



**County of Solano  
Standard Contract**

*For County Use Only*  
 CONTRACT NUMBER:  
 03987-22  
 (Dept., Division, FY, #)  
 H&SS/SA  
 BUDGET ACCOUNT:  
 7564  
 SUBOBJECT ACCOUNT:  
 3153

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

Touro University California  
 CONTRACTOR'S NAME

2. The Term of this Contract is:

3/1/2022 to 12/31/2022




3. The maximum amount of this Contract is:

\$80,913

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

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

This Contract is made on March 22, 2022.

CONTRACTOR	COUNTY OF SOLANO
Touro University, California _____ CONTRACTOR'S NAME	
<u>Sarah Sweitzer</u>  <u>03/07/2022 07:36 PM EST</u> SIGNATURE Sarah Sweitzer, Provost _____ PRINTED NAME AND TITLE	Birgitta E. Corsello <u>County Administrator</u> TITLE <u>275 Beck Avenue, MS 5-200</u> ADDRESS <u>Fairfield</u> <u>CA</u> <u>94533</u> CITY STATE ZIP CODE Approved as to Content:
1310 Club Dr. _____ ADDRESS Vallejo CA 94592 _____ CITY STATE ZIP CODE	<u>Gerald Huber</u>  <u>03/08/2022 03:33 PM EST</u> Gerald R. Huber, Director Health & Social Services Department Approved as to Form: _____ <u>Lori Mazzella</u>  <u>03/08/2022 03:38 PM EST</u> COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

<b>APPLICANT NAME:</b>	Drug Safe Solano	
<b>PROJECT NAME:</b>	Opioid-Based Substance Use Prevention	
<b>GOAL(S):</b>  List 1-2 primary goals related to your project.  Choose from Goals 1-4, SPP pages 35-56.	Goal 1: Increase perception of harm for opioids.	Goal 2: Decrease acceptance of opioid substance use.
<b>OUTCOME(S):</b> <i>The percentage and number of people for whom the project will affect a desired change.</i>	<ol style="list-style-type: none"> <li>1. Decrease Opioid-related overdose deaths by 3% on the California Opioid Overdose Surveillance Dashboard by Quarter 4 of 2022.</li> <li>2. Decrease in Prescription Drug ease of access and past 30-day use in 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> graders by 5% on California Healthy Kids Survey in 2022.</li> </ol>	

Activity	Key Tasks	Start/End Dates	Responsible Party	Service Counts	Tracking/Evaluation Measures				
<p>List key activities to be performed that will lead to achievement of goal(s)  Refer to pages 47-58 of SPP.</p>	<p>What services, events and other action must be performed to accomplish activity?</p>	<p>Month/year e.g. Jan 2015- March 2015</p>	<p>List the individual who has primary responsibility to complete task</p>	<p># Served: The counts of unduplicated people served  <u>Service Length</u>: The length and frequency of services rendered</p>	<p>List the indicator or evidence that activity was completed and is leading toward desired outcome.</p>				
<p><b>Activity 1 - Healthcare Professional Outreach</b></p>	<p>1. Collaborate with the Solano Oral Health Advisory Committee, VibeSolano Alliance (VSA), and through VSA to the Napa/Solano Dental Society for program planning and program outreach strategies.</p>	<p>Feb 2022- Dec 2022</p>		<table border="1"> <thead> <tr> <th data-bbox="727 747 829 863"># Served</th> <th data-bbox="829 548 1057 863">Service Length and Frequency</th> </tr> </thead> <tbody> <tr> <td data-bbox="727 747 829 863"></td> <td data-bbox="829 548 1057 863"></td> </tr> </tbody> </table>	# Served	Service Length and Frequency			<p>-meeting agenda/notes</p>
# Served	Service Length and Frequency								

Activity	Key Tasks	Start/End Dates	Responsible Party	Service Counts		Tracking/Evaluation Measures
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<p>List key activities to be performed that will lead to achievement of goal(s)  Refer to pages 47-58 of SPP.</p>	<p>What services, events and other action must be performed to accomplish activity?</p>	<p>Month/year e.g. Jan 2015-March 2015</p>	<p>List the individual who has primary responsibility to complete task</p>	<p># Served unduplicated people served</p>	<p>Service Length: The length and frequency of services rendered</p>	<p>List the indicator or evidence that activity was completed and is leading toward desired outcome.</p>
	<p>2. Review best practice talking points already available from leading opioid prevention technical assistance groups, enhance them for local use if necessary, and adapt or develop presentations and handouts to decrease opioid prescription rates and increasing training on overdose prevention measures. Develop presentations for use with the oral health community as well as parents and youth.</p>	<p>Feb 2022- Dec 2022</p>				<p>-copy of talking points, handouts, and presentations developed for dentists, oral surgeons, parents, youth.</p>

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	<p>3. Schedule meetings with dental and health professionals and present to staff/administration or invite Dental and Health Professionals to Drug Safe Solano Meetings. Track online dissemination of educational materials.</p>	<p>Feb 2022- Dec 2022</p>				<p>-log of presentations completed (include date of presentation, client, name of presenter, point of contact)  -coalition meeting sign in sheet  -click through rates and view rates for educational materials.</p>

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<p>List key activities to be performed that will lead to achievement of goal(s)</p> <p>Refer to pages 47-58 of SPP.</p>	<p>What services, events and other action must be performed to accomplish activity?</p>	<p>Month/year</p> <p>e.g. Jan 2015-March 2015</p>	<p>List the individual who has primary responsibility to complete task</p>	<p># Served</p>	<p>Service Length and Frequency</p>	<p>List the indicator or evidence that activity was completed and is leading toward desired outcome.</p>
<p><b>Activity 2 - Opioid Media Campaign</b></p>	<p>1. Attend planning and strategy meetings with Solano Public Health and Brown Miller Communications to provide consultation on the opioid primary prevention media campaign(s)</p>	<p>Feb 2022 – Dec 2022</p>				<p>-meeting notes/action items</p>
<p><b>Activity 3 - Youth Engagement and Education</b></p>	<p>1. Coordinate with Solano County Office of Education to provide opioid prevention education/training at their Youth Summit, Art is Power Showcase, and Summer Institute</p>	<p>Feb 2022 – Dec 2022</p>				<p>-meeting notes/action items</p>

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<p>List key activities that will lead to achievement of goal(s) Refer to pages 47-58 of SPP.</p>	<p>What services, events and other action must be performed to accomplish activity?</p>	<p>Month/year e.g. Jan 2015- March 2015</p>	<p>List the individual who has primary responsibility to complete task</p>			<p>List the indicator or evidence that activity was completed and is leading toward desired outcome.</p>
	<p>2. Attend Youth Summit/Summer Institute and host an opioid prevention workshop at each event.</p>	<p>Feb 2022 – Dec 2022</p>				<p>-copy of presentation/workshop materials</p>
	<p>3. Participate in Art is Power Showcase event to host a table to educate families on opioid prevention and treatment.</p>	<p>Feb 2022 – May 2022</p>				<p>-proof of attendance and pictures</p>
<p><b>Activity 4 - Drug-Take Back Day and Red Ribbon Week</b></p>	<p>1. Coordinate with Solano County organizations and community groups to plan a county-wide opioid prevention campaign and activities to promote Red Ribbon Week.</p>	<p>Sept 2022- Oct 2022</p>				<p>-campaign materials -meeting and planning notes/action items -proof of campaign execution and reach</p>

Activity	Key Tasks	Start/End Dates	Responsible Party	Service Counts		Tracking/Evaluation Measures
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<p>List key activities to be performed that will lead to achievement of goal(s)  Refer to pages 47-58 of SPP.</p>	<p>What services, events and other action must be performed to accomplish activity?</p>	<p>Month/year e.g. Jan 2015- March 2015</p>	<p>List the individual who has primary responsibility to complete task</p>	<p># Served</p>	<p>The counts of unduplicated people served  Service Length: The length and frequency of services rendered</p>	<p>List the indicator or evidence that activity was completed and is leading toward desired outcome.</p>
	<p>2. Coordinate with Solano County Resource Management, Solano Public Health, and Solano organizations and community groups to plan a county-wide campaign and activities to promote National Drug Take-Back Day.</p>	<p>March 2022- April 2022</p>				<p>-campaign materials  -meeting and planning notes/action items  -proof of campaign execution and reach</p>

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. METHOD OF PAYMENT**

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the "Contract Budget" attached to this Contract as Exhibit B-1 and 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 Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section I.E and be documented by a fiscal monitoring report (Exhibit B-2). Each invoice must specify the actual charges incurred.
- C. Contractor must request prior written approval, which approval may be withheld at the sole and absolute discretion of County, for transfers between budget categories or the addition of line items within the operating expenses category, which are set forth in Exhibit B-1, when the cumulative amount of such transfers or additions exceed the lesser of \$10,000 or 10% of the total Contract budget for the fiscal year. County may authorize the proposed transfers between budget categories or the addition of line items within a budget category under this section, except for personnel, subcontractors, indirect costs and capital expenditures (equipment or real property), provided that such transfers or additions do not substantially change the scope of services to be provided under this Contract and do not increase the Contract amount. Requests for transfers between budget categories or addition of budget line items within a budget category over the aforementioned threshold must be presented to the County on the County's "Budget Modification Request Form". Budget modifications below the threshold must be presented on Exhibit B-2 Fiscal Monitoring Report and submitted with the monthly vendor claim and invoice. Contractor is limited to two budget modifications per fiscal year which must be requested by May 31st.
- D. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Behavioral Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- E. The following criteria apply to Contract Budget 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. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are 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 and in accordance with Contractor's approved written policies and allocation plan.

2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets and time studies for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
4. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. Contractor must use a negotiated indirect cost rate with a federal agency. A Contractor who does not have a negotiated indirect cost rate agreement may claim an indirect cost rate of up to 10% of modified total direct costs, as defined in 2 CFR part 200.68, provided the Contractor does not use the Direct Allocation Method of allocating indirect costs (as discussed in Appendix IV to 2 CFR Part 200).
5. Regardless of whether Contractor claims indirect costs through a negotiated indirect cost rate, Direct Allocation Method or the 10% of modified total direct costs, Contractor must provide the County with a cost allocation plan that clearly differentiates between direct and indirect costs. Contractor ensures that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently. Contractor will provide this plan to County upon request. In the event that Contractor is unable to provide County with an acceptable cost allocation plan, County may disallow any indirect cost billed amounts.

## 2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct allocation method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 CFR Part 200, subpart E, Cost Principles and Appendix IV to Part 200, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract

### 3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to CFR Part 200.436).

### 4. FINANCIAL STATEMENTS AND AUDITS

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited financial statements by September 1.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit of the County or Contractor's services.

### 5. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing each fiscal year. Contractor will submit its cost report and all supporting documentation by the deadline set by the County. Such report shall be in compliance with the State Department of Health Care Services requirements. The reports shall be on forms prescribed by the County and furnished to Contractor by County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld until such time as Contractor submits an acceptable cost report. County will not be liable for any interest that may accrue as a result of delay in payment caused by Contractor's failure to submit an appropriate cost report.

### 6. SUBRECIPIENT MONITORING AND MANAGEMENT

- A. Contractor will complete a self-assessment tool and provide it to the County within 30 days of contract execution. The County will provide the required format.
- B. Every subaward must be clearly identified and include the following information at the time of contract execution. Significant changes to these data elements may require a subaward modification form.
  - 1) Subrecipient Name (which must match the name associated with its DUNS number): Touro University, California
  - 2) Subrecipient DUNS number: 605909170
  - 3) Federal Award Identification Number (FAIN): [ Not applicable ]

- 4) Federal Award Date (date when the federal award was signed by authorized official of awarding agency): [ Not applicable ]
- 5) Subaward Period of Performance Start and End Date: [Not applicable ]
- 6) Amount of Federal Funds obligated by this action: [ Not applicable ]
- 7) Total Amount of Federal Funds obligated to the subrecipient: [ Not applicable ]
- 8) Total amount of Federal Award: [Not applicable ]
- 9) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): [CRRSAA Substance Abuse Prevention and Treatment Block Grant ]
- 10) Name of Federal awarding agency, pass-through entity and contact information for awarding official: [ Department of Health and Human Services – Substance Abuse and Mental Health Services Administration]
- 11) CFDA Number and name: [93.959 Block Grants for Prevention and Treatment of Substance Abuse ]
- 12) Identification of whether the award is for research and development. [Not applicable]
- 13) Indirect cost rate for the Federal award (including if the de minimus rate is charged per 2 CFR 200.414 Indirect (F&A) costs): [ Not applicable ]

**EXHIBIT B-1**  
**BUDGET DETAIL**

<b>Funding Period 1- 3/1/22-6/30/22</b>		
	<b>FTE/ %</b>	<b>Total</b>
<b>PERSONNEL EXPENSES</b>		
<b>SALARY</b>		
MPH Graduate Student Intern (Master of Public Health)	.80 FTE	\$ 12,160
<b>BENEFITS</b>		
Benefits		\$ 1,340
<b>TOTAL PERSONNEL</b>		\$ 13,500
<b>OPERATING EXPENSES</b>		
Outreach Supplies		\$ 57
<b>INDIRECT EXPENSES</b>		
Indirect Costs	10%	\$ 1,356
<b><u>TOTAL EXPENSES</u></b>		<b>\$ 14,913</b>

<b>Funding Period 2- 6/30/22-12/31/22</b>		
	<b>FTE/ %</b>	<b>Total</b>
<b>PERSONNEL EXPENSES</b>		
<b>SALARY</b>		
Program Coordinator	.50 FTE	\$ 40,002
MPH Graduate Student Intern (Master of Public Health)	1 FTE	\$ 9,500
<b>BENEFITS</b>		
Benefits		\$ 9,446
<b>TOTAL PERSONNEL</b>		\$ 58,948
<b>OPERATING EXPENSES</b>		
Outreach Supplies		\$ 1,052
<b>INDIRECT EXPENSES</b>		
Indirect Costs	10%	\$ 6,000
<b><u>TOTAL EXPENSES</u></b>		<b>\$ 66,000</b>

**Contract Total not to exceed \$ 80,913**

**EXHIBIT B-2: FISCAL MONITORING REPORT**

Line Item	FY 2020/21 Approved Contract Budget	Budget Modification 1: Date mm/dd/yy	Budget Modification 2: Date mm/dd/yy	Revised Contract Budget	YTD Paid Invoices	% Used (YTD Paid Invoices/ Revised Contract Budget)	Current Month Invoice: mm/yy	Contract Balance
<b><u>Operating Expenses</u></b>								
Educational Materials								
Drug Safe Solano Meetings								
Travel								
Office Supplies								
Media Outreach								
Subtotal Operating Expenses		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<b><u>Subcontractors</u></b>								
Subcontractor 1								
Subcontractor 2								
Subtotal Subcontractors		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
<b><u>Indirect Costs</u></b>								
Subtotal Indirect		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Grand Total Expenses	\$	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Total Budget Balance								\$

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

D. Additional Insurance Coverage

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

- |                             |                    |  |
|-----------------------------|--------------------|--|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the 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: | <b>\$2,000,000</b> | 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 in 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:

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

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

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

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

(1) Cancel this Contract; or,

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

## 27. CHANGES AND AMENDMENTS

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

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

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

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, 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. CONTRACT EXTENSION**

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to the contract termination date, at County's sole election, this Contract may be extended for up to 90 days, not to exceed \$26,971, beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract.

**2. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

- A. If Contract is a non-profit organization, submit verification.
- B. Adhere to the same restrictions and conditions set forth in the Substance Abuse Prevention and Treatment Block Grant (SABG) awarded to Solano County by DHCS. A copy of the SABG is available upon request.

**3. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**

The use of disclosure of information concerning County applicants and recipients will be limited to the use described in Exhibit A of this Contract. Information will not be released to any other agencies except as specified in Welfare & Institutions Code (W&IC) sections 10850, 10850.2 and 14100.2 that describes the use and disclosure of confidential records. The Personally Identifiable Information (PII) provided to Contractor by County falls within the description of confidential records. Contractor recognizes that unauthorized release of confidential information is a misdemeanor under W&IC sections 10850 and 14100.2 and may lead to criminal or civil liability. Contractor will implement security policies and safeguard PII at all times. Contractor will assure County applicants' or recipients' information will not be left unattended in vehicles or public facilities. Contractor will provide evidence of privacy/security training by submission of training materials, confidentiality statement signed annually by staff and organizational policies regarding confidentiality and security of records upon execution of this Contract.

**4. BREACH REPORTING OBLIGATION**

Contractor will immediately notify H&SS Compliance and Quality Assurance Unit by telephone at 707-784-3189 plus email: [HSS-Compliance@SolanoCounty.com](mailto:HSS-Compliance@SolanoCounty.com) or fax 707-421-3207 upon discovery of a breach of secured and unsecured PII when Contractor reasonably believes PII information has been accessed or acquired by an unauthorized person and upon the discovery of a suspected security incident that involved data provided to Contractor. Upon notification from the Contractor, the County shall notify the appropriate governing agency as required.

**5. CIVIL RIGHTS COMPLAINTS PROCEDURE**

Contractor will:

- A. Provide services to any person, regardless of age, color, disability, marital status, national origin, Limited-English Proficiency (LEP), political affiliation, race, religion or sex.
- B. Comply with civil rights requirements as directed by County, which includes, but is not limited to the following:

1. Ensure public contact staff attends civil rights training.
  2. Ensure notices and correspondences sent to participants are in their respective primary language and provide interpreters to ensure meaningful access of services to all applicants.
- C. Maintain a record of all civil rights materials provided by County and ensure all applicants are provided with the civil rights materials.
- D. Develop and use procedures for receiving and forwarding civil rights complaints as follows:
1. County Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between Contractor and the H&SS Civil Rights Coordinator.
  2. Refer or forward all complaints to the H&SS Civil Rights Coordinator within two business days of receiving it. If forwarding a written complaint, Contractor must maintain a copy.
  3. CCM/CRL shall not attempt to investigate civil right complaints. All investigations are handled by the H&SS Civil Rights Coordinator.
  4. Civil rights complaints shall not be scanned as documentation in any client file.
- E. Contractor shall execute the Civil Rights Vendor Assurance of Compliance Agreement with the form attached as Exhibit "D-1"

**6. DRUG FREE WORKPLACE**

Contractor shall execute the form attached as Exhibit "D-2".

**7. CHILD ABUSE REPORTING REQUIREMENT**

Contractor shall execute the form attached as Exhibits "D-3".

**VENDOR ASSURANCE OF COMPLIANCE WITH THE SOLANO COUNTY  
HEALTH & SOCIAL SERVICES DEPARTMENT**

**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Touro University California agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code sections 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) parts 80, 84, and 91, 7 CFR part 15, and 28 CFR part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and gives assurance that it will immediately take any measures necessary to effectuate this Contract.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Touro University California gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting the assurance, Touro University California agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Touro University California directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

03/07/2022  
07:36 PM EST

Date

*Sarah Sweitzer*



Director's Signature

1310 Club Drive, Vallejo, CA 94592

Address of Touro University California

CR50-Vendor Assurance of Compliance (08/13/01)

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

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**Touro University California**

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Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. 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.

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**CERTIFICATION**

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

*Sarah Sweitzer*   
\_\_\_\_\_  
Contractor Signature


03/07/2022  
07:36 PM EST  
\_\_\_\_\_  
Date

**CHILD ABUSE REPORTING REQUIREMENTS**

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature: Sarah Sweitzer 

Date: 03/07/2022  
07:36 PM EST