

**SANTA BARBARA COUNTY  
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** 9/2/03  
**Department Name:** Children & Families Commission  
**Department No.:** 990  
**Agenda Date:** 9/9/03  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Pat Wheatley, Executive Director  
Children and Families Commission, First 5 of Santa Barbara County

**STAFF CONTACT:** Pat Wheatley, 8085

**SUBJECT:** Revised Children & Families Commission, First 5 Contract for School Readiness Initiative Programs

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**Recommendation(s):**

That the Board of Supervisors:  
Review and approve the form and standard terms of the Children & Families Commission, First 5 Santa Barbara County School Readiness Initiative Contract.

**Alignment with Board Strategic Plan:**

The Children & Families Commission is aligned with Strategic Goal 7, community that fosters the wellbeing of families and children.

**Executive Summary and Discussion:**

The Children and Families Commission, First 5 Santa Barbara County has revised the standard terms of its contract in order to create a contract specific to School Readiness Initiative programs. Unlike local Commission funded programs, School Readiness Initiative funds and programs are granted from California First 5 and have different evaluation requirements as required by the State Commission. These requirements are now reflected in this contract in order to provide additional clarity to School Readiness Initiative vendors. Listed below are the revisions:

1. **Title:** Add FOR SCHOOL READINESS INITIATIVE PROGRAMS
2. **Page 1, No. 5** Add language, Unless otherwise specified in Exhibit B, payment shall be made twice per fiscal year. The first payment shall be 70% of the contract amount and will be released in September of 20XX pending CONTRACTOR report submission due August 1, 20XX and acceptance by the COMMISSION School Readiness Coordinator and release of funds from the STATE COMMISSION to the COMMISSION. The remaining 30% of the contract amount will be released February 15, 20XX

pending CONTRACTOR report submission due February 1, 20XX and acceptance by the COMMISSION School Readiness Coordinator.

3. **Page 4, No. 21** Add language, including but not limited to
4. **Page 5, No. 26** Add language, COMMISSION
5. **Page 5, No. 27** Add language, including scope of work and proof of required insurance
6. **Exhibit A-1, 4<sup>th</sup> paragraph** Add language, and the required annual STATE COMMISSION School Readiness Evaluation.
7. **Exhibit A-1, 4<sup>th</sup> paragraph** Add language, Bi-Annual reports
8. **Exhibit A-1, 4<sup>th</sup> paragraph** Add language, WIND
9. **Exhibit A-1, 5<sup>th</sup> paragraph** Add language, Bi-Annual reports
10. **Exhibit B, 1<sup>st</sup> paragraph** Add language, not to exceed \$XX over the approved four year School Readiness program covering fiscal years XXXX to XXXX. Payments will not to exceed: XX in fiscal year XXXX, XX for year XXXX, XX for year XXXX and XX for year XXXX. Any roll over of contract amount from a previous fiscal year must be reported and approved by the both the COMMISSION School Readiness Coordinator and the STATE COMMISSION.
11. **Exhibit B, 2<sup>nd</sup> paragraph** Add language, Payment for services shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **Exhibit A** as determined by COMMISSION, on a Bi-annual basis. CONTRACTOR will submit Bi-annually online through WIND a completed report. A completed report includes: service data, pre and post survey information on core clients, aggregate services data reporting, a brief narrative, and a Budget Report, which will outline School Readiness expenditures during the reporting period. This is due on or before August 1, 20XX and on or before February 1, 20XX.
12. **Exhibit B, 3<sup>rd</sup>-5<sup>th</sup> paragraph**, Add language, For continuing School Readiness program years, the first payment shall be 70% of the contract amount and will be released in September of 20XX pending CONTRACTOR report submission due on or before August 1, 20XX for services rendered from July 1, 20XX to June 30, 20XX and acceptance by the COMMISSION School Readiness Coordinator and release of funds from the STATE COMMISSION to the COMMISSION. For new School Readiness programs beginning their first fiscal year, the first payment of 70% of the grant budgeted allocation will be released without a report. Payment will be made following an executed contract between the vendor and the COMMISSION/Santa Barbara County and release of the funds from the STATE COMMISSION to the COMMISSION. For both continuing and new School Readiness programs, the remaining 30% of the contract amount will be released February 15, 20XX pending CONTRACTOR report submission of completed Bi-annual report which includes: service data, pre and post survey information on core clients, aggregate services data reporting, a brief narrative, and a Budget Report, which will outline School Readiness expenditures during the reporting period. This report is due February 1, 20XX for services rendered from July 1, 20XX to January 1, 20XX and acceptance by the COMMISSION School Readiness Coordinator. Contractor must comply with the Financial Penalty Policy adopted by the Commission.
13. **Exhibit B, 8<sup>th</sup> paragraph**, Add language, This contract shall not be amended without the prior written approval of both parties.

Santa Barbara County Code, Chapter 41, Section 12, provides that "Each recipient of funds other than a County agency or department shall enter into a contract with the Commission. The Commission may enter into contracts for joint ventures with the County and other public or private entities. The Board of Supervisors shall review the form and standard terms of Commission contracts. All Commission contracts shall provide that the contractor's sole remedy is against the Commission and Trust Funds, and that the contractor will not seek damages, specific performance, or other relief from the County or its agencies or employees." The Commission form contract contains these provisions and other standard contract terms. The form contract is attached.

**Mandates and Service Levels:**

No change in programs or service levels.

Funding of the Children & Families Commission must be directed to the comprehensive needs of children age 0-5 and their families.

**Fiscal and Facilities Impacts:**

N/A

**Note: Please forward copy of minute order to Children and Families Commission, 1 East Anapamu Street, Ste 200, Santa Barbara.**

**Copies to:**

County Counsel

Risk Management

Auditor-Controller

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR      C**  
**FOR SCHOOL READINESS INITIATIVE PROGRAMS**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the **Children and Families Commission, FIRST 5 Santa Barbara County** (hereafter COMMISSION) and **XXX**, having its principal place of business at XX (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COMMISSION agrees to accept the services specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Patricia Wheatley at phone number (805) 884-8085 is the representative of the COMMISSION and will administer this Agreement for and on behalf of COMMISSION. XX at phone number (805) XX is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To CHILDREN & FAMILIES COMMISSION, FIRST 5 SANTA BARBARA COUNTY:  
1 E. Anapamu Street, #200  
Santa Barbara, CA 93101

To CONTRACTOR:    XX  
                              XXX  
                              XX  
                              XX

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to the COMMISSION in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on July 1, 20XX or when the contract is executed whichever is later and end performance upon completion, but no later than June 30, 20XX unless otherwise directed by the COMMISSION or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by the COMMISSION and which is delivered to the address given in Section 2 NOTICES above or via electronic mail following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit B, payment shall be made twice per fiscal year. The first payment shall be 70% of the contract amount and will be released in September of 20XX pending CONTRACTOR report submission due August 1, 20XX and acceptance by the COMMISSION School Readiness Coordinator and release of funds from the STATE COMMISSION to the COMMISSION. The remaining 30% of the contract amount will be released February 15, 20XX pending CONTRACTOR report submission due February 1, 20XX and acceptance by the COMMISSION School Readiness Coordinator.

6. **SUPPLANTATION OF FUNDS.** Consistent with the intent of the California Children and Families Act of 1998, no monies from this Program may be used to supplant federal, state, county or other monies available to the agency for any purpose. Activities funded through the California Children and Families Act of 1998 must be new or enhancements to existing activities.

*(Co of SB, Children and Families Commission FIRST 5, School Readiness Std Terms Ver 9 -2-2003)*

7. **NONAPPROPRIATION.** This Agreement is funded from revenue derived from a tax placed on the sale of cigarettes. COMMISSION reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments, then COMMISSION will immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COMMISSION upon (20) days notice. After this Agreement is terminated under these provisions, COMMISSION shall have no obligation to make further payments.

8. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COMMISSION. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COMMISSION employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

9. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Payment for services can be based on performance or compliance with reporting. All products of whatsoever nature which CONTRACTOR delivers to COMMISSION pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at the COMMISSION'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

10. **TAXES.** The COMMISSION shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should the COMMISSION be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COMMISSION for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

11. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

12. **RESPONSIBILITIES OF COMMISSION.** COMMISSION shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

13. **OWNERSHIP OF DOCUMENTS.** COMMISSION shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COMMISSION.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COMMISSION. COMMISSION shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

14. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COMMISSION shall have the right

to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

15. **CAPITAL PROJECTS - LAND USE AND BUILDING USE.** All capital project (*such as construction projects, and purchase of real property*) purchases shall be used for the purpose identified in this agreement for a term of twenty years. During this twenty-year term, no change in use shall be made without first obtaining the written consent of the COMMISSION. Should CONTRACTOR change the use in violation of this provision, CONTRACTOR shall pay COMMISSION a prorated share of the costs of the capital projects paid for by the COMMISSION. The prorated share shall be five percent of the costs of the capital project paid for by the COMMISSION, for each year or fraction thereof, remaining in the twenty-year term. If CONTRACTOR changes the use in violation of this provision and does not pay the COMMISSION the prorated share of the costs of the capital project paid for by the COMMISSION, then CONTRACTOR shall transfer to the COMMISSION, ownership of the capital project.

16. **SUBMISSION OF FINANCIAL STATEMENTS.** CONTRACTOR shall submit an annual independently audited financial statement to the COMMISSION within 120 days of CONTRACTOR'S fiscal year-end unless an annual waiver of this requirement is received in writing from the County of Santa Barbara Auditor-Controller's office prior to the end of the fiscal year in question.

17. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COMMISSION and COUNTY OF SANTA BARBARA and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.

18. **NONDISCRIMINATION.**

A. COMMISSION hereby notifies CONTRACTOR that the COUNTY OF SANTA BARBARA's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

B. CONTRACTOR will serve its target population in an environment that is free of discrimination and sensitive to differences of people working towards the common goal of children ready to enter elementary school as healthy and active learners, including sensitivity to differences of gender, race, ethnicity, class, age, physical ability, sexual orientation or other life experiences.

C. FAITH BASED CONTRACTOR will not require participation in the faith to be a prerequisite for individual receiving services utilizing Proposition 10 dollars. Outreach for services will be to the community at large. All Faith-Based organizations must comply with the Faith-Based Policy adopted by the Commission.

19. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COMMISSION shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR.

20. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COMMISSION and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

21. **SUB-CONTRACTORS.** CONTRACTOR shall supervise and monitor all work performed by any and all sub-contractors including but not limited to, units of service, insurance, invoice amounts and fiscal records.

22. **TERMINATION.**

A. **By COMMISSION.** COMMISSION may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COMMISSION's convenience or because of the failure of

CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services (unless the notice directs otherwise), and deliver to COMMISSION all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COMMISSION may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify the COMMISSION as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COMMISSION shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for unperformed portions of service. CONTRACTOR shall furnish to COMMISSION such financial information as in the judgment of the COMMISSION is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COMMISSION shall be final. The foregoing is cumulative and shall not affect any right or remedy that COMMISSION may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COMMISSION may, at the COMMISSION'S sole option, terminate this Agreement by written notice which shall be effective upon receipt by CONTRACTOR.

B. By CONTRACTOR. Should COMMISSION fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COMMISSION within thirty (30) days of written notice to COMMISSION of such late payment.

23. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect thereof.

24. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved by COMMISSION is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder now or hereafter existing at law or in equity or otherwise.

26. SOLE RECOURSE. CONTRACTOR'S sole remedy is against the COMMISSION and COMMISSION Trust Funds and CONTRACTOR will not seek damages, specific performance, or other relief from the County of Santa Barbara or its agencies or employees.

27. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein. All paperwork, including scope of work and proof of required insurance, to complete a contract is required to be submitted to the Commission office no later than June 28<sup>th</sup>, 20XX. Failure to provide revised scope of work and insurance certificate(s) by June 28, 20XX may result in decreased funding. Payment for work done under this contract is not retroactive. There will be no payment for services or expenditures prior to execution of this contract.

28. **NO WAIVER OF DEFAULT.** No delay or omission of COMMISSION to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COMMISSION shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COMMISSION.

29. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

30. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

31. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COMMISSION be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COMMISSION.

32. **CALIFORNIA PENAL CODE- MANDATED REPORTING.** Contractor shall comply with the training requirements for identification and reporting of child abuse, contained in Penal Code Section 11165.7. All training shall be documented in an individual's personnel file. Contractor shall have established procedures for paid and volunteer staff to report suspected child abuse cases.

33. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

33. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

34. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect thereon.

35. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **Children and Families Commission, FIRST 5 Santa Barbara County** and **XXX**.



**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COMMISSION.

CHILDREN & FAMILIES COMMISSION,  
FIRST 5 SANTA BARBARA COUNTY

CONTRACTOR

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

Date: \_\_\_\_\_

SocSec or TaxID Number: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

APPROVED AS TO FORM:  
JOHN FORNER  
SUPERVISING RISK ANALYST

By: \_\_\_\_\_  
Auditor-Controller

By: \_\_\_\_\_  
Supervising Risk Analyst

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A-1

### STATEMENT OF WORK

The Children and Families Commission, FIRST 5 Santa Barbara County was established in February 1999, in concert with the passage of the 1998 California Children and Families Act (Proposition 10) by California voters in November 1998. The Act has been incorporated into California Health and Safety Code Section 130100-130155.

The Children and Families Commission, FIRST 5 Santa Barbara County, consistent with the California Children and Families Act, is committed to improving the lives of children 0 –5 and their families through county-wide, comprehensive, integrated systems of early childhood development services. The Commission will work in partnership with its grantees to achieve strategic objectives that support this mission as detailed in its strategic plan. Contractor may provide services up to the child's sixth birthday unless the child enters elementary school prior to that time. Any exceptions need to be presented to the Contract Support Committee for review.

The Children and Families Commission, FIRST 5 Santa Barbara County is developing new collaborative structures and processes that will help the Commission, its contractors and the community to successfully conduct the Children and Families Act in Santa Barbara County. The CONTRACTOR will participate in the development of these collaborative structures and processes where appropriate. Specific areas may include, but are not limited to, the development of standards for service delivery and assessment tools for school readiness.

The CONTRACTOR will participate in a comprehensive, county-wide evaluation being conducted by the University of California, Santa Barbara, Graduate School of Education and the required annual STATE COMMISSION School Readiness Evaluation. Participation will include, but is not limited to, Bi-annual reports and utilization of Commission developed WIND reporting systems. CONTRACTOR will need to designate appropriate staff to participate in evaluation and WIND in-service trainings.

The CONTRACTOR will participate in the data collection software system WIND 3.0. Software is to be installed and Bi-annual reports will be submitted online through WIND. Agencies not required to participate in the data collection will have special approval from Commission staff. Bi-annual reports will be aggregated to reflect work done throughout the year. CONTRACTOR must comply with the Financial Penalty Policy adopted by the Commission. Contractor will maintain computer capacity stated during application process for WIND reporting.

The CONTRACTOR will participate in Commission sponsored in-service trainings on tobacco education and cessation and will have tobacco education and cessation materials visibly available and accessible to clients participating in Commission funded activities. CONTRACTOR must comply with any Smoking Policy that the Commission may adopt.

CONTRACTOR will include language, in all brochures and promotional materials developed to describe and promote Commission funded programs, that identifies the program as "Funded by the Children and Families Commission, FIRST 5 Santa Barbara County." All materials representing the Commission will be submitted to the Commission.

## Exhibit B

### PAYMENT ARRANGEMENTS Periodic Compensation

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, not to exceed **\$XX** over the approved four year School Readiness program covering fiscal years XXXX to XXXX. Payments will not to exceed: XX in fiscal year XXXX, XX for year XXXX, XX for year XXXX and XX for year XXXX. Any roll over of contract amount from a previous fiscal year must be reported and approved by the both the COMMISSION School Readiness Coordinator and the STATE COMMISSION. There will be no payment for services performed or expenditures made prior to the full execution of this contract.

B. Payment for services shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **Exhibit A** as determined by COMMISSION, on a Bi-annual basis. CONTRACTOR will submit Bi-annually online through WIND a completed report. A completed report includes: service data, pre and post survey information on core clients, aggregate services data reporting, a brief narrative, and a Budget Report, which will outline School Readiness expenditures during the reporting period. This is due on or before August 1, 20XX and on or before February 1, 20XX.

For continuing School Readiness program years, the first payment shall be 70% of the contract amount and will be released in September of 20XX pending CONTRACTOR report submission due on or before August 1, 20XX for services rendered from July 1, 20XX to June 30, 20XX and acceptance by the COMMISSION School Readiness Coordinator and release of funds from the STATE COMMISSION to the COMMISSION.

For new School Readiness programs beginning their first fiscal year, the first payment of 70% of the grant budgeted allocation will be released without a report. Payment will be made following an executed contract between the vendor and the COMMISSION/Santa Barbara County and release of the funds from the STATE COMMISSION to the COMMISSION.

For both continuing and new School Readiness programs, the remaining 30% of the contract amount will be released February 15, 20XX pending CONTRACTOR report submission of completed Bi-annual report which includes: service data, pre and post survey information on core clients, aggregate services data reporting, a brief narrative, and a Budget Report, which will outline School Readiness expenditures during the reporting period. This report is due February 1, 20XX for services rendered from July 1, 20XX to January 1, 20XX and acceptance by the COMMISSION School Readiness Coordinator. Contractor must comply with the Financial Penalty Policy adopted by the Commission.

C. CONTRACTOR shall submit to the COMMISSION DESIGNATED REPRESENTATIVE an invoice for the service performed over the period specified. These invoices or certified claims must cite the assigned Contract Number. COMMISSION REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COMMISSION shall pay invoices or claims for satisfactory work within 30 days of presentation. Contractor will maintain adequate records to substantiate invoice for reimbursement. In cases where the contract includes one or more subcontractors, Contractor is responsible for the accuracy of subcontractor claims and verification of back up documentation submitted in Contractor's invoice.

D. COMMISSION'S' failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COMMISSION'S right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

E. This contract shall not be amended without the prior written approval of both parties.

