



**County of Solano  
Standard Contract**

*For County Use Only*  
CONTRACT NUMBER:  
03904-26  
(Dept., Division, FY, #)  
H&SS - BH  
BUDGET ACCOUNT:  
7565  
SUBJECT 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:

July 1, 2025 – June 30, 2026





3. The maximum amount of this Contract is:

\$ 165,518.00

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 May 19, 2025.

| CONTRACTOR  | COUNTY OF SOLANO   |
|---|--|
| <u>Touro University California</u><br>CONTRACTOR'S NAME   | <u>Bill Emlen</u>  07/02/2025 01:09 PM EDT<br><b>Bill Emlen</b><br><u>County Administrator</u><br>TITLE<br><u>275 Beck Avenue, MS 5-200</u><br>ADDRESS<br><u>Fairfield</u> <u>CA</u> <u>94533</u><br>CITY STATE ZIP CODE<br>Approved as to Content: |
| <u>Alan Kadish</u>  05/19/2025 03:31 PM EDT<br>SIGNATURE<br><u>Alan Kadish - President</u><br>PRINTED NAME AND TITLE | <u>Emery Cowan</u>  05/19/2025 05:58 PM EDT<br><b>Emery Cowan, Director</b><br><b>Health &amp; Social Services Department</b><br>Approved as to Form:   |
| <u>1310 Club Drive</u><br>ADDRESS<br><u>Vallejo</u> <u>CA</u> <u>94592</u><br>CITY STATE ZIP CODE   | <u>Megan Callaway</u>  05/20/2025 02:20 PM EDT<br><b>COUNTY COUNSEL, DEPUTY</b>   |

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

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| <b>AGENCY/<br/>PROGRAM<br/>NAME:</b>                              | Touro University California<br>Public Health Program /<br>Youth in Action: Substance Use Prevention in Schools and Communities   |                     |                |   |  |   |
|---|--|---------------------|----------------|---|--|---|
| <b>GOAL:</b><br>What are 1-2<br>primary goals of<br>your program? | 1. To equip high school students with knowledge, skills, and support systems to prevent substance use and promote healthier lifestyles.<br>2. To foster youth leadership by providing peer-to-peer substance use education, health promotion, advocacy, and policy skills to reduce substance use and its associated risks.  |                     |                |   |  |   |
| Activity  | TASKS  | DATES               | SERVICE COUNTS |   | OUTCOME  | EVALUATION  |
|   | Tasks Within Activity  | Months              | # Served       | Service Unit<br>Type/ Length<br>of time | Outcome  | Tracking Measures   |
| 1. Project Start-up   | 1. Convene Project Advisory Group to review project goals, objectives, and plans.<br>2. Recruit team members from Independent Master of Public Health (IMPH) class<br>3. Leadership team planning<br>4. Train and orient new team members in understanding project objectives and implementing project activities<br>5. Train team using Stanford REACH Lab curriculum<br>6. Meet with JBHS BioMedical Pathway & Sports Medicine teachers and school administration for project planning<br>7. Orient JBHS teachers to the project's goals and objectives<br>8. Ensure IRB approvals are current | July 2025-Sept 2025 | N/A            | 3 months                                | Advisory Group convened<br><br>YIA Leadership Team including TUC Public Health faculty, YIA staff, TUC MPH grad students and JBHS teachers and administration.<br><br>Approval of project plan by JBHS teachers and administration.<br><br>TUC IRB Continuation application submission | 1. Meeting records for advisory group<br>2. List of team members recruited<br>3. n/a<br>4. Meeting/training records<br>5. Copy of adapted Stanford Reach Lab curriculum<br>6. n/a<br>7. n/a<br>8. copy of IRB approvals |

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|   |   |                                  |  |                               |  |  |
|---|---|----------------------------------|--|-------------------------------|--|--|
| 2. Plan classroom and after-school curriculum for 10th - 12th grade | 1. Adapt <u>Stanford REACH Lab</u> curriculum for JBHS cohorts<br>2. Adapt Public Health 101 curriculum<br>3. Adapt YPAR curriculum   | Aug 2025 – Dec 2025              | N/A  | 2 months                      | Tailored curriculums developed and reviewed by Leadership Team and Advisory Group  | 1. list of adaptations for Stanford REACH lab made for population<br>2. n/a<br>3. n/a      |
| 3. Adapt Evaluation Strategy  | 1. Develop pre/post surveys, qualitative feedback tools adapted from Stanford REACH lab and CA Healthy Kids Survey  | Aug 2025 - Sept 2025             | N/A  | 2 months                      | Leadership Team and Advisory group will review the evaluation strategy   | 1. copy of pre/post surveys  |
| 4. Plan and conduct teacher and administrator feedback meetings     | 1. Three (3) Meetings at beginning, mid year, and at the end of the project year, to gather input and qualitative feedback on the success of the project and recommendations. | Aug 2025<br>Dec 2025<br>May 2026 | 3 teachers and administrators                              | 3 months                      | Successful implementation of the project with teacher and administrator input and support.<br><br>Continuous program improvement   | 1. meeting records and copy of notes   |
| 5. Recruit 15-20 Peer Health Promoters                              | 1. Speak to BioMed Pathway and Sports Medicine classes about the project and the opportunity to join YIA as PHPs  | Sept 2025                        | 150 students informed<br><br>Recruit approx. 2-4 per class | 1 month                       | PHPs successfully recruited  | 1. list with initials of recruited students and total recruitment #                        |
| 6. Administer baseline student survey                               | 1. Conduct baseline survey in classrooms and after-school sessions, including open-ended questions  | Sept 2025                        | 150 classroom<br><br>15-20 PHPs complete survey            | 1 month                       | Baseline survey administered and data collected on student ATOD attitudes, knowledge and behaviors<br><br>PHP survey administered and data collected on public health promotion knowledge, and advocacy skills | 2. copy of survey results  |
| 7. Plan and conduct after school Peer                               | 1. Peer Health Promoters will participate in training sessions focused on ATOD use and prevention   | Sept 2025 – May 2026             | 15-20 PHPs   | 3 sessions/mo<br><br>9 months | PHPs increase skills in advocacy, leadership, research skills, and substance use and prevention skills   | 1. training materials<br>2. training attendance list with initials and total in attendance |

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|   |  |                       |                                      |   |   |                           |  |
|---|--|-----------------------|--------------------------------------|---|---|---------------------------|--|
| 2. Health Promoter (PHP) sessions   | 2. Work with PHPs to develop activities for classroom sessions and to develop substance use prevention advocacy projects |                       |                                      |   |   | Empowered youth advocates |  |
| 8. Plan and conduct classroom sessions related to ATOD use and prevention | 1. Develop and implement interactive ATOD classroom sessions   | Sept 2025. – May 2026 | 150 students                         | 6 session topics delivered in 6 classes<br>9 months | 1. number of total in attendance per class session                  |                           |  |
| 9. Complete mid-year progress report                                      | 1. Analyze data, summarize findings and submit to funder   | Jan 2026              | Project leadership team              | 1 month   | 1. copy of report   |                           |  |
| 10. Administer Post Survey in classrooms and after school program         | 1. Administer student survey during class sessions and PHP session at end of program year                                | May 2026              | 150 classroom students<br>15-20 PHPs | 1 month   | 1. survey results<br>2. number of students who completed the survey |                           |  |
| 11. Summarize findings and complete Final Project Report                  | 1. Analyze student survey data<br>2. Submit project summary  | June 2026             | Project leadership team              | 1 month   | 1. n/a<br>2. copy of project summary                                |                           |  |

|   |   |
|---|---|
| <b>Prevention Service Category</b>              | General Substance Use Block Grant Contract Activities |
| <b>Strategy</b>                                 | Community/Administrative/Training                     |
| Below are general county and state requirements |   |

| Activity  | Key tasks   | Start/End Date      | Tracking/Evaluation Measures                   |
|---|---|---------------------|--|
| 1. County Meetings and Collaboration                      | 1. Participate in all virtual Solano Alcohol Tobacco and Other Drugs (ATOD) Collaborative meetings as required by H&SS. If project coordinator is unable to attend, another designee will participate   | Jul 2025 – Jun 2026 | attendance                                     |
|   | 2. Attend all monthly check-in meetings as required by H&SS. If project coordinator is unable to attend, another designee will participate.   | Jul 2025 – Jun 2026 | attendance                                     |
| 2. Reporting/Invoices, Data Submission, and Communication | 1. Submit Monthly General Ledger Payroll Report for billable time by the 15th of each month for each previous month within contract range. Payroll report will include the following information.<br>a. short activity description<br>b. date of activity<br>c. hours spent completing the activity | Jul 2025 – Jun 2026 | Monthly Activity tracker updates and documents |
|   | 2. Submit invoices by the 15th of each month for each previous month within contract range.   | Jul 2025 – Jun 2026 | invoice  |
|   | 3. Invoices with be submitted with general ledger detail.   | Jul 2025 – Jun 2026 | receipts                                       |
|   | 4. Any request via correspondence between County staff and Contractors must be responded to within 2 business days (except TUC designated holidays). Sick time and vacation time must be communicated to County staff if correspondence will be delayed.  | Jul 2025 – Jun 2026 | emails   |
|   | 5. Travel, Trainings attended, and Trainings hosted using Substance Abuse Block Grant (SUBG) funds need County approval.  | Jul 2025 – Jun 2026 | emails   |

**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 15<sup>th</sup> 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 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 3 budget modifications per fiscal year and must be submitted by June 30<sup>th</sup>.
- 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 only when included 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.
5. 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.

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, AUDITS, AND FISCAL REPORTING:**

- 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 annual 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.
- C. County may request cost information from contractors if cost reporting is required by state or federal law, or if the County determines that cost information is beneficial to advance the goals of the California Advancing and Innovating Medi-Cal (CalAIM) Act. If requested, Contractor will submit the financial report and any requested supporting documentation by a deadline set by the County. The financial report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.

**EXHIBIT B-1**

| <b>A. Personnel Expenses</b>   |            |                  |
|--|------------|------------------|
| <b>Job Title</b>   | <b>FTE</b> | <b>Total</b>     |
| Annette Aalborg (PI)   | 15%        | \$21,460         |
| Project Manager  | 56%        | \$44,800         |
| Project Coordinator  | 50%        | \$35,000         |
| 1 MPH Student Intern (8 hrs/week x 36 wks.)  | \$19/hour  | \$5,472          |
| Health Educator (Latara Harris 5 hrs/week x 52 weeks)  | \$50/hour  | \$13,000         |
| Total Salaries   |            | \$119,732        |
| Total Fringe Benefits (20% for PI, Manager and Coordinator; 12% for Interns and Health Educator) |            | \$22,469         |
| <b>Total Personnel Expenses (Salaries + Fringe Benefits)</b>                                     |            | <b>\$142,201</b> |

| <b>B. Operation Expenses</b>                   |                |
|--|----------------|
| <b>Line Item</b>                               | <b>Total</b>   |
| Advocacy Group (TBD)/Policy                    | \$2,770        |
| StoryCenter Digital Health Promotion Workshops | \$2,500        |
| Jessica Schwind, Biostat/Data Analysis         | \$3,000        |
| <b>Total Operation Expenses</b>                | <b>\$8,270</b> |

| <b>C. Indirect Expenses (10%)</b> |                 |
|-----------------------------------|-----------------|
| <b>Total Indirect Expenses</b>    | <b>\$15,047</b> |

|                     |                  |
|---------------------|------------------|
| <b>TOTAL BUDGET</b> | <b>\$165,518</b> |
|---------------------|------------------|

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

**1. CLOSING OUT**

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

B. A final undisputed invoice shall be submitted for payment no later than 90 calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that, upon full payment of such invoice, no further payments are due or outstanding under the Contract.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

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

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local

laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

## 7. INSURANCE

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

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

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

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

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

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

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

D. Additional Insurance Coverage

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

General Terms and Conditions

- |                             |                    |  |
|-----------------------------|--------------------|--|
| (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 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.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

## **8. BEST EFFORTS**

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

## **9. DEFAULT**

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

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

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

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

## **10. INDEMNIFICATION**

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

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indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

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

**11. INDEPENDENT CONTRACTOR**

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

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

C. Contractor, and not County, is solely obligated to pay all taxes, deductions and other employer-related obligations with respect to Contractor's employees including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations and County shall not be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

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

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

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

**12. RESPONSIBILITIES OF CONTRACTOR**

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

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

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- C. To fully comply with the terms and conditions of this Contract, Contractor shall:
- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
  - (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
  - (3) Submit monthly reimbursement claims for expenditures that directly relate to this Contract;
  - (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
  - (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award, for 3 years from the date of termination, or as required by applicable law or regulation, whichever is later.
- D. Submit verification of non-profit status, if a requirement for the award of this Contract.
- E. Obtain a bond at Contractor's sole expense in an amount sufficient to cover start-up funds if any were provided to Contractor from County.
- F. Provide culturally and linguistically competent and age-appropriate service, to the extent feasible.

**13. COMPLIANCE WITH LAW**

- A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).
- C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

**14. CONFIDENTIALITY**

- A. Contractor shall prevent unauthorized disclosure of confidential information including names and other client-identifying information, and mental health records (per Welfare & Institutions Code section 5328) except for statistical information not identifying a particular client receiving services under this Contract and use of confidential information shall be in accordance with Welfare & Institutions Code section 10850 and Division 19 of the California Department of Social Services Confidentiality, Fraud, Civil Rights, and State Hearings Manual of Policies and Procedures.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

Client shall include individuals receiving services pursuant to this Contract.

## **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor agrees to file a Statement of Economic Interest if specified in the applicable County department's Conflict of Interest policy or if required by Cal. Code Regs., tit. 2 §§ 18219, 18700.3, 18704, or 18734.

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

## **16. DRUG FREE WORKPLACE CERTIFICATION**

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

## **17. HEALTH AND SAFETY STANDARDS**

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

## **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor certifies that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

## **19. INSPECTION**

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

## **20. NONDISCRIMINATION**

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

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

**21. SUBCONTRACTOR AND ASSIGNMENT**

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager or assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors (i) maintain insurance meeting all the requirements stated in Section 7 above; (ii) are not currently excluded, debarred, or otherwise ineligible to participate in a federally or state funded program; and (iii) satisfy all of Contractor's requirements under this Contract.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

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

**23. OWNERSHIP OF DOCUMENTS**

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**25. NONRENEWAL**

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

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the Board of

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Supervisors. If the Contract is terminated for non-appropriation of funds:

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

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

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

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

(1) Cancel this Contract; or,

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

**27. CHANGES AND AMENDMENTS**

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

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

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

**28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

**30. BACKGROUND SCREENING**

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

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

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

### **31. WAIVER**

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

### **32. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

### **33. FAITH BASED ORGANIZATIONS**

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

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

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

### **34. PRICING**

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

### **35. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to those described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

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

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

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

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

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

### **37. EXECUTION IN COUNTERPARTS**

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

### **38. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local

County of Solano  
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residents where possible.

Touro University California  
03904-26  
Exhibit C  
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**39. ENTIRE CONTRACT**

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