



**County of Solano
Standard Contract
Project: Universal Pre-K Year 2**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)
2024-505
BUDGET ACCOUNT:
1533
SUBOBJECT ACCOUNT:
3018

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

Solano County Office of Education

School District

CONTRACTOR'S NAME

FORM OF BUSINESS (e.g., Limited Liability Corporation)

2. The Term of this Contract is:

July 1, 2024 - June 30, 2025

3. The maximum amount of this Contract is:

100,000
\$

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 June 25, 2024.

CONTRACTOR	COUNTY OF SOLANO
Solano County Office of Education	AUTHORIZED SIGNATURE County Administrator
CONTRACTOR'S NAME	TITLE 675 Texas Street
 SIGNATURE	ADDRESS Fairfield CA 94533
Becky Lentz, Director, Internal Business Services	CITY STATE ZIP CODE
PRINTED NAME AND TITLE	Approved as to Content: <u>Michele Harris</u> <small>Michele Harris (Jun 13, 2024 16:47 PDT)</small>
5100 Business Center Drive	DEPARTMENT HEAD OR DESIGNEE
ADDRESS	Approved as to Form:  <small>Kelly Welsh (Jun 17, 2024 10:11 PDT)</small>
Fairfield CA 94534	COUNTY COUNSEL
CITY STATE ZIP CODE	

Rev. 3/8/2023

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

AGENCY/PROGRAM NAME:		Solano County Office of Education		FY: 2024-2025
Activity	TASKS	SERVICE COUNTS		OUTCOME
<i>What broad category (ex: parent ed., case mgmt., home visiting, etc.) are you performing?</i>	<i>What services, events and other actions make up the program?</i>	<p><i># Served: The counts of services provided (to unduplicated clients) and people served over the course of the program.</i></p> <p><i>Service Unit Type/Length of Time: The level of services rendered (how often and how long).</i></p>		<p><i>Outcome: The percentage and number of people for whom the program will affect a desired change.</i></p> <p><i>The required percentage must be met regardless of total number served.</i></p>
	Tasks Within Activity	# Served	Service Unit Type/ Length of time	Outcome
1. Develop project work plan.	SCOE will convene a staff workgroup to establish timelines, create tools and processes, define roles & responsibilities, and identify potential external partners.		Plan will be developed, and implementation will begin in Q1.	Through collaboration and staff expertise, the project work plan will be developed, and implementation will begin in Q1.

2. Universal Prekindergarten (UPK) Provider Forums	In-depth information sessions will be offered to early learning and care providers, specifically childcare business owners/operators, with opportunities for discussion and strategy development.	SCOE will provide two (2) UPK Provider Forums	UPK Information Sessions will be offered in Q1 & Q2.	SCOE will establish a cohort of early learning and care owners/operators for collaboration, information sharing, and business support activities.
3. Professional Learning – Early Learning & Care Business Development	SCOE will facilitate professional learning opportunities, i.e. seminars, workshops, and professional consultation services, to support business development, growth, sustainability, and enhancement for early learning and care businesses.	A minimum of 15 ELC business owners/operators will be served.	SCOE will provide professional learning and consultation services for a total of 20 hours, in various formats, in Q2 and Q3.	SCOE will provide various options for professional learning, including virtual & in person; during business hours and evenings/weekends; full cohort, small group, individual.
4. Universal Prekindergarten (UPK) Childcare Service Providers Business Development Mini-Grants Program	SCOE will establish and facilitate a mini-grants program in amounts ranging from \$500 to \$3,000 to support business development. Approved proposals may include: <ul style="list-style-type: none"> - Promotional/Marketing Supplies and materials - Business workshops or conference registration - Professional website development/updates - Business advertising (media, social platforms paid boosts, etc.) 	A minimum of 15 business owners/operators will receive mini-grants through this program.	The mini-grants program will be established and launched in Q2.	A minimum of 15 early learning and care owners/operators will receive funding to support approved business development activities.

County of Solano
Standard Contract

Exhibit A
Scope of Work

5. Quarterly Connections Roundtables	SCOE will provide ongoing support of the childcare business leaders cohort through quarterly connections roundtables. The focus of these sessions will be to introduce and connect business owners with community agencies, partners, and services to continuously support their business growth.	A minimum of three (3) sessions will be offered.	This program will be launched in Q1 with the UPK Provider Forum, followed by 3 more Roundtable sessions in Q 2, 3, and 4	A minimum of 10 providers will participate in each of the Quarterly Collaboration Sessions.
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EXHIBIT B **BUDGET DETAIL AND PAYMENT PROVISIONS**

1. METHOD OF PAYMENT

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

Contractor shall enter monthly financial data into County's data system by the 15th day of each month. County will use the financial information entered by Contractor to determine the amount due monthly to Contractor under this Contract.

B. Contractor may request transfers between the budget line items set forth in Exhibit B-1 by submitting to County a completed "Budget Modification Request Form," which is attached to this Contract as Exhibit B-2 and incorporated into this Contract by this reference. Transfers between budget line items may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County.

C. Contractor must maintain backup documentation onsite that supports the financial data submitted into County's data system. Contractor shall make available this backup documentation upon request of County. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section F below.

D. Contractors that are non-profit, community based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to 10% of the total amount of the grant for expenses necessary under this Contract. In order to receive an advance, Contractor must submit to County a detailed written request documenting the need for an advance and evidencing that contract activities cannot be carried out without the advance. Such evidence must consist of a current balance sheet, cash flow statement, and/or other documentation specific to the grant that adequately supports the request, and a detailed budget for utilization of the funds. County must approve all advances in writing, which approval may be withheld in the sole and absolute discretion of County for any reason or no reason. The advance amount will be repaid by Contractor at an equitable rate, but no less than 1/12 of the total amount advanced will be offset against each monthly claim submitted by Contractor. In no event shall the advance monies be sustained beyond the first 12 months after the start date of the contract period.

1. Contractor may receive an advance as provided in subsection D above only if it provides a fidelity bond by an admitted surety in the amount of the advance and naming County as beneficiary. The original bond certificate must be submitted to and approved by County prior to any disbursement of funds. Any costs associated with obtaining said fidelity bond shall be Contractor's responsibility, not chargeable to County. The bond must be valid for the life of the advance or any portion of the advance.

2. Contractor may not use cash advances to provide working capital for non-First 5 Solano programs. Whenever possible, Contractor advances must be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed. Any and all unused funds of any nature distributed by County to Contractor pursuant to this Contract, including the unused

portion of any advance or interest, shall be returned to County within 30 days following the end of the contract period.

E. The following criteria apply to financial data submitted by Contractor under this Contract:

1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. 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 in the grant award and are in accordance with Contractor's approved written policies.
2. Salaries and benefits of personnel involved in more than one grant or project must be charged to each grant based on the actual percentage of time spent on each grant or project. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the grant award. Similarly, the dollar amount charged for a particular position also may not exceed the dollar amount in the approved grant award. Functional timesheets or an allocation plan must be maintained that support the time charged to First 5 Solano/H&SS grants.
3. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant 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 agency and the performance of the project.

EXHIBIT B-1
CONTRACTOR BUDGET FY2024/25

Line Item	FTE	First 5 Solano	Other Sources	Total
			SCOE	
<u>Personnel</u>				
Sr. Director, Early Learning	.10	20,153	181,375	201,528
Secretary/Program Analyst	.10	7,546	67,917	75,463
Benefits		9,763	87,867	97,630
Subtotal Personnel		37,462	337,159	374,621
<u>Operating Expenses</u>				
Training & Travel		500		500
Staff IT/Phone		500		500
Office & Meeting Supplies		1,247		1,274
Other				
Subtotal Operating Expenses		2,247	0	2,247
<u>Subcontractors</u>				
Mini-Grants		45,000		45,000
Consultation Services		7,000		7,000
Subtotal Subcontractors		52,000	0	52,000
Indirect Costs 9.04%		8,291		8,291
Grand Total Expenses		100,000	337,159	437,159

EXHIBIT B-2
BUDGET MODIFICATION REQUEST FORM
FY

GRANTEE ORGANIZATION: _____

PROGRAM: _____

CONTRACT NUMBER: _____

Line Item	Approved FTE	Approved Budget (Date of last Modification if applicable)	Requested Modification	Requested Modified Budget
Personnel				
Staff Member 1				
Staff Member 2				
Staff Member 3				
Staff Member 4				
Staff Member 5				
Staff Member 6				
Benefits				
Subtotal Personnel				
Operating Expenses				
Rent/Utilities				
Travel/Training				
IT/Phone				
Office Supplies				
Client Support				
Program Supplies				
Other				
Other				
Subtotal Operating Expenses				
Indirect/Administration Costs				
Subtotal Indirect				
Grand Total Expenses				

Please answer all Budget Modification Justification Questions on Page 2.

Authorized Grantee Signature

Date

First 5 Solano Executive Director

Date

First 5 Solano internal use only

Date: _____ Action Taken: _____ Date: _____ Action Taken: Updated in Apricot _____

Program Manager Recommend approval: _____

Budget Modification Justification:

1. If there are changes to Personnel, please explain. Are there changes to job duties? If there are decreases to a personnel line, how is that job going to be completed? Please clarify a change to FTE (example: 0.5 FTE to 0.75 FTE).

2. If there are changes to operating expenses, please explain. How do operating expenses differ than anticipated?

3. If there are changes to subcontractors, please explain.

4. If there are changes to indirect costs, please explain. *Please also attach your indirect cost rate plan.*

5. Are there any changes to matching/leveraged funds?

Note: Changes to this fiscal year do not change future fiscal years' budgets.

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 UPK SCOE 2024-505

generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

(1) Cyber Liability:	\$1,000,000	per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration
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of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

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

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

F. Deductibles and Self-Insured Retentions

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

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

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

G. Other Insurance Provisions

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

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

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

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, UPK SCOE 2024-505

alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

24. NOTICE

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded UPK SCOE 2024-505

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 of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D **SPECIAL TERMS AND CONDITIONS**

1. SPECIAL RESPONSIBILITIES OF CONTRACTOR.

Contractor shall either:

A. Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within thirty (30) days of the end of each calendar year of the term of this Contract; and provide an audit report, including a management letter, within thirty (30) days of the end of each calendar year of the term of this Contract; or,

B. If funds awarded to Contractor by County under this Contract are \$100,000 per fiscal year or less, provide an unaudited statement of revenue and expenditures and balance sheet (if applicable) to County within thirty (30) days of the end of each calendar year of the term of this Contract.

2. EVALUATION

A. Contractor shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Contract. Contractor shall report on the progress on all its goals and measurable objectives, terms and conditions and all other requirements contained in County approved "Project Scope of Work/Evaluation Plan", which is attached to this Contract as Exhibit "A-1", and incorporated in this Contract by this reference. Contractor shall input data into County's approved collection system on a monthly basis, or as otherwise prescribed by County.

B. Contractor shall submit reports to County on activities as specified in Exhibit "A-1" [Project Scope of Work/Evaluation Plan], which reports/describe Contractor's progress in performing the scope of work set forth in Exhibit A-1 [Scope of Work] every 3 (three) months throughout the term of the Contract, due thirty (30) days after the completion of such reporting period, with a final report due within 6 (six) weeks after termination of this Contract.

C. Contractor shall be solely responsible for the administration of the program to be conducted under this Contract, and shall review all monitoring reports and notices of corrective actions/recommendations provided by County.

D. Contractor shall send written notice of meetings held by its Board of Directors where any discussion at the meeting is related to the program set forth in the Contract, including both regularly scheduled and any special meetings, to the First 5 Solano Commission Chair Person and the Executive Director of the First 5 Solano Commission at least 48 hours in advance of regularly scheduled meetings and at least 24 hours in advance of special meetings. Contractor shall send copies of minutes from its board meetings and copies of any written reports submitted to its Board of Directors that address the funded programs and any financial issues that impact the delivery of County funded services to the County within thirty (30) days of approval of such minutes or submission of such reports.

E. The timely submission of all reports, agendas and minutes that address the program is a necessary and material term and condition of this Contract. County may stop payments under this Contract if Contractor has not submitted such reports to County within forty-five (45) days following the end of each quarter.

3. POLICY ON COMPLIANCE IN CONTRACTS

Without limiting any remedy available under section 9 of Exhibit C to this contract, or as otherwise provided by law, in the event of a default by Contractor or other noncompliance with the terms of this Contract, County may, in the sole and absolute discretion of County, require Contractor to comply with County's procedure for identifying and correcting non-compliance in contracts, which procedure is set forth in the First 5 Solano Children and Families Commission Policy on Compliance in Contracts.

4. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

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

5. PUBLIC ACKNOWLEDGEMENT OF FUNDS

The First 5 Solano Children and Families Commission is funded by taxpayer dollars. Therefore, Contractor shall appropriately acknowledge the grant from the First 5 Solano Children and Families Commission.

Appropriate acknowledgement is defined as follows:

- A. Includes the First 5 Solano logo;
- B. Includes the statement, "Made possible by a grant from First 5 Solano Children and Families Commission";
- C. The statement and logo must be included in all public materials that mention the funded grant and its programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

Any deviation from the above must be approved by First 5 Solano before distribution of public outreach materials.

6. START-UP PERIOD

Without limiting any remedy available under section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, County reserves the right, in the sole and absolute discretion of County, to terminate the Contract with 15 days written notice of such termination to Contractor.

7. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1

8. CHILD ABUSE

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

9. TOBACCO POLICY

Contractor agrees to abide by written policies provided by County as Exhibit D-3 relating to tobacco use and acceptance of funds from the tobacco industry.

10. CONFIDENTIAL RECORDS

Contractor acknowledges that client-specific information generated, received or disseminated pursuant to its performance under this Contract may be confidential and shall not be disclosed in any manner unless authorized by law or by client consent. Furthermore, Contractor warrants that Contractor is knowledgeable of state and federal confidentiality laws applicable to the subject of this Contract and will abide by such requirements.

11. ADDITIONAL REQUIREMENTS

A. First 5 Solano funds the Help Me Grow Solano meta-collaborative and referral system to coordinate service providers of young children and connect at risk children to appropriate services via a call center and centralized referral system. As a First 5 Solano contractor, required participation in Help Me Grow Solano activities include:

- i. Participate in a minimum of two Help Me Grow Solano outreach activities each Fiscal Year (e.g. attending outreach fairs, presenting to community groups, etc.)
- ii. Provide Help Me Grow Solano with up to date information for the services provided by your agency
- iii. Provide referrals to Help Me Grow Solano when needed services are not provided by your agency
- iv. Receive referrals from Help Me Grow Solano.

B. Participate in up to 4 grantee meetings/trainings annually.

12. WAIVER OF SUBROGATION

County and Contractor agree the County excludes the Waiver of Subrogation requirement in Exhibit C.

EXHIBIT D-1 - DRUG-FREE WORKPLACE CERTIFICATION

The contractor named hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The named contractor will:

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

CERTIFICATION

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

Solano County Office of Education
Contractor

6/13/24

Date

Becky Lentz

Officials Name (type or print)

Director, Internal Business Services
Title

94-6002197
Federal Tax I.D. Number

EXHIBIT D-2 - CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, health practitioner, animal control officer, employee of a child protective agency, or child visitation monitor 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 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.

For purposes of this section, "child care custodian" includes teachers; and instructional aide, a teacher's aide, or a teacher's assistant employed by any public or private school, who has been trained in the duties imposed by this article, if the school district has so warranted to the State Department of Education; a classified employee of any public school who has been trained in the duties imposed by this article, if the school has so warranted to the State Department of Education; administrative officers, supervisors of child welfare and attendance, or certified pupil personnel employees of any public or private school; administrators of a public or private day camp; administrators and employees of any public or private youth centers, youth recreation programs, or youth organizations; administrators and employees of public or private organizations whose duties require direct contact and supervision of children and who have been trained in the duties imposed by this article; licensees, administrators and employees of licensed community care or child day care facilities; head start teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; social workers, probation officers, or parole officers; employees of a school district police or security department; any person who is an administrator or a presenter of, or a counselor in, a child abuse prevention program in any public or private school; a district attorney investigator, inspector, or family support officer unless the investigator, inspector, or officer is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor; or a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of this code, who is not otherwise described in this section.

"Health practitioner" includes physicians and surgeons, psychiatrists, psychologists, dentist, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrist, or any other person who is licensed under **Division 2** (commencing with Section 500) of the Business and Professions Code; marriage, family, and child counselors; emergency medical technicians I or II, paramedics, or other persons certified pursuant to **Division 2.5** (commencing with Section 1797) of the **Health and Safety Code**; psychological assistants registered pursuant to Section 2913 of the **Business and Professions Code**; marriage, family, and child counselor trainees as defined in subdivision c of Section 4980.03 of the **Business and Professions Code**; unlicensed marriage, family and child counselor interns registered under Section 4980.44 of the **Business and Profession Code**; state or county public health employees who treat minors for venereal disease or any other condition; coroners; and paramedics.

"Child visitation monitor" means any person as defined in Section 11165.15.

I, the undersigned, have read the above and understand the provisions of Penal Code section 11166. I further understand that I am a mandated reporter subject to the requirements of Penal Code Section 11166 and will comply with its provisions.

Name Becky Lentz

Signature *Becky Lentz*

Title Director, Internal Business Services

Date 6/13/24

EXHIBIT D-3
FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION
TOBACCO/NICOTINE EDUCATION, PREVENTION, AND INVESTMENT POLICY

This policy covers the smoking or oral use of any tobacco or nicotine product including cigarettes, cigars, pipes, all forms of smokeless tobacco and any other smoking devices that use tobacco such as hookahs, or simulate the use of tobacco such as electronic cigarettes/nicotine devices or clove cigarettes.

The following constitutes the adopted Tobacco Policy that funded First 5 Solano programs/projects will follow. Funded Programs/Projects will:

1. Provide a tobacco and nicotine-free working environment for employees, visitors and clients and keep a safe and healthy environment for families and children.
2. Provide and/or arrange training and information to staff on the dangers of tobacco and nicotine products, smoking cessation, and the dangers of second-hand smoke (as needed).
3. Refuse tobacco and nicotine funding.
4. Divest themselves of tobacco and nicotine product investments.
5. Distribute and/or make available tobacco and nicotine cessation-related materials for participants in Commission funded programs.
6. A complete listing of tobacco and nicotine cessation resources can be found at www.tobaccofreesolano.org which is included as a link on the First 5 website.