

AGREEMENT

This AGREEMENT made and entered into this 3rd day of June 2025, by and between COUNTY OF SAN JOAQUIN (hereinafter "COUNTY"), a political subdivision of the State of California, acting through the **First 5 San Joaquin Children and Families Commission** (hereinafter "COMMISSION"), and Tracy Unified School District (hereinafter "CONTRACTOR") whose principal place of business is at 1875 W. Lowell Dr., Stockton, CA 95376.

RECITALS

1. The COMMISSION has reviewed and recommended that COUNTY enter into an Agreement with CONTRACTOR as set forth below.
2. CONTRACTOR proposes to conduct **Family Engagement Initiative**, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter described as the "Program", and
3. COUNTY and CONTRACTOR are desirous of entering into an Agreement to memorialize the rights, duties, and obligations of each toward the other in connection with the services that CONTRACTOR will provide.

NOW THEREFORE, in consideration of the charges, fees, mutual covenants and conditions contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. TERMS OF THE AGREEMENT

The term of this Agreement is from **July 1, 2025** to **June 30, 2026**. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

This Contract is in accordance with Title XIX and Title XX of the Social Security Act; California State Welfare and Institutions Code, Sections 12300 et seq., California State Department of Social Services (CDSS) Manual of Policy and Procedures (MPP), Divisions 10, 19, 21, 22, 23, 25, 30, and 46, et seq., Office of Management and Budget (OMB) Circulars. CONTRACTOR shall comply with all applicable provisions of these regulations as specified in this Contract.

2. SCOPE OF WORK

The services to be performed by CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of Work, set forth in Exhibit "A", attached hereto and incorporated herein. In cases of ambiguity, the COMMISSION's Executive Director may interpret the Scope of Work by using CONTRACTOR's proposal and

letters of clarification, copies of which documents are on file in the COMMISSION's Executive Director's office.

3. **FISCAL PROVISIONS**

- A. COUNTY shall pay CONTRACTOR an amount not to exceed **\$102,933**.
- B. The basis for this Agreement shall be cost reimbursement. CONTRACTOR shall submit an Itemized Budget Expenditure Report (IBER) with supporting backup documentation on a monthly or quarterly basis, at the direction of the COMMISSION's Executive Director. Payment shall not exceed CONTRACTOR's actual costs. The payment of the cost of services shall be adjusted to actual cost or maximum Agreement, whichever is less, at the end of Agreement period. Payment shall be made in accordance with the Program Budget marked Exhibit "B" and attached hereto. All payments are contingent upon the availability of state and federal funding.
- C. CONTRACTOR, with the prior written approval of the COMMISSION's Executive Director, may make line-item changes to the budget, as long as such changes do not change the total funding in the Agreement.

4. **INDEPENDENT CONTRACTOR**

In the performance of work duties and obligations imposed by this Agreement, CONTRACTOR is at all times acting as an independent CONTRACTOR and not as an employee of COUNTY. The sole interest of COUNTY is to assure that CONTRACTOR's services are rendered in a competent and efficient manner in order to maintain the high standards of COUNTY. CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. A copy of the CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to the COUNTY. CONTRACTOR acknowledges the fact that it is an independent CONTRACTOR and is in no way to be construed as an employee of COUNTY nor are any of the persons employed by CONTRACTOR to be so construed.

5. **STANDARD OF PERFORMANCE**

CONTRACTOR shall perform CONTRACTOR's work in strict accordance with approved methods and standards of practice in CONTRACTOR's professional specialty. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

6. **CONTRACTOR RESPONSIBILITIES**

- A. **Evaluation Plan** CONTRACTOR shall be required to develop and/or revise the Project's Evaluation Plan in conjunction with the COUNTY's evaluation consultant.
- B. **Data Input** CONTRACTOR shall be required to participate in pertinent training and input data into an Internet based or other data collection system as required by the COUNTY.
- C. **Reporting** CONTRACTOR shall submit monthly, quarterly and annual reports related to evaluation as required by the COUNTY.
- D. **Access** CONTRACTOR shall provide access to COUNTY staff and consultants to programmatic and client records. CONTRACTOR shall not refuse access to the records on the basis of confidentiality. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.
- E. **Fees** CONTRACTOR shall not impose or collect from participants any fees for services rendered pursuant to this Agreement.
- F. **Compliance** CONTRACTOR shall comply with COMMISSION policies and procedures.

7. **NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

The responsibilities of CONTRACTOR, shall include, but are not limited to, the provision described in "Nondiscrimination in State and Federally Assisted Programs," set forth in Exhibit "F", attached hereto and incorporated herein.

In addition, CONTRACTOR shall ensure that all staff with public contact shall be provided with Civil Rights training at hire/orientation and at a minimum of every two years.

8. **GENERAL PROVISIONS**

- A. **Modifications or Amendments** This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.
- B. **Compliance with Applicable Statutes, Ordinances and Regulations** CONTRACTOR shall comply with the applicable Federal, State, County and local laws in performance of work under this Agreement. Specifically, CONTRACTOR must:
 - i. Certify that it is a non-discrimination employer pursuant to Title 2, Chapter 5 to the California Code of Regulations.
 - ii. Comply with the minimum wage and maximum hours' provision of the Federal Fair Labor Standards Act.
 - iii. Assume all responsibility for complying with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, and Sub-part F.

- iv. Comply with all Federal, State, County and local laws, rules, and regulations applicable to its performance under this Agreement. If Federal, State, County or local laws, rules, regulations or guidelines touching upon this Agreement be adopted or revised during the term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action.
 - v. Comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.
 - vi. Comply with the "Certification Regarding Lobbying" set forth in Exhibit "C", attached hereto and incorporated herein.
 - vii. Certify that CONTRACTOR is not suspended, debarred or otherwise excluded from participation in federal assistance programs. CONTRACTOR acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement. If contractor claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other Agreement.
 - viii. Confirm the information as set forth in Exhibit "D".
- C. **Compliance with Immigration Law** CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the United States (U.S.) Dept. of Homeland Security, U.S. Citizenship and Immigration Service.
- D. **Drug Free Workplace** CONTRACTOR shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
- E. **Licenses and Permits** CONTRACTOR represents and warrants to COUNTY that CONTRACTOR has all licenses, permits, certificates, qualifications and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession and perform work under the Agreement.
- F. **Lobbying** CONTRACTOR shall comply with the "Additional Federal Grant Clauses; Attachment A – Byrd Anti-Lobbying Amendment" set forth in Exhibit "Z", attached hereto and incorporated herein.
- G. **Conflict of Interest**
- i. CONTRACTOR has read and is aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. CONTRACTOR certifies that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement which would

constitute violations of the foregoing sections of the Government Code. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof.

- ii. CONTRACTOR certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest, as statutorily defined, which either directly or indirectly arises from this Agreement.
- iii. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

H. **Nepotism** When relatives are in the same chain-of-command of management official or supervisor with authority to take personnel management actions, such persons may not select a relative for a position anywhere in the CONTRACTOR's organization under his or her jurisdiction or control. Such persons having the authority to appoint, employ, promote, or advance person or to recommend such action, may not advocate or recommend a relative for a position in the CONTRACTOR's organization.

- i. For purposes of this statement, relative is defined as a spouse, parents, children, siblings, aunts or uncles, in-laws or stepparents or stepsiblings.
- ii. Except by consent of COUNTY's Human Services Agency Director or designee, which consent shall not be unreasonably withheld for exceptional or unusual circumstances, no person shall be employed by CONTRACTOR who is in a direct chain-of-command or supervision with any relative, as defined above.

I. **Confidentiality** Contractor shall:

- i. Have a policy on confidentiality and will not publish, use or disclose any information concerning eligible individuals, applicants or recipients who receive service through this program for any purpose not connected with the administration of CONTRACTOR's or COUNTY's responsibilities under this project except with the informed written consent of the eligible individuals.
- ii. Not publish or disclose, or use or permit, or cause to be published any information pertaining to an applicant or recipient of program services.

J. **Non-Exclusive Rights** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.

K. **Assignment** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof, delegate its duties hereunder without the prior written consent of the other. Any

assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.

L. Termination

- i. **Cause** If a CONTRACTOR materially breaches the term of this Agreement, COUNTY shall have the following alternative remedies:
 - a. Terminate the Agreement with CONTRACTOR subject to any regulatory required notice of termination.
 - b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
 - c. All other remedies provided by law.
- ii. **For Convenience** Either party to this Agreement may for any reason terminate this Agreement at any time by giving to the other party thirty (30) days' written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- iii. **Disputes** CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute.

M. Governing Law and Venue The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. CONTRACTOR hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination. In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California. For any actions arising out of this Agreement, they shall be held in the County of San Joaquin, California.

N. Indemnification CONTRACTOR agrees that it shall indemnify, defend and hold harmless COUNTY, its agents, elected officials, officers, volunteers, authorized charges, damages, claims, liens, and cause of actions, of whatsoever kind or nature, including, but not limited to: reasonable attorney fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part through any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR arising from the operation of this Agreement, even

though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of COUNTY or any other person or persons, except those injuries or damages that are the result of willful acts or the sole negligence of COUNTY, its officers, agents or employees.

- i. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of the COUNTY, and any liability of COUNTY for private attorney general fee awards. It is further expressly understood and agreed that the duty to indemnify shall include, but not be limited to: any internal costs for staff time, investigation costs and expenses, and fee of County Counsel reasonably incurred as a result of any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, or any authority delegated to CONTRACTOR under this Agreement.
- ii. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or subcontractors.
- iii. CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

O. **Insurance Requirements** During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies that are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing duties under this Agreement:

- i. **Workers' Compensation** A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with one million dollars (\$1,000,000) limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- ii. **Comprehensive General Liability Insurance** The policy shall have limits for bodily injury or property damage including personal injury of two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.
- iii. **Automobile Liability** CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

- iv. **Additional Named Insured** All policies, except for Workers' Compensation, shall contain additional endorsements naming COUNTY and its officers, employees, agents, servants and volunteers as additional insured with respect to liabilities arising out of performance of services.
- v. **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY.
- vi. **Proof of Coverage** CONTRACTOR shall furnish certified copies of the policies and all endorsements to the COUNTY Purchasing Department evidencing the required insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to COUNTY. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with certified copies of the policies and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California. Certificates of insurance are to be mailed to:

**San Joaquin County
Purchasing and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, California 95202**

- vii. **Payment Withheld** If CONTRACTOR does not obtain the described insurance, or if COUNTY is not furnished at the time of specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to COUNTY, COUNTY may withhold payments to CONTRACTOR or terminate this Agreement.
 - viii. **Liability Insurance** Coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- P. **Entire Agreement** This document contains the entire Agreement between the parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.
- Q. **Severability** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

- R. **Enforcement of Remedies** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently or from time to time.
- S. **Modification and Waiver** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- T. **Exhibits to Contract** Additional provisions shall be attached hereto and incorporated herein as sequential exhibits and shall have the same force and effect as set forth in this Agreement.
- U. **Headings** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.
- V. **Force Majeure** Without affecting any right of termination as set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.
- W. **Audit** CONTRACTOR agrees that COUNTY or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain records pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of COUNTY to audit records and interview staff in any subcontract related to performance of this Agreement.
- i. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll time sheets. These records shall be preserved in accordance with recognized commercial accounting practices.
 - ii. CONTRACTOR shall permit COUNTY to examine and audit these records and all supporting records at all reasonable times. Audits shall be made no later than (a) five (5) calendar years after completion of services rendered or (b) five (5) calendar years after expiration date of this Agreement, whichever comes later.

- X. **Privacy and Security Requirements** CONTRACTOR shall comply with the “Privacy and Security Requirements” set forth in Exhibit “E”, attached hereto and incorporated herein.

CONTRACTOR: Tracy Unified School District
1875 W. Lowell Dr.
Tracy, CA 95376

COUNTY: County of San Joaquin
Children and Families Commission
102 S. San Joaquin Street
Stockton, CA 95202

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement, effective on the date and year first written above, to the terms and conditions set forth above, COUNTY and CONTRACTOR have placed their signatures below:

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By: _____
Chris Woods
Director, San Joaquin County Human Services Agency

CONTRACTOR, Tracy Unified School District

By: _____
Michael Bunch
Director of Continuous Improvement State & Federal Programs

APPROVED AS TO FORM, Office of County Counsel

By: _____
Rachael Allgaier
Deputy County Counsel

Exhibit A
Family Engagement Initiative
SCOPE OF WORK 2025-2026

Agency: Tracy Unified School District		
Initiative: Family Engagement Initiative		
Program Name: Building Literacy Together Family Engagement Initiative		
Description of Major Milestones	Method	Evaluation Methods
<p>1. Family Engagement Modules: Family Engagement Specialist (FES) will complete the Quality Counts California Family Engagement Modules.</p> <p>Type of Measurement: Completed Module Annual Target Quantity: 5</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>FES will complete the Quality Counts California Family Engagement Modules accessible online at: https://www.qualitycountsca.net/child-care-providers/family-engagement/family-engagement-toolkit/. The Modules include: Module 1 – The What, Why, and How of Family Engagement Module 2 – Build Strengths-Based Relationships Module 3 – Respect the Family’s Role in the Child’s Development Module 4 – Show Cultural Respect Module 5 – Take a Shared Approach to Family Engagement</p> <p>Completion of the Modules will occur within the first 90 days of hiring.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> Proof of completion
<p>2. Parent Engagement and Leadership Assessment Tool: Director of Continuous Improvement and School Readiness Program Administrator will complete the Parent Engagement and Leadership Assessment Tool (Comprehensive Version).</p> <p>Type of Measurement: Assessment Tool Annual Target Quantity: 1</p> <p>Start Date: July 1, 2025 Target Date: September 30, 2025</p>	<p>Director of Continuous Improvement and School Readiness Program Administrator will complete the Parent Engagement and Leadership Assessment (Comprehensive Version) to inform work supporting family engagement.</p> <p>Additional information can be found at: https://www.sjckids.org/Programs/Contractor-Resources</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> Completed assessment



Exhibit A
Family Engagement Initiative
SCOPE OF WORK 2025-2026

<p>3. Outreach and Recruitment: FES will conduct targeted outreach and recruitment.</p> <p>Type of Measurement: Outreach, enrollment, and retention activities/events Annual Target Quantity: 2</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>Outreach and recruitment efforts will be made to ensure equitable access to representatives of the targeted group.</p> <p>FES will:</p> <ul style="list-style-type: none"> • Participate in agency or community events with the purpose of recruiting and establishing a waitlist for the program. • Build and maintain relationships with FES in order to promote program referrals. <ul style="list-style-type: none"> ○ Posting flyers in the community. ○ Attending district events to promote our preschool program. ○ Working with other FES in our district to support families with information regarding the program. • Build and maintain a waitlist of potential clients • Update program information with 2-1-1 and the Community Resource Directory, as needed, at least once per program year to strengthen the referral system. <p>Other recruitment and relationship building efforts include, but are not limited to, the following places:</p> <ul style="list-style-type: none"> • Attending and participating in district FES meetings. 	<p>SUBMIT QUARTERLY:</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form <p>ON FILE:</p> <ul style="list-style-type: none"> • Referral logs and forms • Mailing lists • Sign-in lists • Virtual presentation participant numbers • Activity or event flyers • Applications (program specific) • Waitlist data entered and updated in Database at least monthly • Proof of update with 2-1-1 and Community Resource Directory
<p>4. Screening, Referrals, Linkages, and Service Coordination: FES and School Readiness Coordinator (SRC) will determine usage and access to community services and aid with linkages, referrals, support, and collaboration with programs, as needed, to all families served in F5SJ programs.</p> <p>Type of Measurement: Families Served Annual Target Quantity: 60</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>The FES and SRC will:</p> <ul style="list-style-type: none"> • Assess and document the needs of families. • Provide information regarding usage and access to health and dental insurance for families identified with need. • Provide information and referrals to programs/services that may include California Work Opportunity and Responsibility to Kids (CalWORKs); Women, Infant, and Children (WIC); CalFresh; and other food subsidy programs, and provide community awareness, public outreach, and education on issues related to children and their families. • Promote linkages to available services and support. 	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Database • Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> • Referral logs or forms • First 5 San Joaquin (F5SJ) Client Consent Form



Exhibit A
Family Engagement Initiative
SCOPE OF WORK 2025-2026

	<ul style="list-style-type: none"> Collaborate with community partners to make sure the family's basic needs are met. Document all referrals and assistance provided to families in the database and client files/records. <p>Health insurance and dental insurance screening and referrals will be recorded in the database.</p>	
<p>5. Developmental Screenings: SRC will provide comprehensive developmental and mental health screening using the Ages & Stages Questionnaire (ASQ) system for children served in the program.</p> <p>Type of Measurement: Children Served Annual Target Quantity: 60</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>SRC will administer the ASQs and Ages and Stages Questionnaire: Social Emotional (ASQ:SE) to children who do not have a current Individualized Family Service Plan (IFSP) or Individual Education Plan (IEP) within 60 days of entrance into the program. SRC will:</p> <ul style="list-style-type: none"> Work with parents/guardians to complete the appropriate ASQ and ASQ: SE. Discuss results with parents/guardians. Complete follow-up activities and rescreening, as needed. * Recommend and assist parents/guardians with referrals for further individualized follow-up/referral when scores indicate a possible developmental delay, behavioral, or mental health concern. <ul style="list-style-type: none"> Referrals will be to Help Me Grow or the appropriate agency (i.e., school district, United Cerebral Palsy, Valley Mountain Regional Center, etc.) based on the age/need of the child and or need of the parents/guardians. Return completed ASQ and ASQ:SE tools to parents/guardians after screening and score summary is completed. Record screenings and referrals in the database. <p>* F5SJ policy requires that children be re-screened annually. However, continuing to re-screen and practice a skill without a referral for children who score below the developmental</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> Information to clarify any discrepancies in numbers reported when compared to the database report Information to clarify any discrepancies in numbers reported when compared to other milestone activity Screening data entered into database at least quarterly <p>ON FILE</p> <ul style="list-style-type: none"> Completed ASQ and ASQ:SE Score Summaries for each child Referral documentation and follow-up information



Exhibit A
Family Engagement Initiative
SCOPE OF WORK 2025-2026

	<p>screening cut-off is not recommended or considered best practice.</p> <p>Programs will complete the annual target quantity by documenting the number of children receiving ASQ and ASQ:SE screening and the number of children who enter the program with an existing IFSP or IEP, combined. Staff administering the ASQ and ASQ:SE tool will receive agency based or F5SJ training prior to tool use.</p>	
<p>6. Family Connections Workshops: FES and Preschool staff will implement Family Engagement Workshops services that will enhance the Family Engagement University curriculum and Parent Involvement.</p> <p>Type of Measurement: Activities Annual Target Quantity: 4</p> <p>Type of Measurement: Parents/Caregivers (Unduplicated) Annual Target Quantity: 60</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>FES and Preschool staff will provide family connections workshops to TUSD preschool families quarterly. The family connections workshop activities include the following:</p> <ul style="list-style-type: none"> • Social Emotional Development <ul style="list-style-type: none"> ○ Program Staff host a workshop to share with families the importance of social emotional development, how to support their child self-regulate, and expressing emotions. Through the workshop we share developmental milestones and share strategies on how parents can support their child at home. • Literacy Workshops <ul style="list-style-type: none"> ○ Program staff host two literacy workshops for parents. Listening & Speaking, and Reading & Emergent Writing. Through the workshop we share developmental milestones and share strategies on how parents can support their child at home. • Kindergarten Readiness Workshop <ul style="list-style-type: none"> ○ Families are invited to attend a parent workshop hosted by kindergarten teachers. Parents receive 	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Numbers served in each activity listed in the method. • Database <p>ON FILE:</p> <ul style="list-style-type: none"> • Sign-in sheet for each activity • Meeting Agenda • Flyer (pre-approved) • Resource referral/follow up log • F5SJ Client Consent Form



Exhibit A
Family Engagement Initiative
SCOPE OF WORK 2025-2026

	kindergarten expectations and can ask questions regarding kindergarten.	
<p>7. Family Engagement University: FES and Preschool staff will implement Family Engagement University education classes aligned with the Parent Involvement – Family Engagement continuum.</p> <p>Type of Measurement: Activities Annual Target Quantity: 3</p> <p>Type of Measurement: Parents/Caregivers (Unduplicated) Annual Target Quantity: 25</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>FES and Preschool staff will provide family engagement educational classes to TUSD preschool families. Classes are held in English and Spanish on a weekly basis. Parents who complete the program will have obtained the knowledge in preparing their child for their educational future, the importance of literacy building at a young age, and parenting skills and techniques. The family education classes include the following:</p> <ul style="list-style-type: none"> • Abriendo Puertas parent education classes <ul style="list-style-type: none"> ○ <i>Abriendo Puertas</i> is a 10-week course that provides families with information regarding their child’s development. The course provides opportunities for families to share parenting class. • The Latino Family Literacy Project parent education classes <ul style="list-style-type: none"> ○ <i>The Latino Family Literacy Project</i> workshop is an 8-week course that provides families an opportunity to share literature with their child. The program is a lending library for families. Prior to providing families with the book, they will learn how to interact with their child and the book. • Parent Project: <i>Loving Solutions</i> parent education classes <ul style="list-style-type: none"> ○ <i>Loving Solutions</i> is a 10-week course that provides families with parenting skills. It provides them with an interactive book that allows them to reflect on their parenting style. 	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Numbers served in each activity listed in the method. ○ Number of participants who attend each course, and the number of participants who complete each educational class (complete the 10-week course) • Database <p>ON FILE:</p> <ul style="list-style-type: none"> • Sign-in sheet for each activity • Meeting Agenda • Flyer (pre-approved) • Resource referral/follow up log • F5SJ Client Consent Form



Exhibit A
Family Engagement Initiative
SCOPE OF WORK 2025-2026

<p>8. Parent Advisory Committee: SRC and FES will facilitate a Parent Advisory Committee meeting a minimum of twice annually.</p> <p>Type of Measurement: Meetings Annual Target Quantity: 2</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>SRC and FES will meet with the Parent Advisory Committee bi-annually during the school year. The purpose of this committee is to involve parents in their children’s education and to seek their input and advise the program in improving services.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> • Sign-in sheet • Meeting agenda • Flyer (pre-approved)
<p>9. Strategic Communications Campaigns: FES and SRC will incorporate messages, information, and material from one or more F5SJ community awareness/education campaigns.</p> <p>Type of Measurement: Activities Target Quantity: 4</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>FES and SRC will incorporate campaign messages, information, and resources into existing services (parent workshops, home visits, outreach events, or other special activities) in prior approved formats, in an effort to spread campaign messages throughout the county.</p> <p>Messaging must include <u>at least four</u> of the following campaigns:</p> <ul style="list-style-type: none"> • Talk. Read. Sing. Draw. Play. (TRSDP) (parent engagement/early literacy campaign) • Well Together San Joaquin (mental health/emotional wellness campaign) • Healthy Baby San Joaquin (marijuana use prevention campaign for pregnant and/or breastfeeding parents) • Be Their Voice San Joaquin (child abuse awareness and prevention/father involvement campaign) • San Joaquin TEETH (oral health campaign) • Raising Quality! (finding quality care/child development resources) <p>Campaign information and resources are accessible at www.sjckids.org.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Type of activities ○ Dates of activities ○ Campaign analytics for any social media promotion <p>ON FILE</p> <ul style="list-style-type: none"> • Meeting Agenda • Pre-approved flyer(s) for community event or workshop



Exhibit A
Family Engagement Initiative
SCOPE OF WORK 2025-2026

<p>10. Sustainability: SRC will work with F5SJ staff and consultants on issues pertaining to sustainability.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>SRC will work with F5SJ staff and consultants regarding sustainability. Potential areas include involvement in county-wide strategic planning efforts, pursuit of additional funding, organizational capacity building to incorporate program elements into service delivery, communication of program outcomes, or promotion of infrastructure support (technology improvement, etc.).</p> <p>F5SJ will provide additional details throughout the year.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Activities completed
<p>11. Meeting Attendance: FES or SRC will attend required meetings throughout the year.</p> <p>Type of Measurement: Meeting Annual Target Quantity: Achieved/Not Achieved</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p> <p>*Contractors must attend all Contractor Meetings and participate in program check-ins to achieve this milestone.</p>	<p>FES or SRC will attend and participate in the following meetings, when applicable to the program:</p> <ul style="list-style-type: none"> • Community Links (attend at least six per year) – required for F5SJ funded staff providing direct services to staff • Contractor Meetings* (three per year) - primary or secondary contacts must attend • Program Check-In Meetings with F5SJ* (schedule to be determined) – required for program leadership <p>It is intended that all required program staff should attend meetings, as indicated above. Should an extenuating circumstance prevent participation, F5SJ must be notified in advance of meeting schedule.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Title of meeting ○ Dates of meeting
<p>12. Professional Development: FES will participate in professional development activities that support the continuous growth and development of skills and knowledge to effectively serve families with young children.</p> <p>Type of Measurement: Activity Annual Target Quantity: Achieved/Not Achieved</p>	<p>FES will participate in professional development* activities that may include the following:</p> <ul style="list-style-type: none"> • Required curriculum trainings or other required trainings that support SOW compliance • Workshops/seminars/webinars sponsored by F5SJ, your organization, or other organizations • Online training/on demand learning provided by credible organizations • Peer learning groups and coaching sessions 	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Title and brief description of activity ○ Dates of event <p>ON FILE</p> <ul style="list-style-type: none"> • Certificates of Completion or attendance records



Exhibit A
Family Engagement Initiative
SCOPE OF WORK 2025-2026

<p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<ul style="list-style-type: none"> • Accredited college courses • Professional conferences <p>*Professional development is defined as strengthening and improving skills and knowledge to better serve families and children, and may include formal learning experiences including training, workshops, continuing education, credentialling, coaching, and supervision.</p> <p>Completion of this milestone supports a minimum level requirement for staff professional development across F5SJ funded programs. Programs must also adhere to additional trainings/professional development requirements that may be required by certain types of affiliations, curriculum users or professionals. It is also expected that programs have an established on-boarding and professional development plan for new staff.</p> <p>Agency may contact F5SJ to confirm whether a professional development activity will serve toward meeting the milestone.</p>	
<p>13. Evaluation: SRC will comply with all data collection and reporting associated with Family Engagement evaluation requirements.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2025 Target Date: June 30, 2026</p>	<p>SRC will participate fully in local evaluation to demonstrate family engagement outcomes. SR Program Administrator will work with F5SJ staff and local evaluators to collect and report on type(s) of family engagement services.</p> <p>Individually identifiable data will not be accessible to the public, nor will any individually identifiable data be transmitted to a statewide evaluator or included in any reports.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Database • Scope of Work Reporting Form



Exhibit B
BUDGET REQUEST FORM

Agency: Tracy Unified School District
Program: Family Engagement Initiative

Period: July 1, 2025 - June 30, 2026

A	B	C	D	E	F	G	H	I
I.	PERSONNEL			% of salary attributed	Total salary attributed	Amount of Col F requested from	%	Amount of Col F provided by other sources
	Position Title		Salary	to program	to program	Commission		
	A. Translator/Clerk Typist		\$44,200	25.00%	\$11,050	\$11,050	100.00%	\$0
	B. Family Engagement Specialist		\$36,800	100.00%	\$36,800	\$36,800	100.00%	\$0
	C. Extra Services		\$2,200	100.00%	\$2,200	\$2,200	100.00%	\$0
	Total Personnel Excluding Benefits					\$50,050		
	Benefits Percentage			38.78%		\$19,409		
	Total Personnel Including Benefits					\$69,459		
II.	OPERATING EXPENSES					Amount requested from Commission		
	A. Rent and Utilities					\$0		
	B. Communications/Phones					\$900		
	C. Office Expenses					\$2,000		
	D. Equipment Lease					\$0		
	E. Equipment Purchase					\$4,000		
	F. Travel					\$501		
	G. Training/Conferences					\$2,500		
	H. Consultants/Subcontractors					\$0		
	I. Program Costs					\$19,566		
	J. Other					\$0		
	Total Operating Expenses					\$29,467		
	Total Personnel Including Benefits and Total Operating Expenses					\$98,926		
III.	INDIRECT EXPENSES							
	Personnel, Excluding Benefits			4.05%		\$4,007		
IV.	TOTAL REQUEST					\$102,933		

Exhibit B
Tracy Unified School District
Family Engagement Initiative
July 1, 2025 through June 30, 2026
BUDGET NARRATIVE

Summary:

A total of **\$102,933** is requested for expenses to be incurred from July 1, 2025, to June 30, 2026. These funds will be used to implement the Building Literacy Together (BLT) Family Engagement Initiative program.

I. Personnel:

A total of **\$50,050** is requested for salary expenses, excluding benefits, for a 12-month period. The requested amount represents funding for the following positions:

- A. Translator/Clerk Typist:** A total of **\$11,050** is requested for **25 percent** of the Translator/Clerk Typist salary to enroll families in the program, perform data input, keep, and maintain records, file, promote events and meetings, translate written material, and translate during workshops, meetings, and parent education trainings (Contracted days: 190 days) ($\$44,200 \times 0.25 \text{ FTE} = \$11,050$).
- B. Family Engagement Specialist (FES):** A total of **\$36,800** is requested for **100 percent** of the FES. The FES will be the liaison between the preschool program and families. The FES will connect families with community resources, lead, and host family workshops, provide training, and collaborate with preschool staff to support families with their various needs. The FES is considered a part-time employee with Tracy Unified School District (TUSD) who works 4.5 hours per day, five days per week. In addition, the FES will provide parent workshops in *Abriendo Puertas*, Parent Project: *Loving Solutions*, and *The Latino Family Literacy Project*. (Contracted days: 185 days) ($\$36,800 \times 1 \text{ FTE} = \$36,800$).
- C. Extra Services:** A total of **\$2,200** is requested for **100 percent** of the extra services salaries to cover the cost of classified and/or certificated staff to support in parent education activities. This line item includes personnel to provide childcare, translation during parent workshops and trainings, including kindergarten orientation meetings, and to facilitate a parenting program. This line item includes custodial support, as needed, for parent workshops/trainings and professional development that occurs with First 5 San Joaquin (F5SJ) funded staff after their contracted hours. The line item also includes the FES to provide support (parent workshops, community resources, Kindergarten Readiness workshops, and *Abriendo Puertas* workshops) to our families.

School Readiness Coordinator (SRC) (In Kind): The SRC will be provided in-kind. The SRC will continue to oversee the F5SJ funded Family Engagement Initiative

Exhibit B
Tracy Unified School District
Family Engagement Initiative
July 1, 2025 through June 30, 2026
BUDGET NARRATIVE

program in TUSD. This position will coordinate the parent involvement and staff professional development (Contracted days: 215 days). SRC will continue to provide developmental screenings to families.

Benefits:

A total of **\$19,409** is requested for benefits for positions as identified. Benefits include health, life, dental and vision insurance, retirement, and state and federal mandated benefits and employer paid payroll taxes. The program anticipates the benefits costing approximately **38.78 percent** of the total personnel expenses ($\$50,050 \times 38.78\% = \$19,409$).

II. Operating Expenses:

A. Rent and Utilities: None requested.

B. Communications/Phones: A total of **\$900** is requested for cellphone services for the FES. The FES spend most of their time away from their desk hosting and facilitating parent meetings and out in the community collecting resources and information to share with program families. A cellphone will make it easier for program families to communicate with the FES when they are out in the field. This line item includes the monthly service fee and the price of the cell phone. The amount was calculated by estimating the cost of \$75 per month ($\$75 \times 12 \text{ months} = \900).

C. Office Expenses: A total of **\$2,000** is requested for Office Expenses. Office expenses include, but are not limited to, office consumable supplies and small office equipment. This line item also includes materials, postage, printing and duplicating costs, and shredding fees. The amount was calculated by estimating the cost of \$166.67 per month ($\$166.67 \times 12 \text{ months} = \$2,000$).

D. Equipment Lease: None requested.

E. Equipment Purchase: A total of **\$4,000** is requested for the purchase of two parent laptop computers. The computers would be located at the Family Engagement room. They would be available for parent use. The FES would be able to provide technical assistance in finding resources, supporting parents in how to use the computer.

Exhibit B
Tracy Unified School District
Family Engagement Initiative
July 1, 2025 through June 30, 2026
BUDGET NARRATIVE

- F. Travel:** A total of **\$501** is requested for Travel. The amount requested is for a program related mileage, parking, and tolls for budgeted staff including, but not limited to, the Translator/Clerk Typist, and FES. The estimated travel cost will average approximately \$42 per month. The mileage rate will not exceed the Internal Revenue Service published rate of reimbursement. All out-of-county travel must be pre-approved by F5SJ (\$41.75 x 12 months = \$501).
- G. Training/Conferences:** A total of **\$2,500** is requested for Training/Conferences. The amount requested would cover registration fees, travel expenses, and mileage for the FES to attend trainings/conferences. This line item may also include, but is not limited to, expenses for consultants/trainers and expenses related to in-house training on topics related to early childhood education and family engagement. Any out-of-county training must be pre-approved by F5SJ prior to registering.
- H. Consultants/Subcontractors:** None requested.
- I. Program Costs:** A total of **\$19,566** is requested for program costs for the family engagement initiative.
- **\$15,066** Family engagement materials: include, but are not limited to, materials for parent workshops or training. This line item will also include materials needed to implement *Abriendo Puertas*, *The Latino Family Literacy Project*, and Parent Project: *Loving Solutions* classes (in English and Spanish. with families. (6 classes (three offered in English and three offered in Spanish) x \$2,511/program = \$15,066).
 - **\$2,000** ASQ 3 and ASQ SE Screening Materials and Resources: provide ASQ copies and resource materials to families. The funds in this line will provide copies of the ASQs for families to complete. In addition, the funds in this line item will purchase material for parents to administer the ASQ. This line item also includes providing families with resources to support the development of their child.
 - **\$2,500** Strategic Communication Campaign: includes materials to distribute to families that share from the F5SJ messaging campaigns (i.e. San Joaquin TEETH, Talk. Read. Sing. Draw. Play.).

Exhibit B
Tracy Unified School District
Family Engagement Initiative
July 1, 2025 through June 30, 2026
BUDGET NARRATIVE

J. Other: None requested.

III. Indirect Expenses:

A total of **\$4,007** is requested for Indirect Expenses to cover day-to-day administrative and overhead costs that are not easily distinguishable for a specific project. This includes, but is not limited to, accounting/fiscal support, human resources support, miscellaneous fees, insurance costs, and other operating expenses. TUSD Indirect Cost Rate is currently estimated at **4.05 percent** of Total Personnel Including Benefits and Total Operating Expenses based on the California Department of Education (CDE) determined Indirect Cost Rate. If the CDE increases the rate during the year, TUSD reserves the right to submit a budget revision to increase indirect cost up to the allowed rate ($\$98,926 \times 4.05\% = \$4,007$).

Exhibit C
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this federal contract, grant, loan or operative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by United States Code Section 1352, Title 31. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Tracy Unified School District

By: _____

Michael Bunch
Director of Continuous Improvement State
& Federal Programs

Date: _____

Exhibit D
SUBAWARD INFORMATION

Subrecipient Name	Tracy Unified School District
Subrecipient's Unique Entity Identifier	C7G1EJ2CCJ11
Federal Award Identification Number (FAIN)	SLFRP0202
Subaward Period of Performance Start and End Date	July 1, 2025 – June 30, 2026
Name of Federal Awarding Agency	Department of the Treasury
CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
Identification of whether the award is Research and Development	No
Indirect Cost Rate for the Federal Award	No

Exhibit E
PRIVACY AND SECURITY REQUIREMENTS

1. DEFINITIONS

Personally Identifiable Information (PII) – Information that can be used alone, or in conjunction with any other information, to identify a specific individual. Personally Identifiable Information includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

2. DISCLOSURE REQUIREMENTS

- A. CONTRACTOR and its employees may only use or disclose PII to perform functions, activities or services directly related to carrying out the provisions of this Agreement.
- B. CONTRACTOR and its employees and volunteers shall protect from unauthorized use or disclosure all PII.
- C. CONTRACTOR shall promptly transmit to the COUNTY all requests for disclosure of any PII not authorized by this Agreement.
- D. Access to PII shall be restricted to only those employees of CONTRACTOR who need the PII to perform their official duties in connection with carrying out the provisions of this Agreement.
- E. Any person, who acquires, accesses, discloses or uses PII in a manner or for a purpose not in connection with is Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

3. TRAINING

CONTRACTOR agrees to:

- A. Advise all employees who have access to PII of the confidentiality of the information, the safeguards required to protect the information, and the possibility of civil and criminal sanctions for failure to safeguard the information.
- B. Train and use reasonable measures to ensure compliance with the privacy and security requirements of this Agreement by all employees who assist in carrying out the provisions of this Agreement.
- C. Ensure new employees complete a privacy and security awareness training within thirty (30) days of hire and prior to accessing PII. CONTRACTOR must also provide an annual refresher in addition to ongoing reminders on privacy and security safeguards thereafter to all employees.
- D. Maintain records indicating each employee's name and the date on which the initial privacy and security awareness training was completed.
- E. Retain training records for inspection for a period of three years after completion of the training.

Exhibit E

PRIVACY AND SECURITY REQUIREMENTS

- F. Ensure all employees who access, use or disclose PII to carry out the provisions of this Agreement sign a confidentiality statement prior to accessing PII. The confidentiality statement shall include at a minimum general use, security and privacy safeguards, unacceptable use, and enforcement policies.

4. OVERSIGHT

CONTRACTOR agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring compliance with the privacy and security safeguards regarding PII in this Agreement.
- B. Establish and maintain management oversight and monitoring activities must be performed by an employee whose job function is separate from those who use or disclose PII as part of their routine duties.

5. PHYSICAL SECURITY

CONTRACTOR agrees to:

- A. Access and store PII in an area that is physically safe from access by unauthorized persons during working and non-working hours.
- B. Secure all areas where PII is stored, which must only be accessed by authorized individuals with coded key cards, and/or door keys and access authorization.
- C. Store paper records containing PII in a locked space, such as a locked file cabinet, locked file room, locked desk or locked office whenever information is housed with or a location is shared with another business.

6. COMPUTER SAFEGUARDS

CONTRACTOR agrees to:

- A. Encrypt mobile devices, workstations and electronic files where PII is stored using a FIPS 140-2 certified algorithm bit or higher.
- B. Ensure minimum necessary amount of PII is downloaded to a mobile device hard drive when absolutely necessary for current business purposes.
- C. Ensure emails sent outside the CONTRACTOR's email environment that include PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.
- D. Have a commercial third-party virus software solution for all workstations, laptops and other systems that process and/or store PII. The commercial third-party virus software must be updated when a new anti-virus definition/software release is available.
- E. Ensure workstations, laptops and other systems that process and/or store PII have current security patches applied and are up to date.
- F. PII is wiped from systems when the data is no longer legally required.

Exhibit E
PRIVACY AND SECURITY REQUIREMENTS

7. SYSTEM SECURITY CONTROLS

CONTRACTOR agrees to:

- A. Provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.

8. AUDIT CONTROLS

CONTRACTOR agrees to ensure all systems processing and/or storing PII have:

- A. At least an annual system security review, which shall include administrative and technical vulnerability assessments.
- B. An automated trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs must be read only and maintained for three years. A routine procedure must be in place to review system logs for unauthorized access. CONTRACTOR shall investigate anomalies identified by interviewing employees and witnesses and taking corrective action, including discipline, when necessary.
- C. A documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

9. PAPER DOCUMENT CONTROLS

CONTRACTOR agrees to:

- A. Dispose of PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove PII from the premises of CONTRACTOR, except for routine business purposes or with express written permission of the COUNTY.
- C. Send an encryption test email to HSAISHelpDesk@sjgov.org. In "Subject" line indicate "Encrypted Test Email Validation".
- D. Not leave faxes containing PII unattended and keep fax machines in secure areas. All faxes must contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers must be verified with the intended recipient before a fax is sent.
- E. Use a bonded courier with signature receipt when sending large volumes of PII (500 or more records containing PII). All disks and other transportable media sent through the mail must be encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

Exhibit E

PRIVACY AND SECURITY REQUIREMENTS

10. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, CONTRACTOR agrees to allow the COUNTY to inspect facilities, systems, books and records of the CONTRACTOR, in order to perform assessments and reviews. Such inspections shall occur at times that take into account the operational and staffing demands of CONTRACTOR.

11. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION

A. Discovery and Notification of Breach

- I. CONTRACTOR shall notify the COUNTY immediately, by calling William Collins, HSA Information Systems Manager at (209) 468-0555 or by email bcollins@sigov.org upon the discovery of a suspected or actual breach of security of PII.

- a. A breach of PII includes the acquisition, access, use, or disclosure of PII in a manner not permitted by this Agreement which compromises the security or privacy of the PII.
- b. The initial notification must include contact and component information; a description of the breach or loss with scope, number of files or records; type of equipment or media; approximate time and location of breach or loss; description of how the data was physically stored, contained or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.

II. CONTRACTOR shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the actual or suspected breach and to protect the operating environment.
- b. Any action pertaining to such unauthorized disclosure requirement by applicable federal and state laws and regulations.

B. Investigation of Breach/Written Report:

- I. CONTRACTOR shall immediately investigate such breach and within five (5) working days of the incident, produce a written report detailing:
 - a. Specific data elements involved, and the extent of the data involved in the breach.
 - b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII.
 - c. A description of where PII is believed to have been improperly transmitted, sent, or used.
 - d. A description of the probable causes of the breach; and
 - e. A detailed corrective action plan including measures that were taken to halt and/or contain the breach.

Exhibit E

PRIVACY AND SECURITY REQUIREMENTS

12. COMPLIANCE BY CONTRACTOR

CONTRACTOR shall require that any agents or subcontractors which assist in carrying out the provisions of this Agreement and to which CONTRACTOR provides PII agree to the same privacy and security safeguards as are contained in this Agreement, and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract to such agents or subcontractors.

13. ASSISTANCE IN LITIGATION

In the event of litigation or administrative proceedings involving the COUNTY or the State based upon claimed violations by CONTRACTOR of the privacy and security of PII, CONTRACTOR shall make all reasonable efforts to make itself and any subcontractors, agents and employees assisting in carrying out the provisions of this Agreement and using or disclosing PII available to the COUNTY or the State at no cost to the COUNTY or the State to testify as witnesses. The COUNTY shall also make all reasonable efforts to make itself and any agents and employees available to CONTRACTOR at no cost to CONTRACTOR to testify as witnesses, in the event of litigation or administrative proceedings involving CONTRACTOR based upon a claimed violation by the COUNTY of the privacy or security of PII, or state or federal laws or agreements concerning privacy and security of PII.

Exhibit F

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; Fair Employment and Housing Act (FEHA); California Government Code Section 12940, 12945, 12945.2; California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color, disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures Chapter 21, will be prohibited.

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

THIS ASSURANCE is binding on the CONTRACTOR as long as it receives federal or state assistance.

EXHIBIT Z – ADDITIONAL FEDERAL GRANT CLAUSES

APPENDIX II TO PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

Please review and check the appropriate boxes to determine the applicability of provisions to the federally funded contract or purchase order. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit Z shall control.

☐ **§200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

☐ **DEBARMENT AND SUSPENSION – Executive Orders 12549 and 12689 (All)**

Unique ID # _____ (Include Print Screen from <https://sam.gov/content/home>)

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180.22 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by San Joaquin County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the primary recipient and San Joaquin County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

☐ **\$200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☐ **\$200.323 PROCUREMENT OF RECOVERED MATERIALS (All)**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.

- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**☐ THE GRANT IS FUNDED THROUGH A FEMA GRANT OR COOPERATIVE AGREEMENT.
IF CHECKED, PROVISIONS 1 THROUGH 5 APPLY.**

1. Access to Records. (All)

- a. The Contractor agrees to provide the San Joaquin County, the primary recipient of the federal funding, if any, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2. DHS Seal, Logo, and Flags. (All)

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3. Compliance with Federal Law, Regulations, and Executive Orders. (All)

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. No Obligation by the Federal Government. (All)

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5. Fraud and False or Fraudulent Statements or Related Acts. (All)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

☐ EQUAL EMPLOYMENT OPPORTUNITY (Construction Work > \$2,000))

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

☐ DAVIS-BACON ACT. 40 U.S.C. 3141-3148 (Construction Contracts > \$2,000)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

☐ COPELAND "ANTI-KICKBACK" ACT. (Construction Contracts > \$2,000)

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency ("FEMA") may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

☐ TERMINATION FOR CAUSE AND CONVENIENCE. (Contracts > \$10,000)

- a. Termination for cause. The County reserves the right to cancel this contract if goods or services are not delivered as directed within the time specified. In case of default by Contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- b. Termination for convenience. At any time, with or without cause, the County shall have the right, in its sole discretion, to terminate this contract by giving written notice to Contractor. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice by personal delivery or mail. The County shall pay Contractor as full compensation for performance up to the date of such termination: (1) the unit or pro rata bid price for the delivered and accepted portion of goods or work completed up to the point of termination; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor as approved by the County, with respect to the undelivered or unaccepted portion of this contract; provided compensation hereunder shall in no event exceed the total Bid price.

☐ BYRD ANTI-LOBBYING AMENDMENT – 31 U.S.C. 1352 (Contract > \$100,000) – ATTACHMENT A

- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, provided in Attachment A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

☐ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – 40 U.S.C. 3701-3708 (Contract > \$100,000)

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Provision, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Provision.

- c. Withholding for unpaid wages and liquidated damages. San Joaquin County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Provision.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this Provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Provision.

[SPACE INTENTIONALLY LEFT BLANK]

☐ **CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT AND REMEDIES**
(Contract > \$150,000)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
- b. The Contractor agrees to report each violation to San Joaquin County and understands and agrees that San Joaquin County will, in turn, report each violation as required to assure notification to the primary recipient, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
 - d. In the event the Contractor breaches any part of the contract, the County may procure the articles or services from other sources and the Contractor must compensate the County for the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such procurement is made. Such payment may be deducted from any monies due, or that may thereafter become due to the Contractor. The exercise by the County of this remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed Name and title: _____

ATTACHMENT “A”

Byrd Anti-Lobbying Amendment

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

☐ **Check here if not applicable**

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date