County of Solano
Contract Review Worksheet

Contract Number:
(Dept., Division, FY, #)
Authority:
- ☐ Dept Head Execute
- ☐ CAO Execute
- ■ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: First 5 Solano/CAO
2. Date: 5/28/25
3. Contract Administrator: Gene Ibe
4. Phone Ext: 1334

5. Contract Attributes:
- ■ Expenditure ☐ Revenue
- ☐ Intergovernmental
- ■ Personal/Professional Svcs
- ☐ Purchase of Goods
- ☐ Lease
- ☐ Construction
- ☐ Other

☐ Original Bid/RFP Required? ■ YES ☐ NO
Sole Source Contract? ☐ YES ■ NO
Bid/RFP No: 2025-02
Date 1/24/25
Please attach copy of Bid/RFP or justification.

☐ Amendment/Change Order
Amendment/Change Order Number
Contract No: 2025-701
Date:
Please attach copies of original/amendments

6. Description of Contract:
Operator of Vallejo First 5 Center

7. Name of Contractor:
Bay Area Community Resources
8. EIN SSN

9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ■ NO
If yes: Name of Public Pension Plan: Date of Retirement:

10. Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ■ NO
If yes, please describe relationship:
Does Contractor have a personal relationship with someone in another Department? ☐ YES ■ NO
If yes, please provide Department and describe relationship:

11. Has County contracted with Contractor previously during this fiscal year? ■ YES ☐ NO
Please list County department if other than the department listed on number 1 above.

12. Effective Date: Original Contract: 7/1/25
This amendment:

13. Termination Date: 6/30/28
By this amendment:

14. Contract Budget:
- Original Contract Amount: $ 2,023,000
- Total of Previous Amendments: $ 0
- Current Amendment: $ 0
- Total Amount of Contract $ 2,023,000

15. Payment Terms:
- ☐ Prepaid
- ■ Arrears
- ■ Monthly
- ☐ Quarterly
- ☐ Progress
- ☐ Other
- ☐ Fixed
- ■ Actual
- ☐ Estimate

16. Source of Funds:
- ☐ Fed/State Grant
- ☐ Fed/State Funding
- ☐ County

Specify: Prop 10, MHSA, Yocha Dehe
_ Fed Catalog No:
State Legislation: ☐ AB ☐ SB

17. Fund: 153 Budget Unit: 1533 Sub-object: 3016

18. Current Appropriation Sufficient? ■ YES ☐ NO

19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/24/25

20. Remarks

21. Signature Route:

Gene Ibe
Email gmibe@solanocounty.gov
Department Contract Administrator: Gene Ibe

Contractor Signatory Name (Informational only): David Gallagher
Email: dgallagher@bacr.org

Michele Harris
Michele Harris (Jun 2, 2025 15:00 PDT)
Email mdharris@solanocounty.gov
Department Head or Designee: Michele Harris

Kelly Welsh (Jun 3, 2025 17:15 PDT)
Email kawelsh@solanocounty.gov
County Counsel Reviewer: Kelly Welsh

Email
HR Analyst (for Contract Employees) **or** Risk Management (for insurance changes)

Megan Richards
Email merichards@solanocounty.gov
CAO Analyst: Megan Richards

William Emlen (Jun 26, 2025 14:21 PDT)
Email wfemlen@solanocounty.gov
Authorizing Signature (CAO/DH): Bill Emlen

Rev 02/10/2021

County of Solano
Standard Contract
Project: Vallejo First 5 Center Operator

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)
2025-701; FY2025/26-FY2027/28
BUDGET ACCOUNT:
1533
SUBOBJECT ACCOUNT:
3016

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

Bay Area Community Resources	501(c)3
CONTRACTOR'S NAME	FORM OF BUSINESS (e.g., Limited Liability Corporation)

2. The Term of this Contract is:
July 1 , 2025 - June 30, 2028

3. The maximum amount of this Contract is:
$ 2,023,000 (Up to $741,000 for 7/1/25-6/30/26; Up to $641,000 for 7/1/26-6/30/27; Up to 641,000 for 7/1/27-6/30/28)

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 May 28, 20 25.

CONTRACTOR	COUNTY OF SOLANO
Bay Area Community Resources CONTRACTOR'S NAME	William Emlen (Jun 26, 2025 14:21 PDT) AUTHORIZED SIGNATURE
David P Gallagher David P Gallagher (May 30, 2025 14:06 PDT) SIGNATURE	County Administrator TITLE
David Gallagher, Chief Program Officer PRINTED NAME AND TITLE	3375 Sonoma Blvd., Ste. 30 ADDRESS
11175 San Pablo Avenue ADDRESS	Vallejo / CA / 94590 CITY / STATE / ZIP CODE
El Cerrito / CA / 94530 CITY / STATE / ZIP CODE	Approved as to Content: Michele Harris Michele Harris (Jun 2, 2025 15:00 PDT) DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: Kelly Welsh (Jun 3, 2025 17:15 PDT) COUNTY COUNSEL

Rev. 3/8/2023

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACT DESCRIPTION:

Contractor will operate the First 5 Center (F5C) in Vallejo. The F5C will be a safe and welcoming hub serving families with young children ages 0 to 5. The F5C will provide opportunities for children and parents to learn and grow together through activities that build on families' strengths and honor their diverse beliefs, values and customs. Leadership and volunteer opportunities will include a role for families in decision making that influences F5C program design, implementation of services, advocacy and civic engagement.

The F5C will serve the community as an early childhood resource by lending its expertise and support of early childhood community initiatives, collaborations, partnerships, advocacy efforts, events, celebrations, and/or special projects. The goals of the F5C are to:

- Increase parents' knowledge, skills and opportunities to meet the needs of their young children as they grow and develop;
- Support children's optimal health, development and learning;
- Support and promote positive parenting practices that strengthen parent-child relationships;
- Help parents facilitate their child's learning and readiness for school;
- Connect parents to needed community resources;
- Build community and expand families' social networks of support;
- Prepare parents to be advocates for children, and
- Promote civic engagement.

CONTRACTOR RESPONSIBILITIES:

Contractor shall deliver parent-child programs and activities at the F5C for families with children ages 0-5 years old. Additionally, with dedicated one-time funding from Yocha Dehe Wintun Nation, Contractor will oversee various F5C improvement projects and programs in FY2025/26 which will enhance activities in the Center and create a safe and inviting space for children and their families.

Contractor shall be responsible for the activities that are outlined in Exhibit A-1, Scope of Work.

COUNTY (FIRST 5 SOLANO) RESPONSIBILITIES:

1. Provide access to and training for the Apricot database to collect contract performance information and invoicing.
2. Provide information to the First 5 Solano Children and Families Commission on the performance of the Contractor under this contract.

EXHIBIT A-1
SCOPE OF WORK (FY2025/26)

	Activity	SERVICE COUNTS	OUTCOME
1. Universal Child Development Screenings	Provide Ages and Stages Questionnaires (ASQ) and Ages and Stages- Social Emotional Questionnaires (ASQ-SE2), and the Modified Checklist for Autism in Toddlers (M-CHAT, if appropriate) to new families at the time of registration. Ongoing invitations for screenings will happen through playgroups, workshops, open play, sessions, and referrals. A developmental screening facilitator will provide developmental information and guidance to families of children who are moderate risk to encourage typical development. The developmental screening facilitator will track children of moderate risk and offer follow-up screenings at the next screening interval.	A total of 200 screening sessions will be completed. Screening sessions may use the ASQ, ASQ-SE, or M-CHAT, as appropriate. Screening sessions will be new unduplicated children or at the next recommended interval based on the risks and the screening tool.	100% of children who are screened "at risk" are referred for further follow up.
2. Universal Parental Screenings	Provide mental health and resource need screenings for caregivers to be implemented as indicated. Provide initial parenting survey to screen for post-partum depression, mental health, and substance use indications. Conduct additional screenings as appropriate to connect parents to services.	Every new family will be invited to complete assessments via an invitation letter attached to the registration form. A total of 600 screenings will be completed. 500 at registration and 100 completed by the CRS as supplemental screening.	90% of the primary caregivers will complete a short screening at time of registration. 100% of parents who screen "at risk" are offered additional screening and connected to appropriate services

	Activity	SERVICE COUNTS	OUTCOME
3. Parent/Child 6-Week Enrolled Classes	Provide a variety of 6-week long themed classes for parents/caregivers & children ages 0-5 years to participate together. Class structure will include open ended play, story time, music and opportunities for social emotional skills building while receiving exposure to subjects including art, math, science, sign language, gardening, friendship, diversity, self-identity, early cooking & physical activity, problem solving, recycling, health and wellness, and ASQ-based, etc. Early literacy skills will be incorporated into the majority of the classes. Classes may be offered to a specific age group within children ages 0-5 (e.g. 2-3 year olds,3-5 year olds, etc.) or across the age spectrum of 0-5, ensuring that each session has classes available with age-appropriate curriculum for each age group. Other targeted classes that would benefit the child and family, but are meant for parents only to attend (such as smoking cessation) may be scheduled at the F5C for partner agencies to offer onsite. Such offerings should not reduce the regular programming of the F5C.	48 6-week classes over the year Enrollment per class: 12 Adults 12 Children	60% of parents will complete a post survey 90% of parents completing a post-survey will indicate a positive outcome associated with the class

	Activity	SERVICE COUNTS	OUTCOME
4. Parent/Child 6-Week Drop-In Classes	Provide a variety of themed drop-in classes for parents/caregivers & children ages 0-5 years to participate together. Classes will be scheduled for 6 consecutive weeks but offered on a drop-in basis to accommodate new families who are engaging midway through an enrolled session and families who need more flexibility in programming. Classes for the 6-weeks will follow a theme, but the curriculum will be designed for families to join at any time.	30 6-week sessions, 1 hour per week Average participation 8 Adults 8 Children	Surveys will be completed during week 3 and week 6 with participants during those weeks' sessions 90% of parents completing the surveys will report learning one new technique to implement that supports their child's development or other positive outcome related to the class topic.
5. Triple P Parent Education	**Level 2 Seminars**: Series of three "light-touch" parenting information workshops designed to give parents and caregivers useful approaches to try with their children and become confident in their parenting ability. Seminars consist of three topics each with 1.5 hours of instruction and discussion time.	10 seminars Minimum of 6 families per one-time seminar 1.5 hours of instruction/discussion per session	Session participants complete Parent Satisfaction Survey
	Level 3 Primary Care (or Brief Intervention): One-on-one sessions addressing minor behavior and skill development issues. Intervention consists of 3-4 sessions (15-30 minutes each) over a period of 4-6 weeks. Sessions are in-person, over the phone, or a combination of both.	24 families completing (one-on-one)	% of participants reporting an increase in knowledge of effective parenting upon completion of pre/post Parenting Experience Survey tool (7-item)

	Activity	SERVICE COUNTS	OUTCOME
	Level 4 Group: Group sessions and exercises to manage child behavior and high-risk situations. Eight-week intervention includes five (2 hour) group sessions plus three (15-30 minute) mandatory individual telephone consultations.	4 groups Minimum of 4 families per group; can accommodate up to 12 families	% of participants reporting an increase in knowledge of effective parenting upon completion of pre/post Parenting Scale tool (30-item) Completion of additional clinically appropriate parenting tool
6. Social Engagement & Peer Support	Playgroups will provide parents with tools to observe their child engaging with open-ended materials and other children and the opportunity to learn more about their child's behavior and development. Playgroups will have a developmental focus and incorporate developmental screenings when possible.	12 6-week sessions 1 hour playgroups Enrollment per Session: 8 Adults 8 Children	60% of parents will complete a post survey 90% of parents completing the surveys will indicate a new understanding of their child's abilities.
	Provide support group opportunities for parents and other affinity groups which may be provided by in-house staff or community partners. Topics would cover self-care, positive discipline and engagement with children.	6 6-week sessions Enrollment per Session: 10 Adults	60% of parents will complete a post survey

	Activity	SERVICE COUNTS	OUTCOME
	Provide monthly parent cafés for fathers, mothers, grandparents, and other affinity groups. Some parent cafes will target specific populations, others will be open to all participants. Experienced participants will train as facilitators and generate topics and conversation questions.	10 2-hour sessions 5-12 participants per session	90% of participants will show increased knowledge in parenting and child development, increased knowledge of support networks, and increased knowledge of strengths and protective factors, per post surveys.
7. Community Resource Information and Basic Needs Assistance	Community Resource Specialist (CRS) will conduct one-on-one consultations with participants to provide information, referrals and warm hand-off to MOU partners and others, eligibility assessment and application assistance.	Ongoing over the year 200 consultations	90% of participants will report that their informational or referral needs were met, per post survey.
	The CRS will meet with families in crisis and provide supports such as diapers, strollers, bus passes, clothes, food, etc. Limited funding (no more than 5% of the total available contract amount) may be utilized to support families that are in crisis, to meet their immediate basic needs.	Ongoing over the year. Number of participants determined by available budget. Connect to CRS	90% of participants requesting support will report that their basic needs were met, per post survey.

	Activity	SERVICE COUNTS	OUTCOME
8. Parent Leadership	Parent Advisory Council ("PAC") will provide input for the First 5 Commission ("F5C") on various community needs assessment topics. Will include meeting with local community leaders, organizers, and F5C staff to increase awareness of advocacy and civic engagement.	10 meetings/year Average of 10 PAC members per meeting	Parents will have opportunities to provide input into local needs and engage with community leaders. Provide narrative summary report regarding parent recommendations
9. Community Events/Socials & Community Outreach	Host special events, celebrations, festivals, and community gatherings at the F5C. Can be in collaboration with other community agencies, to be offered within and outside the F5C. Events will alternate between larger ones and smaller "socials".	8 events/socials year	Report total number of participants at each event/social. Provide narrative describing successes
	Participate in outreach activities, such as events hosted by various community partners (focusing on families with children 0-5 years old) to inform families of the F5C and its services. Include a specific focus on outreach to communities of color (e.g., Black/African American families, Asian American families, etc.)	6 community outreach events/year	Provide narrative describing successes

	Activity	SERVICE COUNTS	OUTCOME
10. Drop-in Program Availability	F5C staff person will oversee the play area, providing rotating open-ended play and art activities that allow child-led exploration, opportunities for parent/child engagement, and parent-to-parent connections.	4 days a week, there will be a curated activity available in the play area with staff oversight as needed. One hour minimum	N/A
11. Healthy Habit series	Host a curated series centered around wellness and healthy habits. This series will be offered in collaboration with VF5C's key partners, who will provide these additional services in-kind. One event will be held every 6-8 weeks, with each session focusing on building a specific habit. The thematic focus will be reinforced throughout each session through interactive activities and engaging discussions. Potential topics include mindfulness, nutrition, dental hygiene, emotional wellbeing, prenatal care, and caring communication. VF5C will lead some of the events, while potential partners such as Public Health, Solano County Mental Health, and WIC will host others.	6 events/year 12 participants minimum	Report total number of participants at each event 90% of participants will report increase in learning practical skills or tips for making healthier choices in their daily lives.

12. F5 Center Maintenance and Revitalization	A. Wall Repairs and Painting B. Install Window Coverings	N/A	Completion by June 2026	Conduct thorough assessment of the Center's walls for damage; Perform necessary repairs (patching, sanding, etc.) and apply child-safe, eco-friendly paint; Replace or repair any damaged wall displays, as needed Research and select suitable window coverings (blinds, curtains, and/or vinyl) to enhance privacy and safety; Install vinyl partial window coverings; Install window coverings in designated areas of the Center, as appropriate
13. Distribution of Age-Appropriate books	Distribute age-appropriate books for Center children and families	900 age-appropriate books	Monthly purchase as needed, over 12-month time period	Purchase approximately 75 books per month for distribution and educational support
14. Nutrition class materials and Food Distribution events	Offer nutrition classes and organize healthy food distribution events	30 families attending Eat, Play, Grow nutrition classes 100 families total to be served at distribution events	6 Six-week nutrition class sessions over 12-month period; 2 food distribution events over 12-month time period	Purchase healthy food items (produce boxes) for Eat, Play, Grow class participants Purchase healthy food items to be distributed at events

15.Office/Administrative Supplies	Purchase office and administrative items to support Center programming	N/A	Monthly purchase as needed, over 12-month time period	Purchase items for administrative needs, including paper, writing materials, organization products
16. Community Baby Shower	Host community baby shower with expert vendors to host activities	A minimum of 30 families to participate in community baby shower	Completion by May 2026	Purchase event materials and participant incentives such as diapers/wipes, formula, swaddle blankets
17. Basic Needs and Services	Purchase basic needs supplies for families in need, including baby bundle items	N/A	Monthly purchase as needed, over 12-month time period	Purchase basic needs supplies such as formula, hygiene items, clothing, groceries and/or baby bundle including items such as strollers, car seats, pack-n-play bassinets
18. Program Supplies for classes	Purchase supplies for Center classes/programs	N/A	Monthly purchase as needed, over 12-month time period	Purchase and/or replenish items for class support, such as arts and crafts materials, gross motor skills toys, educational products
19. Professional development and Training	Provide staff training and development activities	A minimum of 2 staff development trainings	Quarterly training activities, over 12-month time period	Complete quarterly staff development training
20. Janitorial Deep Cleaning	Perform a janitorial deep cleaning of the Center	1 Deep cleaning of Center	Cleaning to be completed by June 2026;	Contract with appropriate vendor to provide a deep cleaning of the Center, including carpet cleaning, window washing, outdoor awning power wash, sanitization of storage spaces and playground, etc.

21. Subcontractors	Offer classes for families provided by vendors in the community	2 class sessions	Classes offered over 12-month time period	Contract with appropriate vendors to provide classes such as: “Amazing Athletes” (movement), “In Harmony” (music), “Children’s Art Studio” (art), “Kidpower” (social-emotional development)

EXHIBIT A-1
SCOPE OF WORK (FY2026/27)

	Activity	SERVICE COUNTS	OUTCOME
1. Universal Child Development Screenings	Provide Ages and Stages Questionnaires (ASQ) and Ages and Stages- Social Emotional Questionnaires (ASQ-SE2), and the Modified Checklist for Autism in Toddlers (M-CHAT, if appropriate) to new families at the time of registration. Ongoing invitations for screenings will happen through playgroups, workshops, open play, sessions, and referrals. A developmental screening facilitator will provide developmental information and guidance to families of children who are moderate risk to encourage typical development. The developmental screening facilitator will track children of moderate risk and offer follow-up screenings at the next screening interval.	A total of 200 screening sessions will be completed. Screening sessions may use the ASQ, ASQ-SE, or M-CHAT, as appropriate. Screening sessions will be new unduplicated children or at the next recommended interval based on the risks and the screening tool.	100% of children who are screened "at risk" are referred for further follow up.
2. Universal Parental Screenings	Provide mental health and resource need screenings for caregivers to be implemented as indicated. Provide initial parenting survey to screen for post-partum depression, mental health, and substance use indications. Conduct additional screenings as appropriate to connect parents to services.	Every new family will be invited to complete assessments via an invitation letter attached to the registration form. A total of 600 screenings will be completed. 500 at registration and 100 completed by the CRS as supplemental screening.	90% of the primary caregivers will complete a short screening at time of registration. 100% of parents who screen "at risk" are offered additional screening and connected to appropriate services

	Activity	SERVICE COUNTS	OUTCOME
3. Parent/Child 6-Week Enrolled Classes	Provide a variety of 6-week long themed classes for parents/caregivers & children ages 0-5 years to participate together. Class structure will include open ended play, story time, music and opportunities for social emotional skills building while receiving exposure to subjects including art, math, science, sign language, gardening, friendship, diversity, self-identity, early cooking & physical activity, problem solving, recycling, health and wellness, and ASQ-based, etc. Early literacy skills will be incorporated into the majority of the classes. Classes may be offered to a specific age group within children ages 0-5 (e.g. 2-3 year olds,3-5 year olds, etc.) or across the age spectrum of 0-5, ensuring that each session has classes available with age-appropriate curriculum for each age group. Other targeted classes that would benefit the child and family, but are meant for parents only to attend (such as smoking cessation) may be scheduled at the F5C for partner agencies to offer onsite. Such offerings should not reduce the regular programming of the F5C.	48 6-week classes over the year Enrollment per class: 12 Adults 12 Children	60% of parents will complete a post survey 90% of parents completing a post-survey will indicate a positive outcome associated with the class

	Activity	SERVICE COUNTS	OUTCOME
4. Parent/Child 6-Week Drop-In Classes	Provide a variety of themed drop-in classes for parents/caregivers & children ages 0-5 years to participate together. Classes will be scheduled for 6 consecutive weeks but offered on a drop-in basis to accommodate new families who are engaging midway through an enrolled session and families who need more flexibility in programming. Classes for the 6-weeks will follow a theme, but the curriculum will be designed for families to join at any time.	30 6-week sessions, 1 hour per week Average participation 8 Adults 8 Children	Surveys will be completed during week 3 and week 6 with participants during those weeks' sessions 90% of parents completing the surveys will report learning one new technique to implement that supports their child's development or other positive outcome related to the class topic.
5. Triple P Parent Education	**Level 2 Seminars**: Series of three "light-touch" parenting information workshops designed to give parents and caregivers useful approaches to try with their children and become confident in their parenting ability. Seminars consist of three topics each with 1.5 hours of instruction and discussion time.	10 seminars Minimum of 6 families per one-time seminar 1.5 hours of instruction/discussion per session	Session participants complete Parent Satisfaction Survey
	Level 3 Primary Care (or Brief Intervention): One-on-one sessions addressing minor behavior and skill development issues. Intervention consists of 3-4 sessions (15-30 minutes each) over a period of 4-6 weeks. Sessions are in-person, over the phone, or a combination of both.	24 families completing (one-on-one)	% of participants reporting an increase in knowledge of effective parenting upon completion of pre/post Parenting Experience Survey tool (7-item)

	Activity	SERVICE COUNTS	OUTCOME
	Level 4 Group: Group sessions and exercises to manage child behavior and high-risk situations. Eight-week intervention includes five (2 hour) group sessions plus three (15-30 minute) mandatory individual telephone consultations.	4 groups Minimum of 4 families per group; can accommodate up to 12 families	% of participants reporting an increase in knowledge of effective parenting upon completion of pre/post Parenting Scale tool (30-item) Completion of additional clinically appropriate parenting tool
6. Social Engagement & Peer Support	Playgroups will provide parents with tools to observe their child engaging with open-ended materials and other children and the opportunity to learn more about their child's behavior and development. Playgroups will have a developmental focus and incorporate developmental screenings when possible.	12 6-week sessions 1 hour playgroups Enrollment per Session: 8 Adults 8 Children	60% of parents will complete a post survey 90% of parents completing the surveys will indicate a new understanding of their child's abilities.
	Provide support group opportunities for parents and other affinity groups which may be provided by in-house staff or community partners. Topics would cover self-care, positive discipline and engagement with children.	6 6-week sessions Enrollment per Session: 10 Adults	60% of parents will complete a post survey

	Activity	SERVICE COUNTS	OUTCOME
	Provide monthly parent cafés for fathers, mothers, grandparents, and other affinity groups. Some parent cafes will target specific populations, others will be open to all participants. Experienced participants will train as facilitators and generate topics and conversation questions.	10 2-hour sessions 5-12 participants per session	90% of participants will show increased knowledge in parenting and child development, increased knowledge of support networks, and increased knowledge of strengths and protective factors, per post surveys.
7. Community Resource Information and Basic Needs Assistance	Community Resource Specialist (CRS) will conduct one-on-one consultations with participants to provide information, referrals and warm hand-off to MOU partners and others, eligibility assessment and application assistance.	Ongoing over the year 200 consultations	90% of participants will report that their informational or referral needs were met, per post survey.
	The CRS will meet with families in crisis and provide supports such as diapers, strollers, bus passes, clothes, food, etc. Limited funding (no more than 5% of the total available contract amount) may be utilized to support families that are in crisis, to meet their immediate basic needs.	Ongoing over the year. Number of participants determined by available budget. Connect to CRS	90% of participants requesting support will report that their basic needs were met, per post survey.

	Activity	SERVICE COUNTS	OUTCOME
8. Parent Leadership	Parent Advisory Council ("PAC") will provide input for the First 5 Commission ("F5C") on various community needs assessment topics. Will include meeting with local community leaders, organizers, and F5C staff to increase awareness of advocacy and civic engagement.	10 meetings/year Average of 10 PAC members per meeting	Parents will have opportunities to provide input into local needs and engage with community leaders. Provide narrative summary report regarding parent recommendations
9. Community Events/Socials & Community Outreach	Host special events, celebrations, festivals, and community gatherings at the F5C. Can be in collaboration with other community agencies, to be offered within and outside the F5C. Events will alternate between larger ones and smaller "socials".	8 events/socials year	Report total number of participants at each event/social. Provide narrative describing successes
	Participate in outreach activities, such as events hosted by various community partners (focusing on families with children 0-5 years old) to inform families of the F5C and its services. Include a specific focus on outreach to communities of color (e.g., Black/African American families, Asian American families, etc.)	6 community outreach events/year	Provide narrative describing successes

	Activity	SERVICE COUNTS	OUTCOME
10. Drop-in Program Availability	F5C staff person will oversee the play area, providing rotating open-ended play and art activities that allow child-led exploration, opportunities for parent/child engagement, and parent-to-parent connections.	4 days a week, there will be a curated activity available in the play area with staff oversight as needed. One hour minimum	N/A
11. Healthy Habit series	Host a curated series centered around wellness and healthy habits. This series will be offered in collaboration with VF5C's key partners, who will provide these additional services in-kind. One event will be held every 6-8 weeks, with each session focusing on building a specific habit. The thematic focus will be reinforced throughout each session through interactive activities and engaging discussions. Potential topics include mindfulness, nutrition, dental hygiene, emotional wellbeing, prenatal care, and caring communication. VF5C will lead some of the events, while potential partners such as Public Health, Solano County Mental Health, and WIC will host others.	6 events/year 12 participants minimum	Report total number of participants at each event 90% of participants will report increase in learning practical skills or tips for making healthier choices in their daily lives.

EXHIBIT A-1
SCOPE OF WORK (FY2027/28)

	Activity	SERVICE COUNTS	OUTCOME
1. Universal Child Development Screenings	Provide Ages and Stages Questionnaires (ASQ) and Ages and Stages- Social Emotional Questionnaires (ASQ-SE2), and the Modified Checklist for Autism in Toddlers (M-CHAT, if appropriate) to new families at the time of registration. Ongoing invitations for screenings will happen through playgroups, workshops, open play, sessions, and referrals. A developmental screening facilitator will provide developmental information and guidance to families of children who are moderate risk to encourage typical development. The developmental screening facilitator will track children of moderate risk and offer follow-up screenings at the next screening interval.	A total of 200 screening sessions will be completed. Screening sessions may use the ASQ, ASQ-SE, or M-CHAT, as appropriate. Screening sessions will be new unduplicated children or at the next recommended interval based on the risks and the screening tool.	100% of children who are screened "at risk" are referred for further follow up.
2. Universal Parental Screenings	Provide mental health and resource need screenings for caregivers to be implemented as indicated. Provide initial parenting survey to screen for post-partum depression, mental health, and substance use indications. Conduct additional screenings as appropriate to connect parents to services.	Every new family will be invited to complete assessments via an invitation letter attached to the registration form. A total of 600 screenings will be completed. 500 at registration and 100 completed by the CRS as supplemental screening.	90% of the primary caregivers will complete a short screening at time of registration. 100% of parents who screen "at risk" are offered additional screening and connected to appropriate services

	Activity	SERVICE COUNTS	OUTCOME
3. Parent/Child 6-Week Enrolled Classes	Provide a variety of 6-week long themed classes for parents/caregivers & children ages 0-5 years to participate together. Class structure will include open ended play, story time, music and opportunities for social emotional skills building while receiving exposure to subjects including art, math, science, sign language, gardening, friendship, diversity, self-identity, early cooking & physical activity, problem solving, recycling, health and wellness, and ASQ-based, etc. Early literacy skills will be incorporated into the majority of the classes. Classes may be offered to a specific age group within children ages 0-5 (e.g. 2-3 year olds,3-5 year olds, etc.) or across the age spectrum of 0-5, ensuring that each session has classes available with age-appropriate curriculum for each age group. Other targeted classes that would benefit the child and family, but are meant for parents only to attend (such as smoking cessation) may be scheduled at the F5C for partner agencies to offer onsite. Such offerings should not reduce the regular programming of the F5C.	48 6-week classes over the year Enrollment per class: 12 Adults 12 Children	60% of parents will complete a post survey 90% of parents completing a post-survey will indicate a positive outcome associated with the class

	Activity	SERVICE COUNTS	OUTCOME
4. Parent/Child 6-Week Drop-In Classes	Provide a variety of themed drop-in classes for parents/caregivers & children ages 0-5 years to participate together. Classes will be scheduled for 6 consecutive weeks but offered on a drop-in basis to accommodate new families who are engaging midway through an enrolled session and families who need more flexibility in programming. Classes for the 6-weeks will follow a theme, but the curriculum will be designed for families to join at any time.	30 6-week sessions, 1 hour per week Average participation 8 Adults 8 Children	Surveys will be completed during week 3 and week 6 with participants during those weeks' sessions 90% of parents completing the surveys will report learning one new technique to implement that supports their child's development or other positive outcome related to the class topic.
5. Triple P Parent Education	**Level 2 Seminars**: Series of three "light-touch" parenting information workshops designed to give parents and caregivers useful approaches to try with their children and become confident in their parenting ability. Seminars consist of three topics each with 1.5 hours of instruction and discussion time.	10 seminars Minimum of 6 families per one-time seminar 1.5 hours of instruction/discussion per session	Session participants complete Parent Satisfaction Survey
	Level 3 Primary Care (or Brief Intervention): One-on-one sessions addressing minor behavior and skill development issues. Intervention consists of 3-4 sessions (15-30 minutes each) over a period of 4-6 weeks. Sessions are in-person, over the phone, or a combination of both.	24 families completing (one-on-one)	% of participants reporting an increase in knowledge of effective parenting upon completion of pre/post Parenting Experience Survey tool (7-item)

	Activity	SERVICE COUNTS	OUTCOME
	Level 4 Group: Group sessions and exercises to manage child behavior and high-risk situations. Eight-week intervention includes five (2 hour) group sessions plus three (15-30 minute) mandatory individual telephone consultations.	4 groups Minimum of 4 families per group; can accommodate up to 12 families	% of participants reporting an increase in knowledge of effective parenting upon completion of pre/post Parenting Scale tool (30-item) Completion of additional clinically appropriate parenting tool
6. Social Engagement & Peer Support	Playgroups will provide parents with tools to observe their child engaging with open-ended materials and other children and the opportunity to learn more about their child's behavior and development. Playgroups will have a developmental focus and incorporate developmental screenings when possible.	12 6-week sessions 1 hour playgroups Enrollment per Session: 8 Adults 8 Children	60% of parents will complete a post survey 90% of parents completing the surveys will indicate a new understanding of their child's abilities.
	Provide support group opportunities for parents and other affinity groups which may be provided by in-house staff or community partners. Topics would cover self-care, positive discipline and engagement with children.	6 6-week sessions Enrollment per Session: 10 Adults	60% of parents will complete a post survey

	Activity	SERVICE COUNTS	OUTCOME
	Provide monthly parent cafés for fathers, mothers, grandparents, and other affinity groups. Some parent cafes will target specific populations, others will be open to all participants. Experienced participants will train as facilitators and generate topics and conversation questions.	10 2-hour sessions 5-12 participants per session	90% of participants will show increased knowledge in parenting and child development, increased knowledge of support networks, and increased knowledge of strengths and protective factors, per post surveys.
7. Community Resource Information and Basic Needs Assistance	Community Resource Specialist (CRS) will conduct one-on-one consultations with participants to provide information, referrals and warm hand-off to MOU partners and others, eligibility assessment and application assistance.	Ongoing over the year 200 consultations	90% of participants will report that their informational or referral needs were met, per post survey.
	The CRS will meet with families in crisis and provide supports such as diapers, strollers, bus passes, clothes, food, etc. Limited funding (no more than 5% of the total available contract amount) may be utilized to support families that are in crisis, to meet their immediate basic needs.	Ongoing over the year. Number of participants determined by available budget. Connect to CRS	90% of participants requesting support will report that their basic needs were met, per post survey.

	Activity	SERVICE COUNTS	OUTCOME
8. Parent Leadership	Parent Advisory Council ("PAC") will provide input for the First 5 Commission ("F5C") on various community needs assessment topics. Will include meeting with local community leaders, organizers, and F5C staff to increase awareness of advocacy and civic engagement.	10 meetings/year Average of 10 PAC members per meeting	Parents will have opportunities to provide input into local needs and engage with community leaders. Provide narrative summary report regarding parent recommendations
9. Community Events/Socials & Community Outreach	Host special events, celebrations, festivals, and community gatherings at the F5C. Can be in collaboration with other community agencies, to be offered within and outside the F5C. Events will alternate between larger ones and smaller "socials".	8 events/socials year	Report total number of participants at each event/social. Provide narrative describing successes
	Participate in outreach activities, such as events hosted by various community partners (focusing on families with children 0-5 years old) to inform families of the F5C and its services. Include a specific focus on outreach to communities of color (e.g., Black/African American families, Asian American families, etc.)	6 community outreach events/year	Provide narrative describing successes

	Activity	SERVICE COUNTS	OUTCOME
10. Drop-in Program Availability	F5C staff person will oversee the play area, providing rotating open-ended play and art activities that allow child-led exploration, opportunities for parent/child engagement, and parent-to-parent connections.	4 days a week, there will be a curated activity available in the play area with staff oversight as needed. One hour minimum	N/A
11. Healthy Habit series	Host a curated series centered around wellness and healthy habits. This series will be offered in collaboration with VF5C's key partners, who will provide these additional services in-kind. One event will be held every 6-8 weeks, with each session focusing on building a specific habit. The thematic focus will be reinforced throughout each session through interactive activities and engaging discussions. Potential topics include mindfulness, nutrition, dental hygiene, emotional wellbeing, prenatal care, and caring communication. VF5C will lead some of the events, while potential partners such as Public Health, Solano County Mental Health, and WIC will host others.	6 events/year 12 participants minimum	Report total number of participants at each event 90% of participants will report increase in learning practical skills or tips for making healthier choices in their daily lives.

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 (FY2025/26)

Line Item	FTE	First 5 Solano	Yocha Dehe	Total
Personnel				
Center Director	1.0	$93,000		$93,000
Assistant Center Director/CRS	1.0	$70,720		$70,720
ECE Educators	2.3	$119,600		$119,600
ECE Program Assistant	0.9	$41,184		$41,184
Program Administrator	1	$49,920		$49,920
Early Intervention Screening Facilitator	1.0	$56,160		$56,160
Benefits	25%	$107,646		$107,146
Subtotal Personnel		$538,230		$538,230
Operating Expenses				
Rent/Utilities - Janitorial		$21,900		$21,900
Travel/Training		$0	$3,000	$3,000
IT/Phone (Telephone/Internet)		$2,400	$0	$2,400
Office Supplies		$770	$3,000	$3,770
Client Support			$25,000	$25,000
Program Supplies		6,422	$24,000	$30,422
Center Maintenance		$0	$20,000	$20,000
Other (Printing)		$2,600	$1,000	$3,600
Subtotal Operating Expenses		$34,092	$76,000	110,092
Subcontractors				
Subcontractor 1		$0	$9,000	$9,000
Subtotal Subcontractors		$0	$9,000	$9,000
Indirect/Administration	12%	$68,678	$15,000	$83,678
Subtotal Indirect/Administration		$68,678	$15,000	$83,678
Grand Total Expenses		$641,000	$100,000	$741,000

EXHIBIT B-1
CONTRACTOR BUDGET (FY2026/27)

Line Item	FTE	First 5 Solano	Other Sources	Total
Personnel				
Center Director	1.0	$93,000		
Assistant Center Director/CRS	1.0	$70,720		
ECE Educators	2.3	$119,600		
ECE Program Assistant	0.9	$41,184		
Program Administrator	1.0	$49,920		
Early Intervention Screening Facilitator	1.0	$56,160		
Benefits	25%	$107,646		
Subtotal Personnel		$538,230		
Operating Expenses				
Rent/Utilities - Janitorial		$21,900		
Travel/Training		$0		
IT/Phone (Telephone/Internet)		$2,400		
Office Supplies		$1,000		
Client Support				
Program Supplies		6,302		
Center Maintenance (Janitor)		$0		
Other (Printing)		$2,490		
Subtotal Operating Expenses		$34,092		
Indirect/Administration	12%	$68,678		
Subtotal Indirect/Administration		$68,678		
Grand Total Expenses		$641,000		

EXHIBIT B-1
CONTRACTOR BUDGET (FY2027/28)

Line Item	FTE	First 5 Solano	Other Sources	Total
Personnel				
Center Director	1.0	$93,000		
Assistant Center Director/CRS	1.0	$70,720		
ECE Educators	2.3	$119,600		
ECE Program Assistant	0.9	$41,184		
Program Administrator	1.0	$49,920		
Early Intervention Screening Facilitator	1.0	$56,160		
Benefits	25%	$107,646		
Subtotal Personnel		$538,230		
Operating Expenses				
Rent/Utilities - Janitorial		$21,900		
Travel/Training		$0		
IT/Phone (Telephone/Internet)		$2,400		
Office Supplies		$1,000		
Client Support				
Program Supplies		6,302		
Center Maintenance (Janitor)		$0		
Other (Printing)		$2,490		
Subtotal Operating Expenses		$34,092		
Indirect/Administration	11%	$68,678		
Subtotal Indirect/Administration		$68,678		
Grand Total Expenses		$641,000		

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 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 of, loss of, or destruction of electronic data and/or information property of the County

that will be in the care, custody or control of Contractor under this Contract.

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

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

F. Deductibles and Self-Insured Retentions

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

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

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

G. Other Insurance Provisions

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

from personal responsibility under this clause.

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of 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 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. ADULT ABUSE

Contractor shall execute the form attached as Exhibit D-3.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit D-4.

11. TOBACCO POLICY

Contractor agrees to abide by written policies provided by County as Exhibit D-5 relating to tobacco use and acceptance of funds from the tobacco industry.

12. 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.

13. 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.

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.

David P Gallagher
David P Gallagher (May 30, 2025 14:06 PDT)

Contractor

05/30/2025
Date

David P Gallagher
Officials Name (type or print)

Chief Program Officer
Title

94-2346815
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 of 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 or 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 David P Gallagher

Signature David P Gallagher
David P Gallagher (May 30, 2025 14:06 PDT)

Title Chief Program Officer

Date 05/30/2025

EXHIBIT D-3 - ADULT ABUSE REPORTING REQUIREMENTS

Section 15630 of the Welfare and Institutions Code requires that any elder or dependent adult care custodian, health practitioner or employee or a county adult protective services agency or a local law enforcement agency who in his or her professional capacity, or within the scope of his or her employment, has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse or neglect or is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation and financial abuse or neglect, or reasonably suspects abuse shall report the known or suspected abuse by telephone immediately or as soon as practically possible, and by written report sent within two working days to a local law enforcement agency or to adult protective services agency or other agency as directed by statute.

Under the definition of "care custodian" set forth in Section 15610.17 of the Welfare and Institutions Code, every employee and volunteer of contractor is a mandated reporter subject to the provisions of Section 15630.

I certify that I have received and read a copy of Welfare and Institutions Code Section 15630. I understand the reporting requirements set for in Section 15630 and will comply with its provisions. I certify that I have been provided with the number of Adult Protective Services for reporting elder abuse in Solano County.

Name David P Gallagher

Signature David P Gallagher
David P Gallagher (May 30, 2025 14:06 PDT)

Title Chief Program Officer

Date 05/30/2025

EXHIBIT D-4
SOLANO COUNTY
HIPAA BUSINESS ASSOCIATE AGREEMENT

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

A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.

C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

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

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].

2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.

3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.

5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.

6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.

7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.

8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.

11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.

13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.

14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.

15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].

16. **Required By Law means the same as defined** in 45 CFR § 164.103.

17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.

18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

19. **Security Event** means an immediately reportable subset of security incidents which incident would include:

a. A suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;

b. Any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged,

modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;

c. A breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,

d. The unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

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

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.

3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

III. USES AND DISCLOSURES

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

1. Contractor may use Protected Health Information:

a. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Contract and this Agreement.

b. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;

c. As required by law.

d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.

3. Contractor shall not disclose Protect Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.

4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.

5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

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

V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].

2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information

by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.

3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].

2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.

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

3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.

4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

VIII. AMENDMENTOF PROTECTED HEALTH INFORMATION

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

IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.

2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

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

X. GOVERNMENTAL ACCESS TO RECORDS

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

XI. CERTIFICATION

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

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.

2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and Riskdepartment@solanocounty.com or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protect Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.

3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.

4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.

5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.

6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Projected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.

2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.

3. `Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.

4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.

5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

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

David P Gallagher
David P Gallagher (May 30, 2025 14:06 PDT)

05/30/2025

Contractor or Grant Recipient Signature — Date

David P Gallagher

Official's Name (type or print)

Chief Program Officer — 94-2346815

Title — Federal Tax ID Number

EXHIBIT D-5
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.