

COUNTY ADMINISTRATOR'S OFFICE

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**NOTICE OF FUNDING AVAILABILITY (NOFA)  
FOR  
EMERGENCY FOOD SERVICES  
\* AMENDED \***

**RELEASE DATE: JUNE 29, 2022**  
**RESPONSE DUE: ~~JULY 18, 2022 5:00 PM, PST~~**  
**JULY 25, 2022 5:00 PM, PST**

SUBMIT PROPOSAL TO:	NOFA COORDINATOR
<p>Anne Putney, NOFA Coordinator <a href="mailto:AMPutney@solanocounty.com">AMPutney@solanocounty.com</a> Subject Line: NOFA Emergency Food Application Submission</p>	<p>Anne Putney, NOFA Coordinator <a href="mailto:AMPutney@solanocounty.com">AMPutney@solanocounty.com</a> E-mailed questions regarding this RFP may be submitted to the RFP Coordinator no later than July 8, 2022, 12 p.m., subject line: NOFA Emergency Food Questions.</p>

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1	<b>SCOPE OF SERVICES</b>

## **1.1 Overview**

The Solano County Administrator's Office is seeking highly qualified agencies to provide emergency food services to Solano County residents who were negatively impacted economically by the COVID-19 pandemic.

The County received federal American Recovery Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) to aid the county in its recovery from the pandemic. Specifically, the Solano County Board of Supervisors allocated \$2 million in ARPA SLFRF for the provision of emergency food services.

## **1.2 Description of Need**

According to Feeding America, prior to the COVID-19 pandemic, food insecurity was at its lowest rate in the U.S. in 20 years, but this still meant over 35 million Americans, one-third of whom were children, were food insecure. Since the pandemic, these numbers have risen, and Feeding America estimates that in 2021, more than 42 million Americans were food insecure, including 13 million children. In Solano County, they calculate the increase from 2019 to 2020 was 43%, and for children it rose as much as 50%. According to the Solano County Community Health Assessment Report, completed in June 2020, 13.7% of the county's population, or nearly 60,000 residents, experienced food insecurity. The pandemic increased food security for many households and some households experienced food insecurity for the first time as the shutdown resulted in high rates of unemployment.

## **1.3 Household Eligibility**

In order to determine who is eligible to receive assistance, the federal rules state that the following households and communities are presumed to be impacted by the COVID-19 pandemic and are eligible for services:

- Low- or moderate-income households or communities
- Households that experienced unemployment
- Households that experienced housing or food insecurity
- Households that qualify for a variety of federal health, medical, and housing programs

## **1.4 Funding Availability**

Funding is available through this NOFA in the amount of \$2 million, which may be broken in smaller amounts to multiple recipients. The amount available per application will be dependent upon the number of qualified applications received and their final score per the Evaluation Committee. Final awards are subject to the discretion of the Board of Supervisors. The funding will be available for a two-year period (August 10, 2022-June 30, 2024) for implementation.

No monies from this program may be used to supplant federal, state, county, or local general fund monies available to the agency for any purpose. Activities funded under this NOFA must be new or enhancements to existing activities.

The funding for the contract(s) resulting from this NOFA is contingent upon receipt of funds from and/or obligation of ARPA funds by the federal government; and inclusion of sufficient funding for the services in the budget approved by the County's Board of Supervisors for each fiscal year covered by the contract(s). If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract(s) may be immediately terminated, reduced, or modified without penalty.

### 2.1 Eligible Applicants

“Applicant” is any individual or entity that submits an Application in response to this NOFA. Non-profit organizations, for-profit organizations, and government entities are eligible to submit a proposal. Departments of the County of Solano are not eligible to submit a proposal.

### 2.2 Applicants’ Conference

Due to the urgent nature of the provision of emergency food services, there will not be an Applicants’ Conference. Instead, potential Applicants may submit specific questions about the NOFA and to request clarification via e-mail to the NOFA Coordinator.

### 2.3 NOFA Inquiries and Requests for Information

Inquiries regarding the NOFA may be made via e-mail to the RFP Coordinator at [AMPutney@solanocounty.com](mailto:AMPutney@solanocounty.com) with the Subject line: **NOFA Emergency Food Services Questions**.

**All emailed inquiries must be received by Friday, July 8, 2022, 12:00 p.m. PST.** E-mailed inquiries will be answered via e-mail and posted on the Solano County website.

### 2.4 Schedule of NOFA Events

The following Schedule of Events reflects important dates for the selection process; however, the County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events will be posted on the Solano County website. Proposers are responsible to view the website continually for any revisions.

EVENT		DATE
1	County Issues NOFA Packet	June 29, 2022
2	Deadline for Submitting Written Questions to RFP Coordinator at <a href="mailto:AMPutney@solanocounty.com">AMPutney@solanocounty.com</a> Subject line: NOFA Emergency Food Services Questions	Friday, July 8, 2022, 12:00 P.M. PST
3	Written Responses to NOFA inquiries issued and posted on County website	July 12, 2022
4	<b>Deadline for Submitting a Proposal to:</b>	<del>Monday, July 18, 2022</del> Monday, July 25, 2022

	<a href="mailto:AMPutney@solanocounty.com">AMPutney@solanocounty.com</a> <b>Subject Line: NOFA Emergency Food Services Application Submission</b>	5:00 P.M. PST
<b>5</b>	Evaluation Committee Issues Recommendations	To Be Determined
<b>6</b>	Board of Supervisors Approves Funding	August 9, 2022
<b>7</b>	Contract Development & Negotiations Period	August 10, 2022 - August 24, 2022
<b>8</b>	Completed Contract Signed by Contractor	August 30, 2022
<b>9</b>	<b>Services Begin</b>	No Later Than September 1, 2022

## 2.5 Application Submittal and Withdrawal

Applicant must fully complete the Application Form in the format required by the County and respond to every question.

Narrative answers will be required in some sections of the Application.

Applications must be e-mailed to [AMPutney@solanocounty.com](mailto:AMPutney@solanocounty.com) with the subject line of **NOFA Emergency Food Services Application Submission** and must be received by **5:00 PM PST on Friday, July 18, 2022. Monday, July 25, 2022.**

The County assumes no responsibility for delays caused by email delay or errors.

The County will not pay any costs associated with the preparation, submittal, or presentation of any Application. To withdraw an Application, the Applicant must submit a written request, signed by an authorized representative, to the County. After withdrawing a previously submitted Application, the Applicant may submit another Application at any time up to the deadline for submitting Applications. Applications submitted after the deadline will not be considered.

## 3 INSTRUCTIONS TO APPLICANTS

### 3.1 Mandatory Application Form

The County has provided an Application Form (see Attachment A) in an electronic format on Solano County's website.

Applicants must fully complete and sign the Application Form, respond to every question, and attach all necessary requested documents. Applicants must fill in desired check boxes and adhere to page limits where indicated.

**Failure to follow the specified Application Form and format may, at the County’s sole discretion, result in the rejection of the Proposal.**

### **3.2 Application Format**

Notwithstanding the format imposed by the Application Form in Attachment A, all Applicants must follow additional formats set forth herein:

- Standard, 8 1/2" x 11" format, with 1-inch margins
- Arial font size 11
- All Application pages sequentially numbered
- All responses, as well as any reference material presented, written in English, adhering to character limits where applicable
- All monetary amounts detailed in United States currency and rounded to the nearest whole dollar

### **3.3 Signatures**

All signatures must be “wet-signed” and scanned or signed digitally using an eSignature program, such as DocuSign, by the agency’s authorized signatory.

### **3.4 Application Submittal**

Applications must be emailed to [AMPutney@solanocounty.com](mailto:AMPutney@solanocounty.com) with the subject line of **NOFA Emergency Food Services Application Submission** and must be received by **5:00 P.M. PST on Monday, July 18, 2022. Monday, July 28, 2022.**

## **4 EVALUATION, SELECTION AND AWARD PROCESS**

### **4.1 Compliance**

The County will review all Applications to determine compliance with basic Application requirements as specified in this NOFA. Incomplete Applications may disqualify the Applicant from further consideration in this process.

### **4.2 Evaluation Process**

The evaluation process is designed to recommend award(s) of funding to the Applicant(s) that can best provide emergency food services. Applications will be evaluated as set forth below.

An Evaluation Committee (EC) will evaluate all Applications. The EC will be composed of experienced service providers and/or other government agency staff. The EC will score and recommend Applications in accordance with the evaluation criteria set forth in this NOFA. Evaluation of the Applications shall be within the sole judgment and discretion of the EC.

A maximum number of points will be assigned to each Application Element (Program Description, Qualifications and Experience, Budget, and Equity) in the Proposal Packet as follows:

Section	Maximum Points
A: General Qualifications and Experience	30
B: Scope of Work/Program Description	30
C: Budget	15
D: Funding-Specific Information	25
<b>OVERALL TOTAL:</b>	100

#### 4.3 Proposal Review Criteria

Item	Possible Points	Points Total
<b>General Qualifications and Experience</b>		<b>30</b>
Applicant clearly articulates their experience in doing work in the emergency food services area and why they are best suited to accomplish the work.	15	
Applicant demonstrates longevity as a service provider, including work in Solano County and will comply with the County Standard contract.	5	
Key personnel on the project have the qualifications and experience to carry out the activities.	10	
<b>Scope of Work</b>		<b>30</b>
Applicant provides a thoroughly documented plan to meet the goals of providing high-quality and nutritious food to households in Solano County experiencing food insecurity and who may also be at-risk, including how activities will be implemented, evaluated, and completed within the 2-year timeframe.	10	
The proposed activities/tasks, services counts, and results/outcomes are reasonable, clear, and related.	10	
The plan also includes, at a minimum, the following: populations to be served; number to be served and to what extent (e.g., number of meals per week or pounds of food per week); how will food be distributed; how will most at-risk access food; what are the measurable and verifiable outcomes; marketing/outreach; and the time frame for commencement of services.	10	
<b>Budget</b>		<b>15</b>
Requested resources are appropriate to carry out the project.	2	
Resources needed to carry out the project are adequately described and clearly connected to the activities in the program description.	3	
The Applicant provides verification of the percentage of each dollar received that is spent on clients/direct services and that percentage is high.	3	
The Applicant provides a detailed budget that demonstrates how 100% of ARPA funds will be spent prior to June 30, 2024.	2	
The Applicant documents that they will not rely on ARPA funding to maintain operations and that the organization is sustainable beyond the end of the ARPA funding period.	3	
Start-up costs are thoroughly documented and in-line with similar programs.	2	
<b>Funding-Specific Information</b>		<b>25</b>
The Applicant provides a detailed and thorough narrative that demonstrates an organized methodology to meet all ARPA-related criteria.	15	
Proposed eligibility criteria for assisted households meets ARPA requirements.	5	

Any capital expenditures are justified according to ARPA requirements.	5	
<b>Total Possible Points</b>		<b>100</b>

The EC will rank all Applications based on their scores and recommend the top Applications for funding. The final funding amount is dependent upon the number of qualified applications received by the deadline. In addition, the EC may rank Applications not recommended for the initial funding amount to create an eligibility list for future funding. Should additional funding become available, these Applicants may be recommended for funding in the order ranked.

In addition to the EC recommendation, financial experts may review agency audited financial statements for solvency and internal controls to ensure ability to fulfill a contract resulting from this NOFA.

Final selection is at the sole discretion of the Solano County Board of Supervisors or its designee, which reserves the right to reject any or all Applications, or to make no selection based on this NOFA.

#### 4.4 Best Value

Solano County will select the Application(s) that presents the best value and is most advantageous to the County and the public. Accordingly, County may not necessarily award the Applicant with the lowest proposed price if doing so would not be in the overall best interest of the County and the public. Solano County reserves the right to expand or reduce the proposed scope of work during the contracting process based on budget constraints and to award to single or multiple Applicants.

## 5 CONTRACT INFORMATION

### 5.1 Contract Qualifications

Complete a statement of acknowledgment (Attachment A - Application Form, page 1) that the Applicant has reviewed the Proposed Solano County Standard Contract (Attachment B) and has accepted it with or without qualification. If the Applicant makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. Note: Contract Exhibits A and B - the scope of work and budget - will be finalized during the contracting process. If the Applicant makes no qualifications to the Standard Contract, including its exhibits, then it shall be deemed that the Applicant accepts these items without reservation or any qualifications and not subject to further negotiation.

### 5.2 Contract Term/Duration

A contract that results from this NOFA may be awarded for up to two years (approximately August 10, 2022 - June 30, 2024).

**Note:** The timeframe above is estimated. The award of funds does not authorize work to begin. Contracts must be fully executed before services can begin. Services cannot begin prior to the contracted start date.

### **5.3 Funding and Payment Structure**

Funding is available through this NOFA in the total amount of \$2 million over two years to provide emergency food services.

The contract to be negotiated will be a cost reimbursable contract unless another methodology is requested in the Application and accepted by Solano County during contract negotiations. Funding will be negotiated and allocated based on the Application submitted, and reimbursement for the program/services will be based on actual costs incurred. All costs such as personnel, subcontractors, operating expenses, and indirect costs must be reflected in the proposed budget.

### **5.4 Budget Definitions**

A. Personnel Costs must include positions, salary, and "FTE" (actual percentage of time devoted to the project) for each position. Salary and fringe benefits must be pro-rated for non-full-time employees if agency provides fringe benefits to part-time employees. Salaries are fixed compensation for services performed by staff that are directly employed by the Applicant and are paid for on a regular basis. Employee benefits and employer payroll taxes include employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses. These expenses are allowable when they are included in the contract and are in accordance with the agency's approved written policies.

B. Salaries and Benefits of personnel involved in more than one program must be charged to each program based on the actual percentage of time spent on each program. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved award. Functional timesheets or an allocation plan must be maintained which support the time charged.

C. Operating Expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, and equipment. Such expenses include specific items directly charged to the project. The expenses must be program-related (i.e., to further the program objectives) and be incurred during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.

D. Indirect costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the Applicant agency and the performance of the program. The costs of operating and maintaining facilities, accounting services and administrative salaries are examples of indirect costs. For this program, indirect costs cannot exceed 10% of the total of Salaries and Benefits, and Operating Expenses.

### **5.5 Contract Award Process**

A. After the evaluation of proposals and final consideration of all pertinent information available, Solano County will either reject all proposals or issue a written notice of intent to award. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposers.

B. This NOFA, its attachments, submitted questions and their answers, and the Application shall be incorporated into the final contract.

C. The apparent best evaluated Applicants should be prepared to enter into a contract with Solano County which shall be substantially the same as the Standard Contract included in Attachment B to



this NOFA. Notwithstanding this, Solano County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.

- D. Contracts must be fully executed before services can begin. Services cannot begin prior to the contracted start date.
- E. If an Applicant fails to sign and return the contract drawn pursuant to this NOFA and final contract negotiations within 14 days of its delivery to the Applicant, Solano County may cancel the award and award the contract to the next best evaluated Applicant.

<b>6</b>	<b>TERMS AND CONDITIONS</b>
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**6.1 Protests and Appeals**

Any actual Applicant who believes that the process was not conducted per the instructions provided in this NOFA and wishes to protest the notice of intent to award may submit a protest in writing to the Director of General Services within 7 calendar days after such Applicant knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision.

**6.2 County Purchasing Policy**

The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595> is fully incorporated into and made a part of this NOFA by this reference and governs this NOFA.

**6.3 NOFA Amendment, Cancellation and Right of Rejection**

- A. Solano County reserves the unilateral right to amend this NOFA in writing at any time by posting the amendment on the Solano County website. Applicants are responsible for viewing the website periodically for any amendments to the NOFA. Applicants shall respond to the final written NOFA and any exhibits, attachments, and amendments.
- B. Solano County also reserves the right, in its sole discretion, to reject any and all Applications or to cancel or reissue the NOFA.
- C. Solano County reserves the right, in its sole discretion, to waive variances in Applications provided such action is in the best interest of County. Where Solano County waives minor variances in Applications, such waiver does not modify the NOFA requirements or excuse the Applicant from full compliance with the NOFA. Notwithstanding any minor variance, Solano County may hold any Application to strict compliance with the NOFA.

**6.4 Confidentiality**

Solano County will retain a master copy of each response to this NOFA, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications

can be shown to be exempt by law under Government Code section 6250 et seq. Applicants may clearly label part of a submittal as "CONFIDENTIAL" if the Applicant agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Applicant of the request and delay access to the material until 7 working days after notification to the Applicant. Within that time delay, it will be the Applicant's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

END OF NOTICE OF FUNDING AVAILABILITY

## ATTACHMENTS AND EXHIBITS

Attachment 1:	Application Form
Attachment 2:	County Standard Contract
Attachment 3:	Subject Matter Workgroup Report – Emergency Food Services



# SOLANO COUNTY

## Notice of Funding Availability: Emergency Food Services ARPA Grants

ATTACHMENT A – APPLICATION FORM		
<b>COUNTY OF SOLANO</b> County Administrator's Office	ISSUE DATE	June 29, 2022
	NOFA Coordinator:	Anne Putney AMPutney@solanocounty.com
Submit Applications to: <a href="mailto:AMPutney@solanocounty.com">AMPutney@solanocounty.com</a> Subject Line: NOFA Emergency Food Services ARPA Grant Application Submission Applications must be received no later than <b>July 18, 2022, 5:00 P.M. PST</b> <del>July 25, 2022, 5:00 P.M. PST</del> <u>Late Applications will not be accepted.</u>		
<b>Application Instructions:</b> Applicants must fully complete this Application form (Attachment A), responding to every question, and attach all necessary requested documents. Applicants must fill in desired check boxes and adhere to page limits where indicated.		

Emergency Food Services ARPA Grants
Applicant Organization:
Applicant Address:
Form of Business: <input type="checkbox"/> For-profit <input type="checkbox"/> Non-profit <input type="checkbox"/> Government Agency <input type="checkbox"/> Other:
Program Summary: Provide a brief summary of your project (100 words maximum)
Total Amount of Funding Requested:

## Emergency Food Services ARPA Grants

The undersigned acknowledges that the County's Standard Contract (Attachment B) has been reviewed and that, if awarded, all contract terms and conditions are accepted.

YES  NO If NO, Qualifications to Contract:

The undersigned certifies and makes assurance of the Applicant's compliance with:

- All requirements, terms, and conditions of NOFA for Emergency Food Services ARPA Grants, including federal regulations and U.S. Treasury guidelines for the ARPA program;
- The laws of the County of Solano <https://www.codepublishing.com/CA/SolanoCounty/>;
- Title VI of the federal Civil Rights Act of 1964 <https://www.hhs.gov/civil-rights/for-individuals/special-topics/needy-families/civil-rights-requirements/index.html>;
- Title IX of the federal Education Amendments Act of 1972 <https://www.justice.gov/crt/title-ix-education-amendments-1972>
- The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government <https://www.eeoc.gov/statutes/laws-enforced-eeoc>
- The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government <http://www.ada.gov/pubs/ada.html>;
- All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America;
- The condition that the submitted Application was independently arrived at, without collusion, under penalty of perjury; and
- The condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Applicant in connection with the Procurement under this NOFA.

YES  NO A NO response shall disqualify this Application.

**FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE**

ORGANIZATION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATED \_\_\_\_\_

FED EMPLOYER  
ID NO. \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

If signature is other than "Executive Director,"  
**evidence showing authority to bind the  
organization must be attached.**

## Emergency Food Services ARPA Grants

### PERSON RESPONSIBLE FOR PREPARATION OF APPLICATION

<b>NAME</b>		<b>TITLE</b>	
<b>ADDRESS</b>			
<b>CITY</b>		<b>STATE</b>	<b>ZIP CODE</b>
<b>PHONE NUMBER</b>	<b>E-MAIL ADDRESS</b>	<b>CELL PHONE NUMBER (OPTIONAL)</b>	
<input type="checkbox"/> PRIMARY CONTACT RELATED TO THIS APPLICATION <input type="checkbox"/> INCLUDE ON EMAIL CORRESPONDANCE RELATED TO THIS APPLICATION			

### SIGNATORY ON PAGE 2

<input type="checkbox"/> Same as Section A above.			
<b>NAME</b>		<b>TITLE</b>	
<b>ADDRESS</b>			
<b>CITY</b>		<b>STATE</b>	<b>ZIP CODE</b>
<b>PHONE NUMBER</b>	<b>E-MAIL ADDRESS</b>	<b>CELL PHONE NUMBER (OPTIONAL)</b>	
<input type="checkbox"/> PRIMARY CONTACT RELATED TO THIS APPLICATION <input type="checkbox"/> INCLUDE ON EMAIL CORRESPONDANCE RELATED TO THIS APPLICATION			

### PERSON RESPONSIBLE FOR PROGRAM AND CONTRACT MANAGEMENT

<input type="checkbox"/> Same as Section A above. <input type="checkbox"/> Same as Section B above.			
<b>NAME</b>		<b>TITLE</b>	
<b>ADDRESS</b>			
<b>CITY</b>		<b>STATE</b>	<b>ZIP CODE</b>
<b>PHONE NUMBER</b>	<b>E-MAIL ADDRESS</b>	<b>CELL PHONE NUMBER (OPTIONAL)</b>	
<input type="checkbox"/> PRIMARY CONTACT RELATED TO THIS APPLICATION <input type="checkbox"/> INCLUDE ON EMAIL CORRESPONDANCE RELATED TO THIS APPLICATION			



## SECTION 1: GENERAL QUALIFICATIONS AND EXPERIENCE

**A. Describe the capacity of the organization** to provide the activities as outlined in your priority area and proposed strategy (**2 pages maximum**). Please include:

- Experience in providing emergency food services
- Experience conducting business in Solano County
- Why your organization is best suited to implement the project
- Qualifications and experience of key personnel who will be implementing the project

## SECTION 2: PROGRAM DESCRIPTION

**A. Program Activities: (2 pages maximum):** Provide a description of the program that you are proposing. Please include:

- The strategy and activities proposed to address providing emergency food services
- If you are targeting a specific geographic location within Solano County
- Expected results, and how you will evaluate the results. Results must include, at a minimum: Proposed populations; Number to be served with requested funding amount; Type and extent of service (e.g., number of meals, pounds of food, etc.);
- How you will ensure activities are completed within the 2-year timeframe, including any necessary start-up activities
- How activities will be integrated within your agency and within other community efforts
- Marketing and outreach efforts
- How at-risk households will be able to access services
- How you will ensure your activities are equitable and inclusive

**B. Logic Model:** Provide a brief logic model for your program, including your activities, service counts, and results/outcomes. Be specific and include numbers served and percent of population served that will improve after services. Please see each column for further instructions. **(2 pages maximum)**

<p><b>Activities/Outputs:</b> Please list up to 3 main activities and tasks associated with those activities. Please include any tasks that are necessary for start-up and the timeline for completion.</p>	<p><b>Service Counts:</b>  <u># Served:</u> Unduplicated clients  <u>Service Units/Length of Time:</u>                      How often/how long</p>	<p><b>Results/Outcomes:</b> What outcomes relating to this activity will be achieved by the end of the services/year? What percent of clients will be better off and how will you measure it?</p>



### SECTION 3: BUDGET/BUDGET NARRATIVE

**A. Provide a line-item budget utilizing the following format.** For staffing, indicate title of position, such as Program Director, Case Manager, etc.. For operating expenses, indicate actual expense, such as Office Supplies, Telephone, etc. Add rows as necessary.

Item	Solano County	Other Funds contributing to the project (identify source in narrative)	Total Budget
Staffing			
Operating Expenses			
Overhead expenses (no more than 10% of total budget)			
Other (describe)			
Total:			

**B. Provide a budget narrative explaining your costs (2 pages maximum).** Please include FTE or hours for staff assigned to the project, and calculations for operating expenses. Include enough detail to inform reviewers of the need for the expenses requested.

Generally, Solano County pays by line item in arrears. If you are requesting a different payment methodology due to the nature of your Application or organization, please indicate that here with a justification of why a different methodology is needed. Note: alternate payment methodologies are not guaranteed and will be discussed during contract negotiations.

**C. Provide audited financial statements for the last two full years issued** (including Management Letters, if issued). If financial statements are on a publicly available website, please provide a link directly to the financial statements. Otherwise, please provide financial statements as documents attached to the submission e-mail. If Applicant does not have audited financial statements, provide unaudited statements of revenue and expenditures (and balance sheet if applicable) as a separate attachment and explain why the Applicant has no audited financial statements.

### SECTION 4: FUNDING-SPECIFIC INFORMATION

**A. Describe the organization's understanding and ability** to provide services under this NOFA in compliance with ARPA requirements. **(2 pages maximum).** Please include:

- A thorough narrative that demonstrates an organized methodology to meet all ARPA related criteria
- Proposed eligibility criteria for assisted household and how they meet ARPA requirements
- Justification for any capital expenditures according to ARPA requirements

**COUNTY STANDARD CONTRACT**

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

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

CONTRACTOR'S NAME

BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

\$

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

This Contract is made on \_\_\_\_\_, 2022.

<b>CONTRACTOR</b>	<b>COUNTY OF SOLANO</b>
CONTRACTOR'S NAME:	AUTHORIZED SIGNATURE _____
SIGNATURE:	TITLE _____
PRINTED NAME AND TITLE _____	ADDRESS _____ CITY STATE ZIP CODE
ADDRESS _____ CITY STATE ZIP CODE	Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: _____ COUNTY COUNSEL

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

Rev. 12/11/20

**SCOPE OF WORK**

[Actual scope of work to be negotiated upon contract award.]

**BUDGET DETAIL AND PAYMENT PROVISIONS**

[Actual Budget and Payment Plan to be negotiated upon contract award.]

**1. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

[http://www.solanocounty.com/depts/auditor/electronic payment to vendor \(ach\).asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_ach.asp)

**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

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

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

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

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

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

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

**5. SIGNATURE AUTHORITY**

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

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

**7. INSURANCE**

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

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

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

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

F. Deductibles and Self-Insured Retentions

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

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

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

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

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

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

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



H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

**8. BEST EFFORTS**

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

**9. DEFAULT**

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

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

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

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

**10. INDEMNIFICATION**

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

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for

damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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

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

## **12. RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

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

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

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

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

### **13. COMPLIANCE WITH LAW**

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

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

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 29 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

### **14. CONFIDENTIALITY**

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

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

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

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

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

### **15. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

## **19. INSPECTION**

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

## **20. NONDISCRIMINATION**

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

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

## **21. SUBCONTRACTOR AND ASSIGNMENT**

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

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

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

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

## **22. UNFORESEEN CIRCUMSTANCES**

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

## **23. OWNERSHIP OF DOCUMENTS**

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

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

#### **24. NOTICE**

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

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

#### **25. NONRENEWAL**

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

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

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

#### **27. CHANGES AND AMENDMENTS**

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

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

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

## **28. CHOICE OF LAW**

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

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

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

## **30. WAIVER**

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

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

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

## **32. FAITH BASED ORGANIZATIONS**

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

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

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

## **33. PRICING**

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

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

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

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

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

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

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

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

### **36. EXECUTION IN COUNTERPARTS**

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

### **37. LOCAL EMPLOYMENT POLICY**

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

**38. ENTIRE CONTRACT**

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



## EXHIBIT D SPECIAL TERMS AND CONDITIONS

### 1. SUB-RECIPIENT COMPLIANCE

A. All or part of this contract will be paid with Federal awards. Contractor is designated as a Sub-recipient and the federal funds received under this contract are designated as a subaward of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Funds, payments, expenses, and procurements under this contract must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including but not limited to, the US Treasury Final Rule (31 CFR Part 35), CSLFRF Compliance Reporting Guidance, and CSLFRF Frequently Asked Questions and all amendments or successor laws, regulations, or guidance thereto.

B. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any contracts it enters into with other parties relating to or involving funding under this contract.

C. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA CSLFRF funding. Contractor shall return to County any funds disallowed within (90) ninety days of notification from County to return such funds.

D. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor as a Sub-recipient. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

### 2. REPORTING

Contractor agrees to comply with and support all applicable ARPA CSLFRF reporting requirements and all reporting requirements otherwise stated in the contract, including, but not limited to, providing reports to the County as requested. Contractor shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).

Contractor shall be responsible for ARPA CSLFRF related reporting by project, including but not limited to:

- Quarterly reporting on performance as related to activities and outcomes identified in Exhibit A;
- Identifying primary, secondary, and tertiary impacted and/or disproportionately impacted populations served;
- Identifying the structure and objectives of assistance programs, including negative economic impacts experienced;
- Identifying how Contractor's approach to ensuring response is reasonable and proportional to negative economic impacts of the COVID-19 pandemic;
- Identifying the amount of the project spending that is allocated toward evidence-based interventions;

- Identifying if a program evaluation is being conducted;
- Identifying efforts to promote equitable outcomes, including how programs were designed with equity in mind; and
- Other reporting based on project category.

### **3. UNIFORM ADMINISTRATIVE, COST PRINCIPLES, AND AUDIT REQUIREMENTS**

A. Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

B. Contractors who receive federal funding which taken together total over \$750,000 in a single fiscal year are required to have a single agency audit in accordance with 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

### **4. SYSTEM FOR AWARD MANAGEMENT**

Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this contract unless the entity has provided its Unique Entity Identifier to County. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

### **5. PUBLIC ACKNOWLEDGEMENT OF FUNDS**

Contractor shall appropriately acknowledge funding from the County of Solano ARPA CSLFRF.

Appropriate acknowledgement is defined as follows:

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

### **6. START-UP PERIOD**

Without limiting any remedy available under section 4 or section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, County reserves the right, in the

sole and absolute discretion of County, to terminate the Contract with 15 days written notice of such termination to Contractor.

SOLANO COUNTY  
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

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

**CERTIFICATION**

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

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

**SAMPLE CONTRACTOR ASSURANCES**

This is a grant funded contract and as the duly authorized representative of the (Agency), I certify that (Agency):

Will assure that use of funds under this grant will support efforts related to supporting appropriate prevention, intervention, supervision, services and strategies to reduce recidivism in California's mentally ill offender population, as well as improving outcomes for these offenders.

Will assure that funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (for example: Health and Social Services and the Sheriff's Office).

Will assure that salaries and benefits are not also claimed or reimbursed under another separate agreement or funding stream.

Will establish a proper accounting system in accordance with generally accepted accounting standards and County directives.

Will maintain timesheets on all staff charged to this contract and, for split-funded positions, maintain functional timesheets or conduct time studies (estimates and/or percentages are not acceptable) that can be easily tied back to reimbursement invoices.

Will maintain and update service delivery logs for billing (e.g. client sign-in logs, time/duration of services).

Will give the State or County, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to this contract, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by the State or County through any authorized representative, with regard to examination of contract-related records, accounts, documents, information and staff.

Will comply with applicable provisions governing the County access to records, accounts, documents, information, facilities, and staff.

Cooperate with any compliance review or complaint investigation conducted by the County.

Give County access to and the right to examine and copy records, accounts, and other documents and sources of information related to the Contract and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by State or County guidance, requirements, and applicable laws.

Comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or requested by the County and submit timely, complete, and accurate reports to the appropriate County officials and maintain appropriate backup documentation to support the reports.

Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Will provide timely notifications to County of any developments that have a significant impact on contract-supported activities, including changes to key program staff.

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.

Will ensure that funds applied toward contract services do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Will ensure that the expenses submitted on Contractor's invoices are true and correct, incurred in the course of delivering contracted services, and that no part has been paid or reimbursed from other sources.

Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These laws and regulations include, but are not limited to:

Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation

in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.

Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19, relating to nondiscrimination.

Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Will not make any award or permit any contract to any party if that party has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under E.O.

12549 and E.O. 12689, "Debarment and Suspension." E.O. 12549, 44 CFR Part 17, requires recipients of awards of Federal assistance to protect the public against waste,

fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Contractor certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this award had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Contractor must notify the County if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that reasonable steps be taken to provide meaningful access to their programs and services. "Meaningful access" may entail providing language assistance services, including oral and written translation, where necessary. The Contractor is encouraged to consider the need for language services for Limited English Proficiency (LEP) persons both in developing budgets and in conducting programs and activities.

Understands that failure to comply with any of these assurances may result in suspension or termination of contract.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

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

Federal American Rescue Plan Act 2021  
Coronavirus State and Local Fiscal Recovery Funds  
Subject Matter Workgroup Reports

**Emergency Food**

June 7, 2022





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## INTRODUCTION

According to Feeding America, prior to the COVID-19 pandemic, food insecurity was at its lowest rate in the U.S. in 20 years, but this still meant over 35 million Americans, one-third of whom were children, were food insecure. Since the pandemic, these numbers have risen, and Feeding America estimates that in 2021, more than 42 million Americans were food insecure, including 13 million children. In Solano County, they calculate the increase from 2019 to 2020 was 43%, and for children it rose as much as 50%.<sup>1</sup> According to the Solano County Community Health Assessment Report, completed in June 2020, 13.7% of the county's population, or nearly 60,000 residents, experienced food insecurity.<sup>2</sup>

The pandemic increased food insecurity for many households and some households experienced food insecurity for the first time as the shutdown resulted in high rates of unemployment. Local agencies worked hard to provide food for these households, and recovery is still underway.

The unsolicited requests for funding included in this report are not an exhaustive list of options available to address the food insecurity crisis; these are proposals received by local organizations to address the needs of some, but not all, of Solano County's residents.

## U.S. TREASURY/BOARD APPROVED ELIGIBLE CATEGORIES

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule revised the categories of eligible uses of funding and broadened eligible uses. Whereas the Final Rule made changes that consolidated some of the eligible funding categories, for purposes of Treasury reporting and this Workgroup Report, the categories implemented under the Interim Rule and approved by the Board of Supervisors will be used. These categories are as follows:

Category 2: Negative Economic Impacts

2.1 Household Assistance: Food Programs

Any recommendations for emergency food services must qualify under the U.S. Treasury/Board Approved Eligible Categories under these categories and sub-categories.

### Household Eligibility

In order to determine who is eligible to receive assistance under the above categories, the Final Rule states that the following households and communities are presumed to be impacted by the COVID-19 pandemic and are eligible for services:

- Low- or moderate-income households or communities
- Households that experienced unemployment
- Households that experienced housing or food insecurity
- Households that qualify for a variety of federal health, medical, and housing programs<sup>3</sup>

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<sup>1</sup><https://feedingamericaaction.org/resources/state-by-state-resource-the-impact-of-coronavirus-on-food-insecurity/>

<sup>2</sup> <https://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=34814>

<sup>3</sup> These programs include Children's Health Insurance program (CHIP); Childcare Subsidies through the Child Care and Development (CCDF) program; Medi-Cal; National Housing Trust Fund affordable housing programs; HOME Investment Partnerships Program (HOME) for impacted households. For disproportionately impacted households, these programs include: CalWORKS; Supplemental Nutrition Assistance Program (SNAP); Free and Reduced-Price

For purposes of the Final Rule, the Treasury has defined low- or moderate-income to be households or communities with income at or below 300% of the Federal Poverty Guidelines (FPG) based on household size as stated in the most recently published guidelines, or income at or below 65% of the area median income (AMI) for the jurisdiction, also based on household size. For purposes of this report, the 2022 Federal Poverty Guidelines and the Area Median Income Limits will be used.

For Solano County, these amounts are as follows:

### ELIGIBLE INCOME LIMITS – TABLE 1

Household Size	1	2	3	4	5	6	7	8
65% AMI Income Limit	\$ 47,943	\$ 54,747	\$ 61,614	\$ 68,418	\$ 73,899	\$ 79,380	\$ 84,861	\$ 90,342
300% FPG	\$ 40,770	\$ 54,930	\$ 69,090	\$ 83,250	\$ 97,410	\$111,570	\$125,730	\$139,830

As shown in the table above, generally 300% of the FPG is the higher income limit in Solano County. The exception is in the single-person household, where 65% of the AMI is greater.

## EXISTING STUDIES /REPORTS

<https://map.feedingamerica.org/county/2019/child/california/county/solano>

[https://www.feedingamerica.org/sites/default/files/2021-03/Local%20Projections%20Brief\\_3.31.2021.pdf](https://www.feedingamerica.org/sites/default/files/2021-03/Local%20Projections%20Brief_3.31.2021.pdf)

## IDENTIFIED NEEDS

The Solano County Community Health Assessment Report shows that Healthy Eating (and Active Living) is among the top health concerns in the county, stating that “Lack of access to healthy grocery stores and the prevalence of fast-food options stands as an important barrier to health, as highlighted by focus group participants. A healthy lifestyle greatly impacts the rates of chronic conditions like cardiovascular disease, stroke, and cancer, but is not equally attainable for all residents.”<sup>4</sup> The report also showed that nearly 10% of Solano County residents have incomes below the Federal Poverty Level.

### Specific Populations

#### Children

Childhood hunger is a critical area to address. According to KidsData and Feeding America, in 2019, 13.3% of households in Solano County included children experiencing food insecurity.<sup>5</sup> School districts play a significant

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Lunch (NSLP and/or School Breakfast Program (SBP)); Medicare Part D; Supplement Security Income (SSI); Head Start and/or Early Start; Specialist Supplement Nutrition Program for Women, Infants, and Children (WIC); Section 8 Vouchers; Low-Income Home Energy Assistance Program (LIHEAP); and Pell Grants.

<sup>4</sup> <https://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=34814>

<sup>5</sup> <https://www.kidsdata.org/topic/764/food-insecurity/table#fmt>

role in preventing childhood hunger with most districts offering free or reduced lunches, and some even providing meals to everyone under the age of 18.<sup>6</sup> However, according to the Public Policy Institute of California, schools are providing fewer meals than they were prior to the pandemic.<sup>7</sup> Regardless, school districts typically only provide lunches (some provide breakfast) during the week, leaving children with unreliable sources for breakfast, dinner, and weekend meals.

According to the American Psychological Society, hunger-related toxic stress can negatively affect brain development and ultimately academic achievement in children.<sup>8</sup> Physically, the American Academy of Pediatrics states children in food insecure homes have higher rates of asthma and symptoms of depression as well as higher rates of emergency department use that follow them into adulthood. They also confirm likely poorer academic performance, poor social outcomes, anxiety, and depression.<sup>9</sup>

**Seniors**

In March 2022, an American Association of Retired Persons’ (AARP) Public Policy Institute report stated that 1 in 12 Americans aged 50 and older experienced food insecurity in 2020.<sup>10</sup> Notably, unlike children, seniors did not experience a drastic increase in food insecurity as a result of the pandemic, likely due to many, if not most, living on fixed retirement incomes. Higher percentages of food insecurity were noticed in seniors with lower levels of educations, lower incomes, and those who were living alone. Seniors may reduce their food consumption due to lack of sufficient income. Additionally, transportation can be an issue, as many seniors may not drive or have vehicles, and public transportation may be challenging for them to use when available.

Physically, food insecurity can be a danger to seniors, as someone who is weak or light-headed due to hunger and lack of nourishment faces an increased risk of falls. Mentally, food insecure seniors may face anxiety and depression.

## DISPROPORTIONATELY IMPACTED COMMUNITIES

The ARPA Final Rule provides several acceptable methods to define Disproportionately Impacted Households. These methods are:

1. Households and communities of households with income at or below 185% of the Federal Poverty Guidelines for its household size or at or below 40% of the area median income, whichever is greatest.

For Solano County, these amounts are as follows:

**ELIGIBLE INCOME LIMITS – TABLE 2**

Household Size	1	2	3	4	5	6	7	8
40% AMI Income Limit	\$ 30,450	\$ 34,775	\$ 39,125	\$ 43,450	\$ 46,950	\$ 50,425	\$ 54,630	\$ 59,165

<sup>6</sup> <https://www.ppic.org/blog/tackling-food-insecurity-among-k-12-students-during-covid-19/>

<sup>7</sup> <https://www.ppic.org/blog/food-insufficiency-and-school-meals-during-covid-19/>

<sup>8</sup> <https://www.apa.org/advocacy/socioeconomic-status/hunger.pdf>

<sup>9</sup> <https://publications.aap.org/pediatrics/article/144/4/e20190397/38475/Food-Insecurity-and-Child-Health>

<sup>10</sup> <https://www.aarp.org/ppi/info-2022/food-insecurity-adults-50-and-older.html>

185% FPG	\$ 25,142	\$ 33,874	\$ 42,606	\$ 51,338	\$ 60,070	\$68,802	\$77,534	\$86,266
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2. Households residing in qualified census tracts; or households that qualify for certain federal benefits<sup>11</sup>.

The federal government (HUD PD&R) defines a qualified census tract as one where at least 50% of the households have incomes below 60% of the area median income or a poverty rate of 25% or more. According to the HUD PD&R Qualified Census Tract map, there are several qualified census tracts in Fairfield, Vallejo, and Rio Vista. Another alternative is to determine an area broader than a household but smaller than an entire community by comparing the poverty rate for the census tract to the overall poverty rate for the County. Based on data from the 2020 Census, the overall poverty rate in Solano County is 8.9 percent, down from over 12.4 percent in the 2010 Census. While these census tracts and their poverty rates are not detailed in this report, the data is available to further refine communities if so desired.

## FUNDING REQUESTS

Below are three unsolicited funding requests from non-profit organizations.

### Funding Request #1

**Title:** Meals on Wheels Expanded Service Center

**Amount Requested:** \$3,000,000 (The total cost of the project is estimated at \$4,000,000, with \$1,000,000 coming from other sources (donations, cities, grants)).

**U.S. Treasury Category:** Category 2: Negative Economic Impacts

2.1 Household Assistance: Food Programs

**Summary:** The project would serve to acquire approximately 12,000 square feet of office space at 1000 Union Avenue in Fairfield to establish an expanded service center with an expanded commercial kitchen. The expansion would provide increased storage space, enabling Meals on Wheels to access a higher volume of free or low-cost food, resulting in high quality nutrition and support services to an increased number of seniors. Meals on Wheels would also expand its clientele to other at-risk populations such as low-income children and people experiencing homelessness.

**Outcomes:** An increased number (TBD) of seniors and at-risk individuals to be served annually.

**Funding Process (Direct Cost, RFP Etc.):** TBD

**Timeline:** Completion by winter 2023

<sup>11</sup> These programs include Children’s Health Insurance program (CHIP); Childcare Subsidies through the Child Care and Development (CCDF) program; Medi-Cal; National Housing Trust Fund affordable housing programs; HOME Investment Partnerships Program (HOME) for impacted households. For disproportionately impacted households, these programs include: CalWORKS; Supplemental Nutrition Assistance Program (SNAP); Free and Reduced-Price Lunch (NSLP and/or School Breakfast Program (SBP); Medicare Part D; Supplement Security Income (SSI); Head Start and/or Early Start; Specialist Supplement Nutrition Program for Women, Infants, and Children (WIC); Section 8 Vouchers; Low-Income Home Energy Assistance Program (LIHEAP); and Pell Grants.

**Lead Agency:** Meals on Wheels

**Population Served:** Senior citizens and other at-risk populations. Participants may be disproportionately impacted.

## Funding Request #2

**Title:** Food Bank of Contra costa & Solano

**Amount Recommended:** \$500,000

**U.S. Treasury Category:** Category 2: Negative Economic Impacts

2.1 Household Assistance: Food Programs

**Summary:** Funding would serve to provide emergency food for economic victims of the COVID-19 pandemic.

**Outcomes:** Households facing food insecurity would have access to a variety of food free of charge.

**Funding Process (Direct Cost, RFP Etc.):** TBD

**Timeline:** TBD

**Lead Agency:** Food Bank of Contra costa & Solano

**Population Served:** Households facing food insecurity