. The maximum amount of this Contract is:

\$337,950.00

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 Provision

Exhibit C – General Terms and Conditions

This Contract is made on **July 1, 2024**.

CONTRACTOR	COUNTY OF SOLANO
ALDEA	<i>Bill Emlen</i> <i>6/26/24</i>
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE DATED
<i>Kerry Ahearn</i> <i>6/5/2024</i>	BILL EMLLEN
SIGNATURE	COUNTY ADMINISTRATOR
DATED	TITLE
Kerry Ahearn	475 UNION AVENUE
PRINTED NAME	ADDRESS
Chief Executive Officer	FAIRFIELD CA 94533
TITLE	CITY STATE ZIP CODE
2310 First Street	Approved as to Content:
ADDRESS	<i>Demetrius Farnell</i>
Napa CA 94558	DEPARTMENT HEAD OR DESIGNEE
CITY STATE ZIP CODE	Approved as to Form:
	<i>[Signature]</i>
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

- a) CONTRACTOR (“Aldea”) shall provide, through its Behavioral Health Services (“BHS”) division, Substance Use Disorder Services (“SUDS”) and pro-social life skills development supports to youth referred by COUNTY’s Probation Department (“Probation”). Services to be provided by Contractor under this agreement include a structured program inclusive of assessment, individual treatment, group treatment, and recovery/aftercare, designed to provide individualized treatment for youth and young adults with substance use disorders, and counseling supports to facilitate pro-social life skills development.
- b) Contractor shall provide services at Aldea clinic locations and via telehealth, within community locations, within the Solano County Juvenile Detention Facility (“JDF”), and at the Solano County Youth Achievement Center (“YAC”) locations, and at a dosage that is supported by clinical needs and client amenability. Aldea will utilize a clinically appropriate selection of modalities and curricula, shown to increase skills and positive outcomes for youth while decreasing emotional and behavioral symptoms and risk for harm. Evidence-based and empirically supported treatment models and/or curricula utilized within the continuum of services may include but shall not be limited to: Living in Balance, Motivational Interviewing, Stages of Change, Matrix Model, Interactive Journaling, Cognitive Behavioral Interventions for Substance Abuse (CBI-SA), Moral Reconnection Therapy (MRT), and NCTI cognitive behavior change programming. Service activities may include, but shall not be limited to, assessment, plan development, therapy, case management/resource navigation, rehabilitation, and collateral. CONTRACTOR employs urinalysis and provides fentanyl test strips and Naloxone as a component of managing individual treatment and reducing harm.
- c) Substance use disorder treatment services for clients with medical necessity for SUDS treatment will be offered in compliance with all federal, state, and local laws and will be provided consistent with regulations established by the Department of Healthcare Services. Services will be provided by properly credentialed staff and supervised in accordance with the standards set out by the California Board of Behavioral Sciences (BBS), California Consortium of Addiction Programs and Professionals (CCAPP), California Association of DUI Treatment Programs (CADTP), and California Association of Alcohol Drug Educators (CAADE).
- d) Contractor will develop an individualized plan of care for each client served which may include:
 - Recovery programming
 - Drug and alcohol education, including risk reduction strategies
 - Health education

- Life skills coaching
- Resource assistance
- Group counseling
- Individual and family counseling as indicated, for clients with a Substance Use Disorder (SUD)

Client treatment will focus on:

- reducing and managing symptoms and distress,
- improving individuals' ability to achieve success in independent roles through appropriate education and employment opportunities, and
- limiting the impact of substance use on functioning.

Service modalities may include behavioral, cognitive, and other approaches as determined by each client's treatment plan and personal goals and objectives and will employ a strengths-based, needs-driven, evidence-based, and family centered perspective in treating youth and families. Services will be grounded in the following values: individualized and youth/family centered; focuses on empowerments; is holistic; non-linear; strengths-based; incorporates peer-collaborative support; emphasizes respect and responsibility; and emerges from hope. Youth treatment plans will be designed to promote development of skills to decrease risk factors that contribute to recidivism, increase protective factors, and reduce harm.

- e) Contractor shall collaborate with Probation staff to establish a schedule during the YAC operating hours. Contractor shall also work with Probation to schedule access to youth in the detention facility in coordination with County's facility schedules, with individual services and family work scheduled as needed. Contractor shall provide a 1.5 FTE treatment counselor (combined FTE comprised of Master's level Therapists and AOD registered/credentialed Behavioral Health Counselors), as well as all associated supervision and administrative supports. Contractor's staff shall provide culturally and linguistically appropriate services that are responsive to client needs. Contractor's staffing is designed to facilitate clinically indicated services for all Probation-referred youth*, as detailed within the following framework:
(*Program capacity estimated based on census trends and COUNTY projections.)

- f) IN-CUSTODY SERVICES: (up to three housing units, serving an estimated 25-35 youth)

Service	Population	Timeline/Frequency
Screening	All JDF youth that are referred for screening	Within three (3) business days of receipt of referral
ASAM Assessment	Youth meeting criteria for assessment, based on screening results	Within 10 business days of referral/ identification secondary to screening
Individual Sessions	Youth assessed by ASAM to have a Substance Use Disorder (SUD)	Sessions will be scheduled at least once per week;

		Session length individualized
Group Sessions	All referred JDF youth; Each unit will maintain two group cohorts based on SUDS needs identified by CONTRACTOR: 1) SUDS Treatment Group 2) Life Skills Group	Each group will be scheduled once per week; Session length of 60-75 minutes
Recovery Services	Youth who have graduated from SUDS Treatment program	Weekly Life Skills Group; Three individual maintenance sessions scheduled at 30-60-90 days post-graduation

In-custody youth in treatment will be eligible to graduate from SUDS treatment upon completion of the group curriculum and relapse prevention plan; within the treatment framework, CONTRACTOR's counselor and youth shall determine readiness to petition for graduation, which will entail a presentation of treatment progress to youth's Probation Officer or the JDF designee. Upon SUDS treatment graduation, youth will be eligible for Recovery Services and will transition to the Life Skills Group cohort.

g) OUT-OF-CUSTODY SERVICES: (up to 25-35 youth)

Service	Population	Timeline/Frequency
Screening	Any out-of-custody youth referred by Probation for services	Within three (3) business days of referral received from Probation
ASAM Assessment	Youth meeting criteria for assessment, based on screening results	Within 10 business days of referral
Individual Sessions	Youth assessed by ASAM to have a Substance Use Disorder (SUD)	Sessions will be scheduled at least once per week; Session length individualized
Group Sessions	All out of custody youth referred; Two group cohorts based on SUDS needs identified by CONTRACTOR: 1) SUDS Treatment Group 2) Life Skills Group	Each group will be scheduled once per week; Session length of 60-75 minutes
Recovery Services	Youth who have graduated from SUDS Treatment program	Weekly Life Skills Group; Three individual maintenance sessions scheduled at 30-60-90 days post-graduation

Out-of-custody youth in SUDS treatment will be eligible to graduate from SUDS treatment upon completion of the group curriculum and relapse prevention plan; within the treatment framework, Contractor's counselor and youth shall determine readiness to petition for graduation, which will entail a presentation of treatment progress to youth's Probation Officer of YAC designee. Upon SUDS treatment graduation, youth will be eligible for Recovery Services and will transition to the Life Skills Group cohort.

- h) Contractor shall ensure a continuum of comprehensive services are provided to Probation referred youth through provision of substance use disorder treatment services and/or pro-social life skills development supports, as clinically indicated, regardless of medical necessity for treatment, insurance or coverage status, or location/custody status, while containing costs. Contractor shall maximize cost-effectiveness in delivery of services and will bill allowable costs for youth who are EPSDT/Medi-Cal beneficiaries.
- i) In the absence of assigned staff due to vacation/planned time off, Contractor shall coordinate staffing coverage to ensure group sessions continue as scheduled. In the absence of assigned staff due to illness/unplanned time off, Contractor shall make earnest attempts to coordinate coverage for group sessions and will notify County of any unforeseen cancellations with as much notice as possible.

Contractor shall provide County advance notice of Contractor's agency closure/holiday schedule, as group sessions will not be held when the agency is closed. Individual sessions for youth in SUDS treatment may be held or rescheduled dependent on individual client needs and in accordance with accepted industry standards.

II. STAFF TRAINING AND CERTIFICATION:

Contractor requires staff to participate in training related to certification requirements of evidence-based programs utilized for services, training related to developing and maintaining clinical competencies and certifications/licensure, and training/activities required to meet agency mandates and to maintain COA Accreditation. Contractor requires staff to participate in ongoing clinical and administrative supervision. Contractor covers costs associated with staff certifications/licensure and annual renewals.

III. COORDINATION AND REPORTING

Contractor shall participate in regular Multi-Disciplinary Team (MDT) meetings as well as Child and Family Team (CFT) meetings, as needed, in order to coordinate client care with Probation and other providers. Contractor shall meet with Probation's designee, with frequency established by County, to review program progress, address barriers, and coordinate logistics in collaboration with Probation.

On a monthly basis, Contractor shall provide Probation with a report summarizing services provided through this Agreement, including but not limited to the number of referrals received, number of youths served, and attendance/services provided. On a monthly basis, Contractor shall provide Probation with individualized client treatment progress updates that include individual and group session attendance, client engagement and goal progress. Discharge summary reports will be provided as applicable. Additional reports shall be provided as requested by Probation.

In order to foster a collaborative approach that acknowledges County and Contractor respective roles and strengths, contract performance concerns unresolved at the program level shall be elevated to County and Contractor administration to facilitate expeditious resolution. Such coordination shall position County and Contractor to navigate an effective contract relationship, advance values-aligned solutions to achieve shared goals, and strengthen the County and Contractor partnership for the purpose of community service.

IV. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Refer youth with possible substance use treatment needs to Contractor for assessment. Contractor will determine treatment needs based on assessment.
2. Provide access to youth at Youth Achievement Center and Juvenile Detention Facility for appropriate level of program participation.
3. Collaborate with Contractor to provide information needed for Contractor to develop a SUD treatment plan as determined by the assessment. County will include Contractor in multi-disciplinary team meetings to ensure strong collaboration and partnership in service to youth.
4. Appoint a County Probation Manager to provide program oversight and to exercise final approval for all items where County approval is required. County shall provide Contractor with explanation when final approval is not given.
5. Provide Contractor with any forms and/or examples of reporting formats required to fulfill Contractor's responsibilities under this Contract.
6. Provide office space, including furniture and a computer, at the Probation Youth Services Center. The computer shall be connected to the County of Solano network, allowing access to the internet. The Juvenile Detention Facility will provide group space.

EXHIBIT B
PAYMENT PROVISIONS

1. Total Compensation

- A. The maximum amount of this contract is \$337,950. Compensation shall include payment for services listed in Exhibit A.
- B. Services performed by Contractor for the following services below shall be invoiced based on actual hours worked.

In-Custody SUDS Treatment and Life Skills Development Services
Out-of-Custody SUDS Treatment and Life Skills Development Services

The billing rate for the above services is as follows:

Service Type/Level of Treatment	Rate
Treatment Staff (Therapist/Counselor)	\$127.00/hour

Rates shall be effective July 1, 2024. Payment shall cover provision of screening, assessment, and group and individual treatment and services as defined in the Scope of Work. The FTE allocation is inclusive of documentation and reporting, service preparation including travel, supervision, training, and care coordination with Contractor and other providers, as required to deliver the Scope of Work.

- C. The payment rate above shall constitute the entire compensation due the Contractor for services rendered and all of Contractor's obligations in performance of this Contract regardless of the difficulty, materials, or equipment required. The payment rate includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- D. The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, including any extension periods, as the County makes no specific guarantee of a minimum or maximum number of days that shall be required.

2. Method of Payment

- A. Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for services rendered the prior month, up to the maximum amount provided for above. Contractor shall submit monthly invoices on or by the tenth calendar day of each month to ensure timely payment and those County expenditures are recorded in the proper period.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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 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. |
| (Including operations, products and completed operations.) | | |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|---|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit. |
| (2) Professional Liability: | \$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 3 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.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage 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 terminate this Contract.
- B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.
- C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

- A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

- A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
- B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations 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. Contractor represents that it will comply with the applicable cost principles and

administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department

of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its 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 the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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