

Regular Commission Meeting

AGENDA

February 16, 2017, 2:30-4:30 p.m.

Mono County Office of Education Conference Room,
451 Sierra Park Road, Mammoth Lakes CA

1. **Public Comment**

Members of the public are given the opportunity to address the Commission on items of interest and within the jurisdiction of the Commission as such items are discussed. This time is allowed for public input on any item not on the agenda. Time may be limited, depending on the number of speakers and items of business.
2. **Commission Membership Updates**

Discussion and consideration of the following:

 - a. Welcome new Commissioner Bob Gardner: The Commission will take action to approve the Board of Supervisors' appointment of Bob Gardner as a new Commissioner to serve under the category of: "*member of the Board of Supervisors.*" **(ACTION)**
 - b. Due to her change in employment with the Utu Utu Gwaitu Tribe, Commissioner Le Plat no longer fits the category under which she serves: *representatives of local organizations for prevention or early intervention for families at risk*. The Commission will recognize Commissioner LePlat for her service and consider acceptance of her resignation from her appointment as First 5 Mono Commissioner. Commissioner LePlat served since 2015. **(ACTION)**
 - c. The Commission will take action to approve staff to work with volunteer Commissioners to participate in a new Commissioner search committee for the purposes of seeking letters of interest, selecting a mutually agreed upon candidate that best fits Commission goals and service category diversity, and asking the Board of Supervisors for appointment of a new Commissioner to fill the vacancy created by Commissioner LePlat's resignation. According to County Code, prospective members must fit one of the following categories:
 - 1) *recipients of project services included in the county strategic plan*
 - 2) *representatives of a local child care resource or referral agencies or a local child care coordinating group*
 - 3) *representatives of local organizations for prevention or early intervention for families at risk*
 - 4) *representatives of community-based organizations that have the goal of promoting or nurturing early childhood development*
 - 5) *representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies* **(ACTION)**
3. **Minutes**

Consideration of minutes for the December 15, 2016 Commission meeting. **(ACTION)**
4. **Commissioner Reports**

Commissioners may report about various matters; however, there will be no discussion except to ask questions. No action will be taken unless listed on a subsequent agenda. **(INFORMATION)**
5. **Director Report**

This information may be reported elsewhere on agenda. **(INFORMATION)**

6. Contractual Agreements

Discussion and consideration of the following agreements. *The Commission shall first determine whether the subject matter of the proposed agreements are consistent with the Commission's strategic plan and fiscal plan. The Commission may then authorize the Director to sign and administer the agreements. (ACTION)*

- a. **Coaching and Assessing Contract:** with Jennifer Denzel for the provision of coaching and assessing services at the Busy Bear Child Care Center in Alpine County for FY 2016-17 not to exceed **\$1,800** including any County Counsel approved changes. **(ACTION)**
- b. **Stipend Agreement:** with the Marine Corps to provide a stipend for the Mountain Warfare Training-Child Development Center's completion of the FY 2015-16 IMPACT program and, if completed, the FY 2016-17 IMPACT program in the amount dictated by the program's stipend structure not to exceed **\$3,620**. **(ACTION)**
- c. **Hub Local Area Agreement:** with First 5 California to act as the fiscal lead agency for the Region 6 Regional Coordination and Training and Technical Assistance (T&TA) Hub to be funded in the amount of **\$409,112** for the period of July 1, 2016 to June 30, 2020. **(ACTION)**
- d. **ELNAT Data Subscription Agreement:** with American Institutes for Research for the provision of the Early Learning Needs Assessment Tool (ELNAT) and related services in the amount of **\$3,200** for a 12 month subscription. Funding supported through the F5CA Hub agreement. **(ACTION)**
- e. **iPinwheel Database Subscription:** with Early Quality Assessments Inc. for the provision of a database for child care sites participating in quality improvement efforts in the region not to exceed **\$3,000** for FY 2016-17. Funding supported through the F5CA Hub agreement. **(ACTION)**
- f. **Spanish Assessment Contract:** with Progressive Early Assessments Inc. for the provision of Spanish assessments in FY 2016-17 for three child care sites not to exceed **\$5,000** including any County Counsel approved changes. Funding supported through the F5CA Hub agreement. **(ACTION)**

7. Request for Proposals for Hub Coordination

The Commission will consider approval of the request for proposals for coordination of the T &TA Hub. **(ACTION)**

8. First 5 Mono Evaluation Report FY 2015-16 Amendment & Indicator Review

The Commission will review the indicators from the FY 2015-16 Evaluation Report and amend the expenses slide to change the total expenses to read: \$482,390.49 (instead of \$483,390.49). **(ACTION)**

9. Program Updates

Staff and Commissioners will report on the following programs. **(INFORMATION)**

Commission-run Programs

- a. *Child Care Quality: IMPACT Program*
- b. *Regional Child Care Quality: Quality Rating Improvement System (QRIS)*
- c. *Home Visiting: Welcome Baby!, Parenting Partners (CAPIT Grant), and Child Care Provider Home Visitor*
- d. *Breastfeeding Promotion and Outreach*
- e. *Peapod Playgroups (Prop. 63 MHSA)*
- f. *School Readiness Activities*

- 10. Budget Amendment
FY 16-17** Commission will consider the proposed budget amendment to incorporate funds associated with contracts considered in this Commission Meeting. **(ACTION)**
- 11. Year to Date Budget** Staff will report on the First 5 Mono Revenue and Expenditures-to-date. **(INFORMATION)**

Next Commission Meeting: Thursday, April 20, 2017 Mono County Office of Education, Mammoth Lakes Conference Room.

Note: If you need disability modification or accommodation in order to participate in this meeting, please contact the Commission office at (760) 924-7626 at least 48 hours prior to the start of the meeting. Government Code Section 54954.2(a).



Regular Commission Meeting

Minutes

Thursday, December 15, 2016

Mono County Office of Education Conference Room
451 Sierra Park Rd., Mammoth Lakes, California
Bridgeport Conference Room via Polycom

Commissioners Present: Stacey Adler, Chair
Jeanne Sassin, Secretary
Tim Alpers
Bertha Jimenez

Staff Present: Molly DesBaillets, Executive Director
Kaylan Johnson, Administrative Assistant/Fiscal Specialist
Didi Tergesen, IMPACT Coordinator

Guests: Debie Schnadt, Safe Kids Coordinator
Kacee Mahler, Raising A Reader Coordinator

Commission Chair Adler calls the meeting to order at 2:43 pm.

---public hearing opens 2:52pm (Commission quorum met at this time) ---

1. Public Comment

No public comment.

2. Minutes (ACTION)

The approval of the October 20th minutes is tabled. A quorum is not available to approve the minutes because only one commissioner is present who was also present at the October 20th meeting.

3. Commissioner Reports (INFORMATION)

Commissioner Alpers thanks First 5 for the opportunity to serve as a First 5 Commissioner. Mr. Alpers' term on the Mono County Board of Supervisors ends December 30, 2016 and he will be retiring.

Commissioner Adler reports that the Board of Education approved a contract with Footsteps to Brilliance, an early literacy program. She plans to present before the Board of Supervisors to seek further financial support for this program.

Commissioner Sassin appreciates the success of the Bridgeport Preschool after seeing all the kids and the need for school readiness improvement.

4. Director Report (INFORMATION)

Ms. Desbaillets recently presented to the Board of Supervisors, covering First 5 state level policies, news, and information. The First 5 Association projects a decrease of \$1.7 billion in state revenues and are concerned about potential federal cuts with the incoming presidential administration. With this foresight, the First 5 Association is seeking other sources of funding.

The First 5 Association recently signed two pieces of legislation: from the Women's Caucus, prioritizing childcare and early education, and from the Republican Caucus, supporting higher reimbursement rates for Denti-Cal.

5. Commissioner Alpers Recognition and Resignation (ACTION)

Mr. Alpers' term on the Mono County Board of Supervisors ends December 30, 2016 and he will be retiring, thus ending his term as Commissioner for First 5 Mono. Ms. Desbaillets presents Commissioner Alpers with an appreciation plaque for serving on the First 5 Commission. Commissioners thank Mr. Alpers for his time, service, and stories.

ACTION: Commissioners will accept Commissioner Alpers' resignation from the First 5 Mono Commission.

MOTION: Commissioner Sassin

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: none

6. F5 CA Summit Presentation (INFORMATION)

No presentation because Commissioner Leplat is absent from today's meeting.

7. Safe Kids Coordinator (INFORMATION)

The new Safe Kids Coordinator, Debie Schnadt, joins the Commissioners. She has been making contacts around the county to support the Safe Kids program and the upcoming Health and Safety Fairs. Ms. Schnadt passes out information on the updated 2017 Car Seat Laws and the Vehicle No-Smoking Law, clarifying that the law prohibits smoking cigarettes *and* Electronic cigarettes while in a vehicle with a minor.

8. Raising A Reader Update (INFORMATION)

The new Raising A Reader Coordinator, Kacey Mahler, joins the Commission. She is currently visiting 19 sites around the county, every other week, 8 preschools and 11 in-home providers, including 6 Spanish speaking providers. She reads to the children from the Raising A Reader book selections, distributes book bags to participating parents, encourages providers to read with their children, and maintains the Raising A Reader books and bags. Ms. Mahler will hold Family Literacy Nights for the community, promoting reading, literacy, and involving local Child Development students in the process.

9. Contractual Agreements (ACTION)

a. Coaching Mentorship Contract: Ms. Desbaillets presents the contract with Inyo County Superintendent of Schools. ICSOS will contribute \$1000 to First 5 Mono for Mrs. Tergesen's staff time to be trained as a coach, under the ICSOS infant-toddler program.

ACTION: Commissioners will approve the *Coaching Mentorship Contract* with ICSOS

MOTION: Commissioner Alpers

SECOND: Commissioner Sassin

VOTE: Unanimous

ABSTENTIONS: none

b. CDBG Contract Amendments: Ms. Desbaillets presents the amendment to the CDBG Contract between First 5 Mono and Mono County and First 5 Mono and ESUSD. An additional \$36,602 has been authorized for use by the Board of Supervisors for the Benton and Bridgeport childcare/preschool programs. The contract awaits approval by County Counsel.

ACTION: Commissioners will discuss and authorize the Executive Director to sign the *CDBG Contract Amendments* between First 5 Mono and Mono County and First 5 Mono and ESUSD, after approval from County Counsel.

MOTION: Commissioner Alpers

SECOND: Commissioner Sassin

VOTE: Unanimous

ABSTENTIONS: none

10. First 5 Mono Evaluation Report FY 2015-16 (ACTION)

Ms. Desbaillets presents the 2015-16 Evaluation Report, which is available on the First 5 Mono website, www.monokids.org.

Program Participation:

a. Children's overall participation was evenly distributed over the various programs. Peapod participation and Oral Health Outreach decreased due to staff changes over the year.

b. Many families participated in multiple programs.

Home Visiting:

a. First 5 Mono received the most program referrals to Welcome Baby! and Parenting Partners from Labor & Delivery at Mammoth Hospital (39%) and from Home Visitor recruitment (19%).

b. Home Visitors made 724 visits in both Welcome Baby! and Parenting Partners, serving 140 families. There was an increase in high-need families, potentially because there has been greater collaboration with Child Protective Services, there were many low-income families and children with disabilities, and more families have continued into Parenting Partners from Welcome Baby!.

c. Home Visiting demographics averaged 60% Non-Hispanic and 40% Hispanic, with the most families residing in Mammoth.

d. While participating in First 5 programs, 150 families were referred to community organizations and services, with 48% accessing the referral. A common developmental referral was for gross motor skills, specifically children aged 6 months who do not yet roll.

e. Breastfeeding rates for *exclusive breastfeeding at 6 months* decreased. Ms. Desbaillets suggests that this is due to low-income/high-needs families facing higher challenges that prevent long term breastfeeding. The *exclusive breastfeeding rate at 12 months* remains high at 46%. Mothers reported stopping breastfeeding because of low or no milk.

*Exclusive breastfeeding is defined as breast milk only, with or without the addition of solid foods.

f. Most children exited the Welcome Baby! program after turning one-year-old, the age that the program ends. First 5 has a difficult time getting exit surveys from families, despite distributing surveys at the end of the program, mailing surveys, and providing online surveys. However, survey results and comments for Welcome Baby! and Parenting Partners return positive.

School Readiness:

a. Kindergarten Round-Up attendance decreased by 4%. Ms. Desbaillets attributes the decrease to organization changes at Mammoth Elementary. Other School Readiness activities offered were Summer Bridge and School Readiness Assessments (63% of Kindergarteners were assessed as Not Ready in 2015). Teacher and parent surveys were collected after Summer Bridge; both report the children learned school routines, rules and directions, and became familiar with the school.

b. Raising A Reader had 190 participating families, meeting the expected goal. Readers' Theatre visits decreased in 2015-16 due to First 5 staff changes. First 5 also distributed free children's books (First Book) around the community, through Home Visitors, Peapod Playgroups, Early Start, WIC, CPS, and other organizations.

Child Care Quality

a. CARES: Fiscal Year 2015-16 was the final year of CARES, with 26 providers participating.

b. IMPACT: The program served 520 children (73% of the birth to 5 population) thru center and in-home providers, Home Visitors, and Peapod Playgroups. The Ages & Stages Questionnaire were implemented through IMPACT, with 24% of children screened scoring as *suspected delay*, requiring a referral for further evaluation. Most *suspected delays* fell into the fine motor category. First 5 will work with providers to follow up on referrals.

Oral Health

a. Oral Health and Tooth Tutor outreach decreased due to staffing changes. Visits were completed in the spring and fall of FY 2015-16, but to fewer providers than in previous years.

Behavioral Health

a. Peapod participation decreased across the county due to staff on maternity leave.

b. Nineteen families were referred by First 5 for counseling, either to Mono County Behavioral Health or Owens Valley Wellness. This is an increase from previous years.

c. Peapod Parent Surveys indicated that knowledge of behavioral and mental health services is low. First 5 intends to work on advocating for these services at the Peapod Playgroups.

Child Safety

a. The ESUSD and Mammoth Health & Safety Fairs were successful, with a visit from the First 5 CA Health Express Van, Safe Kids participation, bike helmet distribution, and many services and community information offered.

Results & Indicators

a. Results show overall progress on the success of First 5 programs, except the lower Kindergarten Readiness rates. New data was gathered from Sierra Park Dental (children accessing dental care) and the Health Department (Body Mass Index of children). Ms. Desbaillets will present further on Results & Indicators at the Commissioners' request at another time.

ACTION: Commissioners will review and accept the First 5 Mono Evaluation Report FY 2015-16

MOTION: Commissioner Alpers

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: none

11. First 5 Mono Annual Report FY 2015-16 (PUBLIC HEARING)

The Annual Report is the expanded version of Agenda Item 10, and is available for public review at the First 5 office, 365 Sierra Park Rd, Building M, or by calling 760-924-7626. No public comment.

12. First 5 Mono Independent Fiscal Audit FY 2015-16 (PUBLIC HEARING)

Ms. Desbaillets presents the Fiscal Audit, with the positive result of *no findings*. First 5 generally spends the revenue amount, shown on the audit as revenue of \$482,422 and expenses of \$482,390.

13. Program Updates (INFORMATION)

a. Child Care Quality: IMPACT

Mrs. Tergesen reports on the professional development opportunities available to providers participating in IMPACT. These include monthly trainings in cooperation with IMACA, Alpine County, and Inyo County; completing the Ages & Stages Questionnaire with students, taking Early Childhood Education college courses, UC Davis Spanish language trainings, First 5 and ICSOS Provider Visits, MyTeachstone self-guided online trainings, and the CLASS course provided by Inyo County.

Mammoth Elementary principal Roseanne Lampariello will hold a Spanish Kindergarten Readiness training in February, also translated to English. MCOE and First 5 are distributing the monthly English/Spanish *Early Years Newsletter* to all childcare sites around the county.

The Childcare Provider Appreciation Training and Dinner is scheduled for May 19 and is currently being coordinated.

b. Regional Child Care Quality: Quality Rating Improvement System (QRIS)

Ms. Desbaillets reports on the QRIS system that is a collaborative effort with First 5 Mono, ICSOS, and First 5 Alpine. Meetings have been held in person and are planned for the future, with the purpose of finalizing the regional Hub application, and solidifying regional databases and systems.

c. Home Visiting: Welcome Baby! and Parenting Partners (CAPIT Grant) and Child Care Provider Home Visitor

Programs are running strongly with no change to report.

d. Breastfeeding Promotion and Outreach

Mammoth Hospital is organizing and holding a Childbirth Education class and would like First 5 to teach the Breastfeeding Education night. First 5 is excited to participate and will also provide translation for this night.

e. Peapod Playgroups

A new Lee Vining Peapod Leader was hired, Annaliesa Calhoun, who is also the current leader for Crowley Peapod. The Mammoth Spanish Peapod Leader job is still open for applications.

f. School Readiness Activities

The 2017 Health & Safety Fairs and Kindergarten Round-Ups are scheduled for March and Ms. Desbaillets is organizing participants.

---public hearing closed at 3:54 pm---

14. First 5 Mono Independent Fiscal Audit FY 2015-16 (ACTION)

ACTION: Commission to approve the 2015-16 Independent Fiscal Audit

MOTION: Commissioner Alpers

SECOND: Commissioner Sassin

VOTE: Unanimous

ABSTENTIONS: None

15. First 5 Mono Annual Report FY 2015-16 (ACTION)

ACTION: Commission to approve the First 5 Mono Annual Report FY 2015-16

MOTION: Commissioner Sassin

SECOND: Commissioner Adler

VOTE: Unanimous

ABSTENTIONS: None

16. Year to Date Budget (INFORMATION)

Ms. Johnson reports First 5 has received Quarter 1 revenue. Mid-year expenses are on target with budget predictions, excepting the high Welcome Baby! Home Visitor mileage, which will be accounted for in CAPIT Training & Travel, and the high IMPACT Coordinator benefits expected to be reimbursed by MCOE.

Meeting adjourned at 4:00 pm.

Next meeting scheduled for February 16, 2017 in the Conference Room at Mono County Office of Education, Mammoth Lakes.

**AGREEMENT BETWEEN MONO COUNTY, ON BEHALF OF THE MONO COUNTY
CHILDREN AND FAMILIES COMMISSION, AND JENNIFER DENZEL
FOR THE PROVISION OF CHILDCARE PROVIDER
ASSESSMENT AND COACHING SERVICES**

INTRODUCTION

WHEREAS, the Mono County Children and Families Commission (an agency of Mono County charged with planning, developing, and implementing programs on behalf of the County that support early development of children up to five years of age within Mono County and hereinafter referred to as the "Commission") may have the need for the childcare provider assessment and coaching services of **Jennifer Denzel**, of **Elk Grove, California** (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the Commission, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the Commission to the Contractor to perform under this Agreement will be made by Molly DesBaillets, whose title is Executive Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the Commission's need for such services. The Commission makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the Commission under this Agreement. By this Agreement the Commission incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the Commission should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the Commission's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and Commission laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from **February 16, 2017**, to **June 30, 2017**, unless sooner terminated as provided below. The Agreement shall renew automatically beginning July 1, 2017 and continue in effect from fiscal year to fiscal year thereafter until terminated by either party in accordance with paragraph 14.

3. **CONSIDERATION.**

A. Compensation. Commission shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at Commission's request.

B. Per Diem. Contractor will **not** be reimbursed for per diem costs that Contractor incurs in providing services and work requested by the Commission under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from Commission or from the County of Mono, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the Commission or Mono County to Contractor for services and work performed under this Agreement shall not exceed one thousand eight hundred fifty dollars (**\$1,850**) in the first fiscal year that this Agreement remains in effect or any subsequent fiscal year thereafter (hereinafter referred to as "contract limit"). Commission expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit. The Commission will annually develop a scope of work and contract limit with the Contractor by June 1 of each fiscal year that the agreement remains in effect.

E. Billing and Payment. Contractor shall submit to the Commission, once a month, an itemized statement of all services and work described in Attachment A, which were done at the Commission's request. This statement will be submitted to the Commission not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work that were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, the Commission shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, Commission will not withhold any federal or state income taxes or social security from any payments made by Commission to Contractor under the terms and conditions of this Agreement.

(2) Commission shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499).

(3) Except as set forth above, Commission has no obligation to withhold any taxes or payments from sums paid by Commission to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. Commission has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by Commission to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the Commission. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with Commission to ensure that all services and work requested by Commission under this Agreement will be performed within the time frame set forth by Commission.

5. **REQUIRED LICENSES, CERTIFICATES, IMMUNIZATIONS, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, immunizations and permits in full force and effect. Licenses, certificates, immunizations and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the Commission. Contractor will provide Commission, upon execution of this Agreement, with evidence of current and valid licenses, certificates, immunizations and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and Commission as to what licenses, certificates, immunizations and permits are required to perform the services identified in Attachment A, Commission reserves the right to make such determinations for purposes of this Agreement.

6. **OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement, except as where specifically noted in Attachment A. Commission is not obligated to reimburse or pay Contractor for any expense or cost incurred by

Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COMMISSION PROPERTY.

A. Personal Property of Commission. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by Commission pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the Commission. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Commission. At the termination of the Agreement, Contractor will convey possession and title to all such properties to Commission.

8. WORKERS' COMPENSATION.

Where required by law, Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+".

Prior to commencing any work under this agreement, Contractor shall provide Commission: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono and the Mono County Children and Families Commission, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the Commission. This coverage may be obtained, at the Contractor's expense.

- B. Automobile Liability Insurance. Contractor shall provide Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles utilized by Contractor in the performance of those services set forth in Attachment A. This coverage may be waived by Mono County Risk Management in writing if it is determined there is no significant exposure to these risks.
- C. Professional Errors and Omissions Liability Insurance. Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. This may be obtained, at Contractor's expense, through Mono County Risk Management.
- D. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Commission and Mono County Risk Management. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Commission and Mono County, their officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Commission and Mono County Risk Management guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the Commission or of Mono County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the Commission or Mono County, except as expressly provided by law or set forth in Attachment A. No

agent, officer, or employee of the Commission or of Mono County is to be considered an employee of Contractor. It is understood by both Contractor and Commission that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to Commission only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to Commission's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of Commission or of Mono County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless the Commission, the County of Mono, their agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the Commission, the County of Mono, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the Commission, Mono County, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of Commission or Mono County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that Commission determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, Commission has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. **NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. **CANCELLATION.**

This Agreement may be canceled by Commission without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving to Commission thirty (30) days written notice of such intent to cancel.

15. **ASSIGNMENT.**

This is an agreement for the personal services of Contractor. Commission has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the Commission.

16. **DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by the Commission in a timely manner, or fails in any way as required to conduct the work and services as required by the Commission, the Commission may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, Commission will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. **WAIVER OF DEFAULT.**

Denzel, Jennifer Early Childhood Education Consultant/ CLASS observer and Coach
Page 7 of 15

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY.

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the Commission.

19. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the Commission in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the Commission, or who has been an adverse party in litigation with the Commission, and concerning such, Contractor by virtue of this Agreement has gained access to the Commission's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or Commission statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of the Commission to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Commission has the option to terminate, reduce, or modify this Agreement, or any of its terms

within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or Commission shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

Commission: Molly DesBaillets, Executive Director
Mono County Children and Families Commission
PO Box 130
Mammoth Lakes, California 93514

Contractor:
Jennifer Denzel
9630 Bruceville Road
Suite 106 #299
Elk Grove, CA 95757

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS ____ DAY OF _____, _____.**

COMMISSION

CONTRACTOR

By: _____

By: _____

Jennifer Denzel

Denzel, Jennifer Early Childhood Education Consultant/ CLASS observer and Coach
Page 9 of 15

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Legal Counsel for Commission

County of Mono Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN MONO COUNTY, ON BEHALF OF THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION, AND JENNIFER DENZEL FOR THE PROVISION OF CHILDCARE PROVIDER ASSESSMENT AND COACHING SERVICES

TERM:

FROM: February 16, 2017

TO: June 30, 2017

SCOPE OF WORK:

- 1) Contractor shall conduct one (1) CLASS assessment doing 4 – 6 cycles at Busy Bear Childcare Center between February and April of 2017. This shall be compensated at the rate of \$300 per assessment (\$300.00).
- 2) The CLASS assessment shall include a write up of individual narratives for each observation of each classroom observed describing the presence and absence of behaviors sought by the CLASS observation tool to be used by coaches and teachers to guide teaching practice improvement. This shall be compensated at the rate of \$100.00 per narrative.
- 3) Contractor shall conduct coaching doing 4 – 6 cycles with staff between February and June 2017. This shall be compensated at the rate of \$120.00 per hour not to exceed 5 hours (for a total amount not to exceed \$600.00).
- 4) Travel shall be compensated at a rate of \$.57 per mile and with a \$50.00 stipend per visit to the classroom for a maximum of 5 visits (and for a total amount of all travel expenses not to exceed \$850.00).
- 5) A protocol for the narrative shall be followed per the example below.
- 6) Contractor shall schedule dates for CLASS assessments with the site supervisor using the contact information provided by the Commission. In order to avoid scheduling conflicts or misunderstandings, an email confirming the date and time of the assessment shall be sent by Contractor to the site supervisor as well as to Didi Tergesen, Program Coordinator for Commission at: dtergesen@monocoe.org.
- 7) In the event that the Contractor is not able to provide the assessment on the agreed-upon date, the site supervisor and lead teacher will be notified at the earliest possible time, and

Denzel, Jennifer Early Childhood Education Consultant/ CLASS observer and Coach
Page 11 of 15

the assessment will be rescheduled at no cost to the Commission. Didi Tergesen, the Project Coordinator, shall be informed of any changes to the assessment schedule.

- 8) All CLASS data is to be kept confidential and provided to the Project Coordinator upon completion of the observation and narrative. This data is collected for the purposes of measuring and improving teacher practices for the Childcare Quality System a both project of the Mono Childcare Quality Consortium.
- 9) Score sheets shall be purchased by the Contractor who shall invoice for the actual costs of the materials.
- 10) Completed score sheets shall be returned to the Didi Tergesen along with a typed narrative report (see template below).
- 11) Upon completion of the assigned CLASS assessments and narrative reports, the Contractor will submit a detailed invoice for payment of services that includes the dates and classrooms/sites assessed.
- 12) Upon completion of the assigned coaching, the Contractor shall submit a detailed invoice and a narrative from each visit for payment of services that includes the dates and classrooms/sites assessed.

Pre-K CLASS Narrative Template

Site: _____ Lead Classroom: _____
Teacher: _____ Date Assistant Teachers or Aides: _____
of Observation: _____ Time Frame: _____

Emotional Support

Positive Climate: Score _____

Negative Climate: Score _____

Teacher Sensitivity: Score _____

Regard for Student Perspectives: Score _____

Classroom Organization

Behavior Management: Score _____

Productivity: Score _____

Instructional Support

Denzel, Jennifer Early Childhood Education Consultant/ CLASS observer and Coach
Page 13 of 15

Concept Development: Score _____

Quality of Feedback: Score _____

Language Modeling: _____

ATTACHMENT B

**AGREEMENT BETWEEN MONO COUNTY, ON BEHALF OF THE MONO COUNTY
CHILDREN AND FAMILIES COMMISSION, AND JENNIFER DENZEL
FOR THE PROVISION OF CHILDCARE PROVIDER
ASSESSMENT AND COACHING SERVICES**

TERM:

FROM: February 16, 2017

TO: June 30, 2017

SCHEDULE OF FEES:

FY 2016-17 PROJECT BUDGET

Professional Fees	\$1,000
CLASS Assessment @ \$300 per classroom	
▪ <i>Four 20-minute cycle observations and score sheet</i>	<i>\$300</i>
Narrative @ \$100 per classroom	
▪ <i>Written observation narrative and feedback meeting</i>	<i>\$100</i>
Coaching @ \$120 per hour not to exceed 8 hours per day	
▪ <i>Up to 5 hours Content: environment, classroom relationship building, scheduling, curriculum</i>	<i>\$600</i>
Travel	\$850
• <i>\$.57 per mile and \$50 per trip stipend to visit the classroom, not to exceed 5 trips</i>	

Total project FY 2016-17 Not-to-Exceed

\$1,850

///////////////// NOTHING FOLLOWS ///////////////////



December 1, 2016

Molly DesBaillets
First 5 Mono County
365 Sierra Park Road, Bldg. M
PO Box 130
Mammoth Lakes, CA 93546
760-924-7626
mdesbaillets@monocoe.org

MARINE CORPS COMMUNITY SERVICES SPONSORSHIP AGREEMENT

1. **Parties in Agreement.** This Agreement is between Marine Corps Community Services, Marine Corps Base Bridgeport, CA hereinafter called "**MCCS**" and First 5 Mono County located at 365 Sierra Park Road, Bldg. M, Mammoth Lakes, CA 93546 hereinafter referred to as "**SPONSOR.**"
2. **Authority and Legal Status.** MCCS Morale, Welfare and Recreation (MWR) activities are an integral part of the Department of Defense (DoD), and Non-Appropriated Fund (NAF) Instrumentalities of the United States Government. DoD Instruction 1015.10 and Marine Corps Order P1700.27B authorize MCCS to engage in commercial sponsorship. Commercial sponsorship is the act of providing assistance, funding, goods, equipment (including fixed assets), or services to MCCS MWR programs and events by an individual, agency, association, company or corporation, or other entity for a specific period of time in return for public recognition or advertising promotions. Governing law under this Agreement is that of the United States Government.
3. **Event or Program to be Sponsored.** **SPONSOR** agrees to support the First 5 California "Improve and Maximize Programs so All Children Thrive" (IMPACT) program for the 2015-2016 and 2016-2017 school years aboard the Marine Corps Mountain Warfare Training Center (MCMWTC) in Bridgeport, California beginning December 1, 2016 ending July 31, 2017.

4. **Scope of the Agreement.**

a. **SPONSOR** agrees to provide:

- 1) Sponsorship of Six Hundred Twenty Dollars (\$620.00) for the IMPACT Ages & Stages Questionnaire for the 2015-2016 school year.
- 2) Sponsorship up to Three Thousand Dollars (\$3,000.00) for the continuing education of the staff and children at the Child Development Center in relation to the IMPACT program for the 2016-2017 school year.
- 3) All necessary information to produce the marketing materials for the IMPACT program.

b. **MCCS** agrees to provide the following recognition and promotion opportunities:

- 1) Name/Logo representation on all CYTP print and digital marketing elements.
- 2) Completion of all required trainings, surveys, and educational classes as outlined in the IMPACT program.
- 3) Distribution of 2015-2016 end of the school year Ages and Stages Questionnaire results to all installation families.
- 4) Distribution of 2016-2017 beginning of the school year Ages and Stages Questionnaire results to all installation families.
- 5) End of 2016-2017 school year; documentation of completed trainings, education, and other activities as decided upon in the site plan at the beginning of the school year.
- 6) Allocation of all funding sponsorship to the Mountain Warfare Training Center Child Development Center.

5. **Payment Terms:** SPONSOR agrees to provide a maximum of Three Thousand Six Hundred Twenty Dollars (\$3,620.00), as stated in Agreement Section 4.a., as follows:

- a. One payment of Six Hundred Twenty Dollars (\$620.00) for completion of the FY 2015-2016 Ages and Stages Questionnaires due on or before July 31, 2017.
- b. One payment not to exceed Three Thousand Dollars (\$3,000.00) upon completion of IMPACT program requirements and determination by the First 5 IMPACT Program Coordinator that MCCS has met the requirements of the Childcare Quality Program for FY 2016-17, which is, at a minimum: 21 hours of professional development for a minimum of 50% of the teaching staff and providing all families an Ages and Stages Questionnaire in August-September of the 2016-2017 school year. This payment will be made to MCCS, provided they have met the above-mentioned standards due on or before July 31, 2017.
- c. The SPONSOR shall make all checks payable to MCCS and shall include **SP 16-000** on the Memo or Reference line of the check. Payment shall be mailed to the address provided below:

MCCS Marketing – Bldg. 1024
MCAGCC - Box 788150
Twentynine Palms, CA 92278-8150
Attention: Sponsorship & Advertising
Manager

**SPONSOR is to make any and all checks payable to MCCS.
Please include SP 16-093 on the Memo or Reference line of
your check. Payment shall be mailed to:**

MCCS Marketing – Bldg. 1024 MCAGCC – Box 788150
Twentynine Palms, CA 92278-8150 Attention: Sponsorship &
Advertising Manager

6. **Cost of Sponsorship.** SPONSOR agrees that no amount of its cost of sponsoring the Event described in this Agreement will be charged to any entity or subdivision of the Federal Government under any circumstances. By entering into this Agreement, SPONSOR understands that there is no implication or promise on the part of MCCS or the United States Marine Corps to obligate or award appropriated funds for future business with SPONSOR.

7. **Disclaimer.** The United States Marine Corps and the Federal Government, including MCCS, are prohibited from officially endorsing or favoring sponsors. The parties agree that MCCS is required to disclaim official endorsement in any public recognition or media associated with a sponsored event.

8. **Insurance.** By affixing its signature to this agreement, **SPONSOR** certifies that it has a standard Comprehensive General Liability Policy. If requested, **SPONSOR** shall supply Organizer with such evidence of coverage. Organizer assumes no responsibility for loss or damage to **SPONSOR's** goods or products while aboard the installation. **SPONSOR** certifies that it has automobile bodily injury and property damage insurance in an amount sufficient to comply with state insurance requirements.

9. **Indemnity.** The parties agree to mutually indemnify, including the cost to defend each of the other, and their officers, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of each of the other, and its employees or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of either party; and does not apply to any passive negligence of one of the parties unless caused at least in part by the other party.

10. **Trademarks and Copyrights.** **SPONSOR's** trademarks, copyrights, label designs, identifying marks, artwork, images, and other symbols and devices (hereinafter referred to as "intellectual property") associated with **SPONSOR's** products or services are and shall remain **SPONSOR's** property. **SPONSOR** hereby authorizes **MCCS** to use **SPONSOR's** intellectual property in advertising during the term of this Agreement. The right to use **SPONSOR's** intellectual property is non-exclusive, not assignable, and non-transferrable. All uses by **MCCS** of **SPONSOR's** intellectual property shall inure solely to the benefit of the **SPONSOR**. **SPONSOR** avers that it is the rightful legal owner of the intellectual property and, as such, possesses authority to grant **MCCS** permission to use the intellectual property. **SPONSOR** agrees to indemnify **MCCS** against any and all claims against **MCCS** regarding the use of **SPONSOR's** intellectual property.

11. **Independent Contractor.** **SPONSOR** agrees to perform this Agreement as an independent contractor. This Agreement shall not be construed as creating an agency, partnership, joint venture or employment relationship between the parties.

12. **Non-Exclusivity.** This Agreement does not confer to **SPONSOR** an exclusive right to promote its products in the **MCCS** Commercial Sponsorship Program. **MCCS** reserves the right to accept sponsorships from entities competitive to **SPONSOR**.

13. **Assignment.** This Agreement is not assignable in whole or in part by any party hereto in the absence of prior written consent by the other party.

14. **Termination**. Either party may immediately terminate the Agreement as follows:

- a. Upon a material breach of Agreement terms.
- b. If the Event must be cancelled due to circumstances beyond reasonable control of either party such as an act of God, weather delays, Government restrictions and mission requirements, or unforeseen commercial delays. If the event is cancelled in whole or in part due to such reasons, **MCCS** may either refund sponsorship fees and in-kind items provided or reschedule the Event and provide all of the advertising and sponsorship rights set forth in this Agreement at no additional charge to **SPONSOR**.
- c. Upon twenty-one (21) days written notice to the other party for any reason. If **MCCS** terminates this Agreement by written notice, it shall be without penalty. Should **SPONSOR** terminate this Agreement by written notice, **SPONSOR** agrees to compensate **MCCS** for reasonable costs incurred.

15. **Disputes**. This Agreement is not subject to the Contract Disputes Act of 1978 (41 U.S.C. §§601-613). All disputes arising under or relating to this Agreement shall be resolved under this clause. All disputes relating to this agreement will be decided by the **MCCS** Contracting Officer, who will issue a written Final Decision and mail or otherwise furnish a copy thereof to **SPONSOR**. The Contracting Officer's decision will be final and conclusive unless within 90 (ninety) days from the date of **SPONSOR**'s receipt of the Contracting Officer's Final Decision, **SPONSOR** mails or otherwise furnishes the Contracting Officer a written appeal (two copies) addressed to the Director, **MCCS**, Twentynine Palms, CA. The decision of the Director is final and conclusive and not subject to further appeal.

MCCS Bridgeport
SP 16-013

IN WITNESS WHEREOF, the parties have below executed this Agreement.

For **SPONSOR**:


Molly DesBailliets Date
First 5 Mono County
365 Sierra Park Road, Bldg. M
PO Box 130
Mammoth Lakes, CA

For **MCCS**:

PEMBERTON.KASSANDRA.MARIE.1247865337
RA.MARIE.1247865337
Digitally signed by PEMBERTON.KASSANDRA.MARIE.1247865337
DN: c=US, o=U.S. Government, ou=DoD, ou=FKI,
ou=OSI/EP,
cn=PEMBERTON.KASSANDRA.MARIE.1247865337
Date: 2016.12.20 10:02:56 -08'00'

Kassandra Pemberton Date
Sponsorship & Marketing Specialist
Marine Corps Community Services
MCMWTC, MCCS, Bridgeport, CA

For **MCCS**:



Mike McClure Date
Deputy Director
Marine Corps Community Services
MCMWTC, MCCS, Bridgeport, CA

Note: Please return the signed copy (SIGNATURE PAGE ONLY)
by email to Kassandra.Pemberton@usmc-mccs.org



February 2, 2017

Molly DesBaillets,
Executive Director
First 5 Mono County
365 Sierra Park Road, Bldg. M
Mammoth Lakes, CA 93546

Re: Contract: LAA T&TA Hub 2016-06 (Region 6)

Dear Ms. Desbaillets:


Enclosed for your review and signature, are the following documents.

1. One (1) Agreement packet. (a signature page and all attachments). Please review and retain this packet for your files. You will receive another copy when the Agreement has been fully executed (signed by both parties).
2. Two (2) copies of the signature page. **Please sign and date both signature pages** and return them to:

Debora Remington
First 5 California
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833

Expeditious handling of this Agreement is appreciated, as it cannot be considered binding on either party until it is fully executed. No services shall be provided prior to final approval, as the State is not obligated to make any payments on a contract prior to final execution.

Sincerely,


DEBORA REMINGTON
Contracts and Procurement

Enc:2



Item #6c
DATE: July 1, 2016 Mtg. Date 2/16/2017
PROGRAM: Regional Coordination and Training
and Technical Assistance (T&TA) Hubs
CONTROL NO.: LAA T&TA Hub 2016-06
(Region 6)

LOCAL AREA AGREEMENT FOR FIRST 5 CALIFORNIA FUNDS

This Agreement is entered into between First 5 California and the Hub Fiscal Lead Agency named below.

Name of Hub Fiscal Lead Agency	First 5 Mono		
The term of this Agreement is	July 1, 2016	through	June 30, 2020
The maximum amount of this Agreement is	\$409,112.00		

The parties agree to comply with the terms and conditions of the following Exhibits and Attachments, which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	8 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit B-1	Additional Budget Detail and Payment Provisions	3 pages
Exhibit C	General Terms and Conditions	9 pages

Region 6 Hub Application (Forms 1,2,3, and 4) dated January 25, 2017, is incorporated by reference and made a part of this Agreement. A copy of said Hub Application is located at First 5 California, 2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833-4247. Future amendments to the Hub Application shall replace any previous Hub Application, assuming the approved amendments have been signed by the same signator below or the signator's designee.

In Witness Whereof, this agreement has been executed by the parties identified below.

STATE OF CALIFORNIA		CONTRACTOR (HUB FISCAL LEAD AGENCY)	
AGENCY NAME		HUB FISCAL LEAD AGENCY NAME	
First 5 California		First 5 Mono	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Diane Levin, Chief Deputy Director		Molly DesBaillets, Executive Director	
ADDRESS		P.O. Box 130	
2389 Gateway Oaks Drive, Suite 260		Mammoth Lakes, CA 93546	
Sacramento, CA 95833-4247			

First 5 California Office Use Only

Fund Title	Item	FY	Projected Allocation	Amount Encumbered by this Document
Unallocated	4250.5432000.926.0639	2016/17	\$42,414.00	\$409,112.00
Unallocated	4250.5432000.926.0639	2017/18	\$122,663.00	
Unallocated	4250.5432000.926.0639	2018/19	\$122,663.00	
Unallocated	4250.5432000.926.0639	2019/20	\$121,372.00	Object Code-PCA
AGREEMENT TOTAL			\$409,112.00	4250-5432000.926-99916

I CERTIFY upon my own personal knowledge that funds are available in the current budget year for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

Any provision of this Agreement found to be in violation of federal and/or state statute or regulation shall be invalid, but such finding shall not affect the remaining provisions of this Agreement.



DATE:
PROGRAM:

July 1, 2016
Regional Coordination and Training
and Technical Assistance (T&TA) Hubs
LAA T&TA Hub 2016-06
(Region 6)

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AGENCY NAME First 5 California		HUB FISCAL LEAD AGENCY NAME First 5 Mono	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Diane Levin, Chief Deputy Director		PRINTED NAME AND TITLE OF PERSON SIGNING Molly DesBaillets, Executive Director	
ADDRESS 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833-4247		P.O. Box 130 Mammoth Lakes, CA 93546	

First 5 California Office Use Only

Fund Title	Item	FY	Projected Allocation	Amount Encumbered by this Document
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AGREEMENT TOTAL			\$409,112.00	4250-5432000.926-99916

I CERTIFY upon my own personal knowledge that funds are available in the current budget year for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

Any provision of this Agreement found to be in violation of federal and/or state statute or regulation shall be invalid, but such finding shall not affect the remaining provisions of this Agreement.



DATE:
PROGRAM:

CONTROL NO.:

Item #6c

Mtg. Date 2/16/2017

Keep this copy

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Name of Hub Fiscal Lead Agency	First 5 Mono	
The term of this Agreement is	July 1, 2016	thro
The maximum amount of this Agreement is	\$409,112.00	

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BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Diane Levin, Chief Deputy Director		PRINTED NAME AND TITLE OF PERSON SIGNING Molly DesBaillets, Executive Director	
ADDRESS 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833-4247		P.O. Box 130 Mammoth Lakes, CA 93546	

First 5 California Office Use Only				
Fund Title	Item	FY	Projected Allocation	Amount Encumbered by this Document
Unallocated	4250.5432000.926.0639	2016/17	\$42,414.00	\$409,112.00
Unallocated	4250.5432000.926.0639	2017/18	\$122,663.00	
Unallocated	4250.5432000.926.0639	2018/19	\$122,663.00	
Unallocated	4250.5432000.926.0639	2019/20	\$121,372.00	Object Code-PCA
AGREEMENT TOTAL			\$409,112.00	4250-5432000.926-99916
I CERTIFY upon my own personal knowledge that funds are available in the current budget year for the period and purpose of the expenditure stated above.				
ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	

Any provision of this Agreement found to be in violation of federal and/or state statute or regulation shall be invalid, but such finding shall not affect the remaining provisions of this Agreement.



Item #6c
DATE: July 1, 2016^{Mtg. Date 2/16/2017}
PROGRAM: Regional Coordination and Training
and Technical Assistance (T&TA) Hubs
CONTROL NO.: LAA T&TA Hub 2016-06
(Region 6)

LOCAL AREA AGREEMENT FOR FIRST 5 CALIFORNIA FUNDS

This Agreement is entered into between First 5 California and the Hub Fiscal Lead Agency named below.

Name of Hub Fiscal Lead Agency	First 5 Mono		
The term of this Agreement is	July 1, 2016	through	June 30, 2020
The maximum amount of this Agreement is	\$409,112.00		

The parties agree to comply with the terms and conditions of the following Exhibits and Attachments, which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	8 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit B-1	Additional Budget Detail and Payment Provisions	3 pages
Exhibit C	General Terms and Conditions	9 pages

Region 6 Hub Application (Forms 1,2,3, and 4) dated January 25, 2017, is incorporated by reference and made a part of this Agreement. A copy of said Hub Application is located at First 5 California, 2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833-4247. Future amendments to the Hub Application shall replace any previous Hub Application, assuming the approved amendments have been signed by the same signator below or the signator's designee.

In Witness Whereof, this agreement has been executed by the parties identified below.				
STATE OF CALIFORNIA		CONTRACTOR (HUB FISCAL LEAD AGENCY)		
AGENCY NAME First 5 California		HUB FISCAL LEAD AGENCY NAME First 5 Mono		
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Diane Levin, Chief Deputy Director		PRINTED NAME AND TITLE OF PERSON SIGNING Molly DesBaillets, Executive Director		
ADDRESS 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833-4247		P.O. Box 130 Mammoth Lakes, CA 93546		
First 5 California Office Use Only				
Fund Title	Item	FY	Projected Allocation	Amount Encumbered by this Document
Unallocated	4250.5432000.926.0639	2016/17	\$42,414.00	\$409,112.00
Unallocated	4250.5432000.926.0639	2017/18	\$122,663.00	
Unallocated	4250.5432000.926.0639	2018/19	\$122,663.00	
Unallocated	4250.5432000.926.0639	2019/20	\$121,372.00	Object Code-PCA
AGREEMENT TOTAL			\$409,112.00	4250-5432000.926-99916
I CERTIFY upon my own personal knowledge that funds are available in the current budget year for the period and purpose of the expenditure stated above.				
ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	

Any provision of this Agreement found to be in violation of federal and/or state statute or regulation shall be invalid, but such finding shall not affect the remaining provisions of this Agreement.

**EXHIBIT A
SCOPE OF WORK
(Local Area Agreement)**

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(B) authorizes the expenditure of funds from the California Children and Families Trust Fund to ensure that children are ready to enter school. It also authorizes the development of programs focusing on education, including, but not limited to, the development of educational materials, professional and parent education and training, and technical support for county commissions. HSC section 130125(i) provides First 5 California the authority to allocate funds to county commissions to carry out the purposes of the Act.

In April 2015, the First 5 California Children and Families Commission approved a total of \$190 million in funding for Fiscal Years (FY) 2015-6 through 2019-20 for First 5 Improve and Maximize Programs so All Children Thrive (IMPACT) without fiscal year constraints and as long as sufficient resources exist to expend the allocated funds. The majority of First 5 IMPACT funding is allocated to local consortia (\$122 million) implementing a local Quality Improvement System (QIS) or Quality Rating and Improvement System (QRIS), and \$18 million of the \$190 million is earmarked for the implementation and operation of Regional Coordination, and Training and Technical Assistance Hubs (Hubs). In addition, First 5 California has allocated \$3.5 million to reimburse Hubs for the use of a data system. These funds are in addition to the \$18 million for Hub implementation and are designed to support data system development, management, and use, as well as preparation and submission of the Common Data Fields file to First 5 California.

The period of funding and program authority to operate the Hubs is April 1, 2016, through June 30, 2020, based on a state fiscal-year basis (July 1 through June 30). Regional expenditures prior to and after the period of program authority shall not be eligible for reimbursement.

2. Program Description, Purpose, and Goals

First 5 IMPACT supports four key areas, including County/Regional Allocations; Hubs; State-level System Support, and Statewide Training and Technical Assistance (T&TA; and Evaluation and Research Projects.

Drawing from research on collective impact, Hubs are designed to:

- A) Help coordinate local and regional California Quality Rating and Improvement System (CA-QRIS) implementation across multiple systems.
- B) Leverage local and state resources to help consortia integrate county, state, and national research and promising practices into First 5 IMPACT work.

**EXHIBIT A
 SCOPE OF WORK
 (Local Area Agreement)**

- C) Create regional efficiencies of the early learning system by developing cross-region strategies in agreed-upon areas for quality improvement, staffing, data collection, and systems development, thereby reducing duplication of efforts.
- D) Increase local capacity, build on existing strengths, increase efficiency, and meet local needs

3. Commencement of Services

Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor. First 5 California is not authorized to reimburse the Contractor for expenditures incurred outside the approved performance period of this Agreement.

4. Project Representatives

First 5 IMPACT Hub Region 6 is composed of three California counties, including Alpine, Inyo and Mono. The lead agency for Hub Region 6 is First 5 Mono. The Project Representatives during the term of this Agreement shall be:

First 5 California	HUB Fiscal Lead Agency
Laxmi Gurajada	Molly DesBaillets
2389 Gateway Oaks Drive, Suite 260	PO Box 130
Sacramento, CA 95833	Mammoth Lakes, CA 93546
Phone: (916) 263-1155	Phone: (760) 924-7626
E-mail: lgurajada@ccfc.ca.gov	E-mail: mdesbaillets@monocoe.org

5. Funds

Hub funds shall be expended only for the purposes expressed in the Hub's approved application and may be used only to supplement existing levels of service. Hub funds must not supplant existing local, state, or federal funding, such as California State Preschool Program (CSPP) QRIS Block Grant and Infant/Toddler (IT) QRIS Block Grant funds; only supplemental costs may be charged. No monies from the First 5 California accounts shall be used to supplant state or local general fund money for any purpose.

Hub funds are not intended for direct services, but rather to support the implementation of regional efficiencies within First 5 IMPACT and the CA-QRIS. No project or activity can be approved that proposes to provide direct services (e.g., increasing early learning program slots), supports only one program type or sites

**EXHIBIT A
SCOPE OF WORK
(Local Area Agreement)**

that are at one specific level of quality (e.g., only preschool programs at Tier 5), or provides a service required by State law. For example, any project that solely provides special education services for children with disabilities cannot be approved because special education is already required by State law with special funds appropriated to pay for it. In like manner, basic kindergarten programs would not be approved.

The Contractor shall implement all activities as outlined in First 5 IMPACT Region 6 Hub Application, approved January 25, 2017.

6. Hub Fiscal Lead Agency Responsibilities

The Hub Fiscal Lead Agency shall be responsible for the oversight and administration of the Hubs, including all requirements and responsibilities outlined in the Request for Application (RFA)

http://www.cafc.ca.gov/pdf/programs/impact/F5_IMPACT_RFA_Amended_8-11-15.pdf, and fiscal accountability for state and local funds. All requirements and responsibilities described in the RFA are material to the award of Hub funds.

Reimbursement and expenditure claims are contingent on the Hub Fiscal Lead Agency's performance of and compliance with these responsibilities and requirements.

The Hub Fiscal Lead Agency's submission of the documents required in the RFA constitutes its assurances that it shall meet all requirements (program, administrative, evaluation, and fiscal) of the Hub and retain records that substantiate its performance and compliance. For monitoring and auditing purposes, the Hub Fiscal Lead Agency shall follow all fiscal accounting, reporting, and auditing standards required by First 5 CA, including, but not limited to, applicable sections of the First 5 Financial Management Guide.

If the Hub Fiscal Lead Agency is found to be out of compliance with any program, administrative, evaluation, or fiscal requirements, subsequent expenditure reimbursements shall be contingent upon the Hub Fiscal Lead Agency's diligence in achieving the objectives provided by First 5 California in a written corrective action plan. In addition, prior reimbursements may be subject to recovery by the State if required by public contracting rules

7. Implementation

In order to accomplish the system goals, the Hub plays two essential roles to support consortia in the region. Consortia participating in the Hub should work together to determine the best way to carry out the following two Hub roles:

**EXHIBIT A
SCOPE OF WORK
(Local Area Agreement)**

- A. Basic coordination, project management, and systems-building activities for consortia participating in the Hub.

The Hub is required to:

1. Identify a method to facilitate the work of the Hub using an equitable, inclusive, unbiased process for engaging all consortia in the region, making decisions, and carrying out agreed-upon regional activities which support the implementation of the CA-QRIS in each consortium. Hubs are intended to be a support mechanism (not monitors) for consortia in the Hub.
2. Coordinate the selection of a data system and manage data collection and reporting for consortia in the region. This support may include QIS/QRIS data system contracting, identifying a regional data system coordinator, access to an online planning data query tool, support for the California Early Care and Education Workforce Registry (Registry), or a combination of these activities.

In addition to the Hub allocation, First 5 California shall reimburse the Hub Lead Agency up to \$150 per site per year during Fiscal Years 2016-17 through 2019-20 for the procurement, coordination, and use of First 5 IMPACT QRIS data system(s) for consortia in the Hub region. These funds also are designed to support preparation of the Common Data Fields file for First 5 CA.

Data system support funds are optional, and may be used to:

- Hire a QRIS data system coordinator to manage regional contracts(s) with data system vendors, and monitor and administer the regional QRIS data system.
- Ensure data system access for participating consortia, including data collection and data entry in support of the First 5 IMPACT Common Data Fields file. (Note: This site-level file may be renamed to the CA-QRIS Common Data File pending finalization of a Memorandum of Understanding between First 5 California and the California Department of Education.)
- Support the work of the Registry to monitor and align professional development data with QRIS data systems.

- B. Specialized support for at least one element of the CA-QRIS or system function for consortia participating in the Hub.

EXHIBIT A SCOPE OF WORK (Local Area Agreement)

The Hub is required to:

1. Identify at least one Environment Rating Scales (ERS) Anchor who can certify local assessors and support fidelity of assessment practices and consistency of tool interpretation across the region according to the guidelines set forth by the CA-QRIS Implementation Guide (http://www.cafc.ca.gov/programs/impact/impact_qris.html). First 5 California shall support certification of Regional ERS Anchor(s) identified by the Hub, while the Hub is responsible for coordinating Regional ERS Anchor responsibilities.
2. Support increased capacity and knowledge around Adult-Child Interactions, and Family Engagement and Strengthening, which are required elements of First 5 IMPACT.

In addition to the above, the Hub has access to reimbursement for a regional subscription (up to \$3,200 per year beginning FY 2016-17) to the Learning Needs Assessment Tool (ELNAT), developed by the American Institutes for Research (AIR) (More information about the ELNAT is available at <http://elneedsassessment.org>). The ELNAT is an online query tool containing demographic and education data at the ZIP code level that may be useful for regional needs assessment or program planning.

8. Required Deliverables and Evaluations

Due Dates	Deliverables
April 28, 2017	Quarterly (January 1–March 31, 2017) Reimbursement Claims are due on or before April 28, 2017.
June 1, 2017	First 5 IMPACT Hub Annual Budget and Reimbursement Table (Form 3), and First 5 IMPACT Hub Annual Budget Narrative (Form 4) for FY 2017–18 are due on or before June 1, 2017.
July 31, 2017	Biannual (January 1–June 30, 2017) and Quarterly (April 1–June 30, 2017) Reimbursement Claims are due on or before July 31, 2017.

**EXHIBIT A
 SCOPE OF WORK
 (Local Area Agreement)**

Due Dates	Deliverables
September 30, 2017	The Hub Annual Performance Report (FY 2016–17) is due on or before September 30, 2017.
October 31, 2017	Quarterly (July 1–September 30, 2017) Reimbursement Claims are due on or before October 31, 2017.
January 31, 2018	Biannual (July 1–December 31, 2017) and Quarterly (October 1–December 31, 2017) Reimbursement Claims are due on or before January 31, 2018.
April 27, 2018	Quarterly (January 1–March 31, 2018) Reimbursement Claims are due on or before April 27, 2018.
June 1, 2018	First 5 IMPACT Hubs Annual Budget and Reimbursement Table (Form 3), and First 5 IMPACT Hubs Annual Budget Narrative (Form 4) for the Fiscal year 2018–19 are due on or before June 1, 2018.
July 31, 2018	Biannual (January 1- June 30, 2018) and Quarterly (April 1- June 30, 2018) Reimbursement Claims are due on or before July 31, 2018.
September 30, 2018	The Hub Annual Performance Report (FY 2017–18) is due on or before September 30, 2018.
October 31, 2018	Quarterly (July 1–September 30, 2018) Reimbursement Claims are due on or before October 31, 2018.
January 31, 2019	Biannual (July 1–December 31, 2018) and Quarterly (October 1–December 31, 2018) Reimbursement Claims are due on or before January 31, 2019.

**EXHIBIT A
 SCOPE OF WORK
 (Local Area Agreement)**

Due Dates	Deliverables
April 30, 2019	Quarterly (January 1–March 31, 2019) Reimbursement Claims are due on or before April 30, 2018.
June 1, 2019	First 5 IMPACT Hubs Annual Budget and Reimbursement Table (Form 3), and First 5 IMPACT Hubs Annual Budget Narrative (Form 4) for FY 2018–19 are due on or before June 1, 2019.
July 31, 2019	Biannual (January 1–June 30, 2019) and Quarterly (April 1–June 30, 2019) Reimbursement Claims are due on or before July 31, 2019.
September 30, 2019	The Hub Annual Performance Report (FY 2018–19) is due on or before September 30, 2019.
October 31, 2019	Quarterly (July 1–September 30, 2019) Reimbursement Claims are due on or before October 31, 2019.
January 31, 2020	Biannual (July 1–December 31, 2019) and Quarterly (October 1–December 31, 2019) Reimbursement Claims are due on or before January 31, 2020.
April 30, 2020	Quarterly (January 1–March 31, 2020) Reimbursement Claims are due on or before April 30, 2020.
June 1, 2020	First 5 IMPACT Hubs Annual Budget and Reimbursement Table (Form 3), and First 5 IMPACT Hubs Annual Budget Narrative (Form 4) for FY 2019–20 are due on or before June 1, 2020.

**EXHIBIT A
 SCOPE OF WORK
 (Local Area Agreement)**

Due Dates	Deliverables
July 31, 2020	Biannual (January 1–June 30, 2020) and Quarterly (April 1–June 30, 2020) Reimbursement Claims are due on or before July 31, 2020.
September 30, 2020	The Hub Annual Performance Report (FY 2019–20) is due on or before September 30, 2020.
October 30, 2020	Final Reimbursement Invoices are due on or before October 30, 2020.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

1. Budget

The Contractor is authorized to expend up to \$409,112.00 for the term of this Agreement, as outlined in First 5 IMPACT Region 6 Hub Application.

2. Invoicing and Payment

- A) For services satisfactorily rendered, and upon receipt of approval of the First 5 IMPACT Hubs Annual Budget and Reimbursement Table (RFA Form 3), First 5 California agrees to compensate the Contractor for actual expenditures and allowable costs incurred as specified in Exhibit B, Item 1, Budget. The Contractor shall adhere to the Reimbursable and Non-Reimbursable Costs outlined in Section VI, Program, Administrative, and Fiscal Accountability, in the RFA.
- B) Reimbursement Tables submitted to First 5 California shall include the following information:
 - 1) Costs associated with each budget category
 - 2) Lead Agency Name
 - 3) Reporting period for which the reimbursement covers
 - 4) Fiscal Year for which the reimbursement covers
 - 5) Name of Lead Agency Executive Director or Authorized Designee
 - 6) Signature and Date of Submission from Lead Agency Executive Director or Authorized Designee
- C) If the Contractor has more than one (1) Agreement with First 5 California, the Contractor must properly identify the Agreement with the name and number of the respective Agreement, and submit proper documentation with each Reimbursement Table for charges incurred listing services and cost for each charge specific to said Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

- D) Reimbursement Tables shall be submitted in duplicate not more frequently than semi-annually in arrears to:

First 5 California
Attn: Accounting Services
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833
F5Impact@ccfc.ca.gov

- E) If a Reimbursement Table is disputed, the Contractor will be notified within fifteen (15) working days of receipt of the Reimbursement Table. The Contractor will be informed of the reason for the dispute and the disposition of the reimbursement. If the Reimbursement Table is corrected, the payment process will continue. However, if the Reimbursement Table remains unacceptable and cannot be processed, First 5 California will issue a written dispute, which will stop the clock for prompt payment, and processing will not be restarted until the corrected Reimbursement Table is returned to First 5 California.

3. Budget Contingency Clause

This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of the Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or a statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

4. Payment

- A) Payment will be made in accordance with, and within the time specified in, Government Code, Part 3, and Chapter 4.5, commencing with section 927.
- B) The Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position classification. Documentation supporting specific salary costs will be presented if requested by First 5 California. Non-wage costs will be billed, in summary, according to general expense categories.
- C) The Contractor shall identify and justify direct costs and overhead costs, including employee fringe benefits in accordance with State Contracting Manual Volume I, Section 3.17.2, subsection A.1.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

- D) Payments made for invoices in support of QRIS data systems (\$150 per site per year) are subject to validation of the number of sites reported by consortia in the First 5 IMPACT Common Data Fields file. (Note: This site-level file may be renamed to the CA-QRIS Common Data File pending finalization of a Memorandum of Understanding between First 5 California and the California Department of Education.) Depending on validation of data in the Common Data Fields files submitted, payments may be adjusted to reflect the accrual number of sites entered into the QRIS data systems.

5. Cost Limitation

- A) The total amount of this Agreement shall not exceed \$409,112.00.
- B) It is understood and agreed that this total is an estimate and that First 5 California will pay only for those services actually rendered as authorized by the First 5 California Contract Manager or designee up to the total amount of this Agreement.

EXHIBIT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

1. Contractor Overpayments

If it is determined that an overpayment has been made to the Contractor, First 5 California will seek recovery immediately upon discovery of overpayment by (a) written request to the Contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within thirty (30) days from the notice. In addition to any other remedies First 5 California may have, First 5 California reserves the option to collect any unallowable cost from the Contractor in monthly installments.

2. Accounting Requirements

The Contractor shall establish an accounting system using generally accepted accounting principles that will provide information for reports to First 5 California and which will provide documentation for the fiscal activities of the organization related to this Agreement. The accounting system must include adequate cost accounting procedures that will provide accurate costing for amendments, and for any other costs incurred which relate to payment claimed by the Contractor.

3. Fiscal Audits

First 5 California, or any duly authorized representative, shall have access and the right to examine, audit, review, excerpt, and transcribe any books, documents, papers, or records of the Contractor which may be related or pertinent to this Agreement. Such material for each year of the Agreement must be retained for a period of three (3) years after the termination of the Agreement or until an audit is completed by First 5 California, or their designee, and all questions arising there from are resolved. An exception to the three (3) year requirement is when an Agreement audit is in dispute or litigation. In those instances, the time records are to be retained is extended.

Audits and reviews may be conducted at any time during the performance of the Agreement or during the three (3) years following the completion of the Agreement period. Actual cost incurred by the Contractor for expenses should be substantiated with appropriate source documentation. It is the Contractor's responsibility to ensure that all expenditures claimed are allowable costs associated in performing the contracted services.

EXHIBIT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

If expenditures are found to be unallowable, the Contractor's reimbursements may be recalculated and adjusted accordingly. A misappropriation of funds shall result in a disallowance of costs.

4. Travel Reimbursement

First 5 California agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement at the state rates in accordance with California Department of Human Resources (CalHR) provision, Section 599.619, Reimbursement for Meals and Lodging - Excluded Employees. Travel expenditures, including those incurred as part of a deliverable must be itemized when submitted, and supported with receipts and expense documentation on State of California Travel Expense Claim Form STD. 262, or an alternative form approved by First 5 CA.

First 5 California will not reimburse out-of-state travel without PRIOR written authorization from the First 5 California staff. Any invoice submitted without the required travel expenditure documentation may be returned to the Contractor for further processing. The Contractor's failure to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude First 5 California from approving travel expenses.

CalHR travel rate provisions and the required State of California Travel Expense Claim Form STD. 262 are accessible at the following website address:

- <http://www.calhr.ca.gov/jobinfo/statetravel.shtm> (CalHR Travel Provisions and Travel Expense Claim Form)

5. Actual and Allowable Costs

Actual costs incurred by the Contractor, which are allowable costs, shall be substantiated with appropriate source documentation (e.g., payroll records). The Contractor must retain files in the Contractor's office headquarters based in California, or at the program service location where services are being provided. All support documentation must be retained for actual expenses incurred in the performance of this Agreement for auditing purposes and for program review, as required in the fiscal audit provision of this Agreement.

Allowable costs for this Agreement shall be limited to those expenditures that are:

EXHIBIT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

(1) in conformance with the approved Agreement budget and (2) for goods and services necessary to the project's operation at the time the costs are incurred. Any expenses not meeting these criteria may be disallowed.

6. Staff Expenses

Salaries of personnel who are providing services for more than one Agreement must be charged to each Agreement on a proportional basis and are only allowable for the time the employee is assigned to this Agreement.

Salaries must be adequately documented by time sheets signed by the employee and the immediate supervisor, payroll register, payroll warrant, employee personnel file and/or general ledger accounts. All reported salary costs shall be based on actual expenditures.

7. Fiscal Accountability Provisions

See the Hub RFA pages 23 – 30 for additional information

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)**

1. Amendments

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as an amendment to this Agreement. No oral understanding not incorporated in the Agreement, nor unilateral written communication, is binding on any of the parties.

2. Timeliness

Time is of the essence in this Agreement.

3. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

4. Confidentiality

- A) All data and information related to First 5 California operations, which are designated confidential by First 5 California or developed by the Contractor and deemed confidential by First 5 California, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, First 5 California paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B) The Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.
- C) The Contractor shall immediately notify First 5 California of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless First 5 California authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to First 5 California, to protect the information from disclosure.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)

5. Conflict of Interest

- A) First 5 California intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor or employees, officers, and directors of the Contractor. Thus, First 5 California reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B) If First 5 California becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by First 5 California to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by First 5 California and cannot be resolved to the satisfaction of First 5 California, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

6. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. First 5 California will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

7. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of First 5 California in the form of a formal written amendment.

8. Independent Contractor

The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Indemnification and Hold Harmless Requirement

Neither First 5 California nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Contractor under, or in connection with any work, authority, or jurisdiction

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)**

delegated to the Contractor under this Agreement. It is understood and agreed, pursuant to Government Code section 895.4, the Contractor shall fully defend, indemnify, and save harmless First 5 California and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth occurring by reason of anything done or omitted to be done by the Contractor under or in connection with any work, authority, or jurisdiction delegated to the Contractor under this Agreement.

10. Lobbying, Political Activities, and Politicians

A) The Contractor shall not use Agreement funds for direct or indirect lobbying.

- (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure through any oral, written, or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of or decision-making regarding that specific piece of legislation, local ordinance, or ballot measure.
- (2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of or decision-making regarding that legislation, local ordinance, or ballot measure.

B) The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.

C) The Contractor shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

11. News Releases And Publicity

The Contractor shall inform First 5 California Communications Office (916-263-1050) of any statements made to the news media regarding the operational procedures

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)**

and status of work related to this Agreement and provide the First 5 California Communications Office the opportunity to review and comment on any print or electronic news releases related to this Agreement prior to the release of information to the public.

12. Non-Discrimination Clause

During the performance of this Agreement, the Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. Settlement Of Disputes

The Contractor shall attempt to resolve program, administrative, or fiscal disputes with the First 5 California Project Representative. If the dispute is not resolved, the Contractor may appeal the decision. Such an appeal can be made by submitting a written description of the issues and the basis for the dispute to the Chief Deputy Director of First 5 California within thirty (30) calendar days of receiving an initial response from the Project Representative.

Within thirty (30) calendar days of receiving the Contractor's written dispute, the Chief Deputy Director will review the facts of the dispute, and if deemed necessary, meet with the Contractor for purposes of resolving the dispute. The Chief Deputy Director shall make a determination and shall send written notification of the decision to the Contractor, together with the reasons for the decision, within sixty (60) calendar days of the receipt of the Contractor's notification of the dispute. The decision of the Chief Deputy Director shall be final.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)

14. Termination For Cause

First 5 California may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, First 5 California may proceed with the work in any manner deemed proper by First 5 California. All costs to First 5 California shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

15. Termination For Convenience

First 5 California retains the option to terminate this Agreement without cause at First 5 California's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) days prior to such termination date. If First 5 California terminates this Agreement at its convenience, the Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Contractor (hereinafter referred to as "the notice date"). In such event, at the request of First 5 California, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or works in progress on the termination date. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Contractor receives written advance approval from First 5 California. Any services or deliverables for which the Contractor is paid which are provided according to the procedures in this paragraph shall become the property of First 5 California.

16. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by First 5 California, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

- A) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)**

- B) Assign to First 5 California, effective on the date of termination, in the manner, and to the extent specified by First 5 California all of the rights, titles, and interests for the Contractor under the orders terminated, in which case First 5 California has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders.
- C) Settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval of First 5 California to the extent First 5 California may require. First 5 California's approval shall be final for the purposes of this section.
- D) Upon the effective date of termination of the Agreement and the payment by First 5 California of all items properly chargeable to First 5 California hereunder, Contractor shall transfer, assign, and make available to First 5 California all property and materials belonging to First 5 California, all rights and claims to any and all reservations, Agreements, and arrangements with owners of media/PR materials, or others, and shall make available to First 5 California all written information regarding First 5 California's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment.
- E) Take such action as may be necessary, or as First 5 California may specify, to protect and preserve any property related to this Agreement which is in the possession of the Contractor and in which First 5 California has or may acquire an interest.

17. Ownership of Products

- A) Notwithstanding whether or not it may be the subject of a patent or a copyright and/or whether or not it is tangible, intangible, or intellectual, all products, deliverables, or any like items that are produced, created, developed, or the like, during the term of this Agreement shall immediately become the sole and complete property of First 5 California upon their creation.
- B) First 5 California reserves agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, conference, and any reimbursable publicity or educational materials to be made available for distribution.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)**

- C) The Contractor shall acknowledge the support of First 5 California when publicizing the work under the Agreement in any media.

18. Copyrights and Ownership of Products

- A) First 5 California shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all products created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all products created, provided, or developed under this Agreement, whether or not published or produced, belongs to First 5 California from the moment of creation.
- B) First 5 California retains all rights to use, reproduce, distribute, or display any products created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
- C) At any time the Contractor enters into an Agreement with another party in order to perform the work required under this Agreement, the Contractor shall require the Agreement to include language granting First 5 California the copyright for any products created, provided, developed, or produced under the Agreement and ownership of any products not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to First 5 California in a format prescribed by First 5 California. For any products for which the copyright is not granted to First 5 California, First 5 California shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so.
- D) All products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of First 5 California. This notice shall be placed prominently on products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "First 5 California."

19. Information Security Incidents

The Contractor agrees to notify First 5 California in writing via e-mail of any use or disclosure of information not provided for by this Agreement of which it becomes aware

EXHIBIT C GENERAL TERMS AND CONDITIONS (Local Area Agreement)

within three (3) working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, and theft), description of information that was compromised, and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

20. Release of Data or Products

Except as specified in this Agreement, the Contractor shall not release or disclose any regionally identifiable data or products created, produced, or developed pursuant to this Agreement to any person, except to the Contractor's personnel, attorneys, prospective vendors, the Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, and distribution of the products. Products include, but are not limited to, drafts or works in progress. The Contractor agrees to ensure that any agents to whom it provides the data, agrees to the same restrictions and conditions that apply to the Contractor with respect to such information. The Contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. First 5 California retains the right to approve any procedures employed by the Contractor to comply with this provision.

21. Certification Clause

The Contractor Certification Clause (CCC 307) is hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

22. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

23. Resolution

A county, city, district, or other local public body must provide First 5 California with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. Human Subjects Protection and Data Security

EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)

To meet requirements for human subjects' protection under the state government institutional review board, the Contractor shall:

- Follow protocols approved by the state Committee for the Protection of Human Subjects (CPHS) including use of relevant notices or consent forms provided by F5CA for early educators, parents, or other individuals indicated.
- Maintain local data securely by administrative, electronic, or physical safeguards in general accordance with the *CPHS Data Security Requirements* document: <http://www.oshpd.ca.gov/Boards/CPHS/DataSecurityRequirements.pdf>.

American Institutes for Research SUBSCRIPTION SERVICE AGREEMENT

THIS Subscription Service Agreement (this “Agreement”) is made as of the Effective Date 12/12/2016 by and between the Seller, American Institutes for Research (“AIR”), and First 5 Mono County (First 5 IMPACT hub) (“Customer”). AIR and Customer may sometimes be collectively referred to herein as “the parties”. AIR and Customer hereby agree that the following terms and conditions will apply to the provision of Early Learning Needs Assessment Tool and related services by AIR to Customer.

CUSTOMER AND USER. The term “Customer” shall mean the individual or legal entity identified to AIR in this Agreement. The term “User” and “Users” shall mean an individual, and if the Customer is representing a business, the term shall also encompass its employees or agents, who access the Service established by the Customer.

1. IDENTITY OF SELLER. The Seller is identified as follows:

Name:	American Institutes for Research (AIR)
Address/City/State/Zip:	1000 Thomas Jefferson St, NW, Washington, DC 20007
Point of Contact:	Nilva da Silva, Contracts Officer
Telephone Number:	202/403-5086
E-mail Address:	ndasilva@air.org

IDENTITY OF CUSTOMER. The Customer is identified as follows:

Name:	First 5 Mono County
Address/City/State/Zip:	365 Sierra Park Road Bldg. M PO Box 130 Mammoth Lakes, CA 93546
Point of Contact:	Molly DesBaillets
Telephone Number:	760.924.7626
E-mail Address:	mdesbaillets@monocoe.org

- 2. SERVICES TO BE PERFORMED.** AIR will provide the Customer with the use of the American Institutes for Research web-based tool, the Early Learning Needs Assessment Tool, consisting of a browser interface, data transmission, available data access, and data storage (the “Service”). The Customer’s signup and registration for, or use of, the Service shall be deemed to be agreement by the Customer to abide by all the terms and conditions of this Agreement.
- 3. SERVICES ACCESS AND AVAILABILITY.** The Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges incurred while using the Service.
- 4. TERMS OF PAYMENT.** The annual Implementation Service Fee of \$3,200 is due upon execution of this Agreement. The Service includes access to the Early Learning Needs Assessment Tool at www.elneedsassessment.org for twelve months for all staff members of the subscribing organization. The service fees are payable in United States dollars and are non-refundable.
- 5. PERIOD OF PERFORMANCE:** Date of Execution through 12 months following.
- 6. PROPRIETARY TOOL AND LICENSE.** Customer acknowledges, and agrees, that the Service uses a proprietary tool (the “Software”) owned by AIR, and the Customer is being granted an individual, limited, non-exclusive, non-transferable license to use the Tool subject to the terms and conditions of this Agreement. The Customer acknowledges, and agrees, that the Customer, its employees and agents, are expressly prohibited, directly or indirectly, from attempting to discover the source code, underlying algorithms, or technology of the Software; renting, leasing, selling, assigning, or transferring rights to the Software; modifying or making derivative works based on the Software; or using the Software in any service bureau or timeshare capacity. The Customer may distribute portions of information internally within it and its wholly-owned affiliates, and may incorporate limited portions, extracts, abstracts or summaries thereof into analyses or presentations made available to its clients

as long as AIR is identified as a source of information. Purchasers are prohibited from reselling the data contained in the tool, and from selling services based on the use of the data. The Customer

acknowledges, and agrees, that AIR retains exclusive ownership throughout the world of its Tool, including portions or copies, and all rights not expressly granted to the Customer are reserved by AIR.

7. **INDEMNIFICATION.** Each party to the Agreement agrees that it will be responsible for its own acts and omissions and results thereof; and shall not be responsible for the acts and omissions of the other party and the results thereof.
8. **TERMINATION.** Either party may terminate this Subscription Agreement prior to the end of the Subscription Term effective thirty days from day of written notice of termination to the other party. Upon termination of the Subscription Service Agreement for any reason, the Customer, and all users accessing the Service using the Customer account, will immediately be denied access to the Service.
9. **NON-WAIVER.** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
10. **HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
11. **OWNERSHIP.** AIR is the sole and exclusive owner of the Products and Services, and all Intellectual Property Rights therein. Except for the limited license granted herein in Section 6 the Customer acquires no rights therein.
12. **RESTRICTION.** Purchaser shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize, share user names and/or passwords or otherwise transfer rights or usage of the Assessment Tool or any modified version or derivative work of the Early Learning Needs Assessment Tool created by or for the Customer, (b) remove or alter any copyright, trademark or proprietary notice in the Early Learning Needs Assessment Tool, (c) copy any features, functions or graphics of the Early Learning Needs Assessment Tool for any purpose other than what is expressly authorized in this Agreement or (d) send or store spam, unlawful, infringing, obscene, or libelous material or malicious code.
13. **DISCLAIMER OF WARRANTIES.** Any report(s) created by a user of this tool is not the responsibility or liability of AIR nor is it created at the direction or permission of AIR. The tool is provided to the subscriber "AS IS" and AIR makes no representations or warranties, express or implied with respect to the tool, including, without limitation, any implied warranties or fitness for a particular purpose other than for which it is provided to subscriber.
14. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
15. **ASSIGNMENT.** This Agreement may not be assigned by the Customer without the prior written consent of AIR. Any attempted assignment in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
16. **RELATIONSHIP OF THE PARTIES.** AIR and the Customer are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
17. **SEVERABILITY.** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

18. **ENTIRE AGREEMENT/CHOICE OF LAW.** This agreement constitutes the complete understanding of the parties, supersedes any other prior agreements and shall be governed by the laws of the District of Columbia. Any dispute under or related to this agreement shall be decided in accordance with the laws of the District of Columbia.
18. **AMENDMENTS.** This agreement may be supplemented, amended or revised only in writing upon agreement by both parties.

SIGNATURE OF AUTHORIZED OFFICER:

~~AMERICAN INSTITUTES FOR RESEARCH~~ _____

Signature _____

Nilva da Silva, CPCM

~~Typed/Printed Name~~ _____

Senior Contract Officer

~~Title~~ _____

~~CUSTOMER~~ _____

Signature _____

~~Typed/Printed Name~~ _____

~~Title~~ _____

Counsel for Customer

APPROVED AS TO FORM

Counsel to Customer

APPROVED FOR RISK MANAGEMENT

Attachment A

Statement of Work/Fee

Services to be provided for \$3,200 annual association subscription:

- Access to the Early Learning Needs Assessment Tool at www.elneedsassessment.org for twelve (12) months for all employees in the lead IMPACT partner organizations
 - o Tool includes 2006, 2008, 2010, and 2012, and 2014 data
 - o Additional 2014 and 2016 data will be added over the course of the subscription period
- An orientation webinar if needed
- 3 hours of technical support over the course of the year

AIR staff can also add additional data to the tool for an additional fee.

CONTRACT FOR SERVICES
FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION & EARLY QUALITY ASSESSMENTS (EQA)
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First 5 Mono Children and Families Commission

CONTRACT FOR SERVICES

This Agreement is entered into by and between the First 5 Mono Children and Families Commission (dba as First 5 Mono Children and Families Commission, "FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION" or "Commission") and Early Quality Assessments, Inc. ("Contractor" or "Licensor"), in consideration of the mutual promises made herein, including Exhibits "A", "B" and "C", attached and incorporated herein by this reference. Together, FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and Contractor shall be referred to as Parties.

RECITALS

- A. Proposition 10, an initiative measure enacted by the voters of California in 1998, established an excise tax on cigarettes and tobacco products, the proceeds from which are to be expended on promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. (See Health & Safety Code §§ 130100-130155 and Revenue & Taxation Code §§ 30131-30131.6)
- B. A State Children and Families First Commission ("SCFFC") was established to administer the program statewide, and local commissions were authorized to be created by ordinance to administer programs locally.
- C. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION is the local commission established by ordinance enacted by the Mono County Board of Supervisors to receive tobacco tax revenues and implement early childhood developmental programs in Mono County.
- D. Contractor represents that it has significant experience in preschool quality rating and improvement data systems similar to that solicited by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION to satisfy the needs and objectives of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- E. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION desires to engage Contractor to provide information technology consulting services for a software system for preschool quality data collection and reporting necessary for implementation of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION goals and objectives pursuant to Proposition 10 and Contractor desires to furnish such services in accordance with the terms and conditions set forth below.

AGREEMENT

- 1) **Contractor Services.** Contractor will perform and complete the following services:

Contractor shall perform the services set forth in Exhibits A and B, which are attached hereto and incorporated herein by reference.

any claim against FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind. Contractor agrees to hold FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION harmless and compensate FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION for any tax claims against FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION for payment of state or federal income tax obligations relating to Contractor's compensation under the terms of this Agreement. Contractor shall be solely responsible for all income taxes or other such taxes related to any payments received by Contractor from FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- 2) **Term of Agreement.** This Agreement is effective on the date this Agreement is fully executed by both parties or on September 1, 2016, whichever date is later, and will terminate June 30, 2020, unless earlier terminated or modified as provided herein.
- 3) **Independent Contractor Status.** In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting as an independent contractor in providing services pursuant to this Agreement. Neither Contractor nor any other person performing services for Contractor pursuant to this Agreement shall have

It is understood and agreed that Contractor is to assure that the work and services covered by this Agreement shall be performed and rendered in a

CONTRACT FOR SERVICES

FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION & EARLY QUALITY ASSESSMENTS (EQA)

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competent, efficient, and satisfactory manner and in accordance with all applicable laws and community standards. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall not have any control or direction over the method by which Contractor shall perform these services.

4) Indemnification and Hold Harmless.

a. Licensor Indemnification. Except as is excluded in Section 4.b, Licensor hereby agrees to defend and pay any damages awarded in a final judgment against FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION, its officers, directors and employees (each, an "Indemnified Party" and collectively the "Indemnified Parties") against any loss or damage arising out of or resulting from any claim, action or demand (collectively, a "Claim") from a third party alleging that the use of the Services or Software infringes the intellectual property rights of a third party under United States law. Upon notice of a Claim or if, in Licensor's opinion, such a Claim is likely, Licensor shall have the right, at its option, to (i) replace or modify the Services or Software so that it is functionally equivalent and noninfringing, (ii) obtain a license for FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION to continue the use of the Services or Software, or (iii) return the fee paid by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION therefore.

b. Limitations. Licensor will have no obligation hereunder for any Claim to the extent to which the Claim arises out of or result from: (i) the Indemnified Party's use of the Services or Software in a combination with materials or products not supplied by Licensor, (ii) Indemnified Party's use of the Services or Software in breach of this Agreement, (iii) Indemnified Party's negligence or willful misconduct, (iv) violation of any applicable law by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or any of its authorized users, or (v) FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Information, except to the extent of any loss or damage directly resulting from Licensor's sole gross negligence or willful misconduct in complying with its then in effect published data and security policy.

c. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Indemnification. Except for third party claims which are subject to Licensor's indemnification obligations set forth in Section 4.a., FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION hereby agrees to defend and pay any damages awarded in a final judgment against Licensor, its officers, directors

and employees (each, an "Indemnified Party") against any loss or damage arising out of or resulting from any claim, action or demands from a third party as a result of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION violating any right of any individual or entity, including without limitation any rights of privacy, or violating any applicable law or regulation.

d. Notice to the Indemnifying Party. In the event that any claim, action or demand is made against the Indemnified Party, the Indemnified Party will promptly upon becoming aware of any such claim, demand or suit, notify Licensor (in the case of Section 4.a.) or FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION (in the case of Section 4.c.) (each, an "Indemnifying Party", as applicable), in writing as to the nature and particulars of the same and will promptly furnish the Indemnifying Party with copies of any and all documents (inclusive of all correspondence and pleadings other than attorney-client communications) pertaining thereto. The Indemnified Party will also keep the Indemnifying Party continuously and fully informed in a timely manner as to the status of the same and will provide the Indemnifying Party with copies of any additional documents pertaining thereto in a timely manner. The Indemnifying Party shall employ a single counsel to represent all Indemnified Parties, which counsel may also be counsel to the Indemnifying Party. Each Indemnified Party is entitled to engage independent counsel, at such Indemnified Party's sole expense.

e. Obligations of the Indemnified Party. The obligation of the Indemnifying Party under Section 4.a. (Licensor Indemnification) and Section 4.c. (FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Indemnification) is contingent upon each Indemnified Party (i) giving prompt written notice to the Indemnifying Party of any such claim, action or demand as required in Section 4.d. above, (ii) allowing the Indemnifying Party to control the defense and related settlement negotiations, and (iii) fully assisting in the defense so long as the Indemnifying Party agrees to pay such Indemnified Party's out-of-pocket expenses.

5) Contractor Warranties and Representations.

Contractor represents and warrants to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION that:

a. All work performed by Contractor under this Agreement shall be in accordance with generally accepted professional practices and standards applicable to the services provided under this Agreement, and in accordance with

CONTRACT FOR SERVICES

FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION & EARLY QUALITY ASSESSMENTS (EQA)

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requirements of applicable federal, state and local laws.

- b. Contractor has no interest which would conflict in any manner or interfere with the performances and services contemplated by this Agreement. Contractor further agrees not to acquire any such interest during the term of this Agreement.

6) **Use of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Data/FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Representations and Warranties.**

FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall be solely responsible for all FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Information, and shall allow Contractor, for the sole purpose of its performance under this Agreement, to copy, display, distribute, download, and otherwise use FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION Information to transmit over the Internet. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION represents and warrants that its information does not and will not include anything that infringes the copyright, patent, trade secret, trademark or any other intellectual property right of any third party; contains anything that is obscene, defamatory, harassing, offensive, malicious or which constitutes child pornography; or otherwise violates any other right of any third party.

7) **Obligations of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.**

- FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall:
- a. Pay Contractor upon Contractor's satisfactory performance of the deliverable(s)/service(s) set forth in Exhibits A and B. Payment shall be made within 30 days to Contractor upon Contractor's submission of a complete and accurate invoice and completed deliverable/service, as set forth in Exhibit A.
 - b. The maximum amount payable under the terms of this contract shall not exceed the maximum obligation set forth in Exhibit A.

8) **Insurance.** Contractor, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

- a. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate. Personal and Advertising Injury liability, in the amount of \$1,000,000 per occurrence, Products/Completed Operations aggregate in the amount of 1,000,000 and \$100,000 limit for Damage to Premises Rented To You, if applicable.

- b. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
- c. Personal Automobile Liability coverage, in the minimum amounts of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.
- d. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- e. Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$1,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- f. All the insurance companies providing coverage under this Agreement must be A.M. Best rated A: VIII with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

All insurance required under this Agreement shall be primary coverage as respects FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION, and any insurance or self-insurance maintained by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall be in excess of Contractor's insurance coverage and shall not contribute to Contractor's coverage. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If Contractor is self-insured, Contractor shall maintain the insurance enumerated in paragraph 7 herein during the term of this Agreement to pay covered claims which may arise as a result of Contractor's performance of this Agreement.

The First 5 Mono Children and Families Commission is to be named as **Additional Insured** with respect to work done by Contractor under the terms of this Agreement on all policies required. However, this paragraph 7 shall not be construed to apply to Workers' Compensation coverage.

CONTRACT FOR SERVICES
FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION & EARLY QUALITY ASSESSMENTS (EQA)
Page 4

Contractor agrees to provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION with the following insurance documents within 14 days after the execution of this Agreement: **Certificates of Insurance for coverage required under this Agreement and Additional insured endorsements.** Failure to timely provide these documents shall be grounds for immediate termination or suspension of this Agreement.

It is the responsibility of the Contractor to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all Subcontractors that Contractor may use for the completion of this Agreement.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The minimum amounts set forth herein do not reflect FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's opinion of the adequacy of such coverage.

If the Professional Liability coverage is "claims made," Contractor must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION may withhold final payments due until Contractor provides satisfactory evidence of the tail coverage to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.

- 9) **Termination.** This Agreement may be terminated as follows:
- FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION may terminate this Agreement, with or without cause, upon 30 days prior written notice. In the event of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's termination, payment for the Contractor's services shall be prorated for actual delivery of services up to the termination date.
 - Contractor may terminate this Agreement by giving FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION written notice 90 days prior to the end of the initial term as stated in section 2 above or 90 days prior to the end of any renewal term for this Agreement.
 - Either party may terminate this Agreement immediately by written notice if the other party

materially breaches this Agreement and fails to cure its breach within 30 days after receipt of written notice.

- Disposition at End of Contract: Upon termination of this Agreement, each party agrees to assist the other party in the orderly termination of the Agreement and the transfer of all FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data, as set forth in Exhibit C, Data Transfer Upon Expiration or Termination of Agreement.

10) **Confidentiality; Proprietary Information; Ownership.**

- FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that, in the course of meeting its obligations under this Agreement, it may obtain information relating to Contractor's products and services that is of a confidential, trade secret or proprietary nature ("Contractor Proprietary Information"). Contractor shall be solely responsible for identifying, clearly marking and otherwise indicating what information relating to Contractor's products and services constitute confidential, trade secret or proprietary information. Such Contractor Proprietary Information may include, without limitation, trade secrets, know-how, inventions, techniques, algorithms, programs, documentation and data, (except for FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data), including the Program. "Program" means Contractor's software programs, centrally hosted and managed by Contractor, and described in the exhibits hereto, including all modifications, versions, improvements, updates, error corrections, bug fixes, or other enhancements with respect to the functionality or performance of the Program and services, and all related documentation (printed or electronic). FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that Contractor Proprietary Information (including the Program), as identified by the Contractor, is the intellectual property of and is owned by Contractor. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that the structure, organization and code of the Program are valued trade secrets and confidential information of Contractor. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION agrees that any and all patent rights, trademarks, copyrights, trade secrets, or other intellectual property or proprietary rights related to the Program, including any modifications, customizations, enhancements, or derivative works arising out of this Agreement, are exclusively owned by Contractor. This

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FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION & EARLY QUALITY ASSESSMENTS (EQA)

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Agreement does not grant FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION any intellectual property rights or title of ownership in Contractor Proprietary Information (including the Program) and all rights not expressly granted are reserved by Contractor. Contractor may place copyright and/or proprietary notices, including hypertext links, within the Program. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION may not alter or remove these notices without Contractor's written permission.

- b. Notwithstanding the foregoing, Contractor acknowledges that all FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data is the intellectual property of and owned by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or persons under FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's control and shall be held in confidence and deemed FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION proprietary information. Contractor and FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION will at all times, both during the term of this Agreement and for a period of at least five (5) years after its termination, keep in confidence and trust the other party's proprietary information which is confidential in nature, and will not use such proprietary information other than as permitted under the terms of this Agreement, nor will one party disclose any of such other party's proprietary information without the written consent of that party and pursuant to a standard proprietary information agreement. Notwithstanding anything in this section to the contrary, however, each party's proprietary information is not considered confidential in nature to the extent that it includes: (a) information that is in the public domain prior to the disclosure or becomes part of the public domain through no wrongful act of the party receiving the confidential information, (b) information that was in the lawful possession of the receiving party prior to the disclosure without a confidentiality obligation, (c) information that was independently developed by the receiving party outside the scope of this Agreement, or (d) information that was disclosed to the receiving party by a third party who was in lawful possession of the information without a confidentiality obligation.
- c. Information exchanged or received by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and Contractor pursuant to this Agreement may be subject to public disclosure in accordance with the provisions of the California Public Records Act (PRA). FIRST 5 MONO CHILDREN AND FAMILIES

COMMISSION agrees to provide notice to Contractor if Contractor's Proprietary Information is being requested under the PRA to allow the Contractor opportunity to seek protection in a court of competent jurisdiction.

11) Software Subscription.

- a. Contractor grants to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION accepts from Contractor, a limited, non-exclusive, non-transferable right to access and use and permit Authorized Users to access and use the Services solely for FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's internal business use. The Services shall not be used by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or by Authorized Users for, or on behalf of, third parties that are not authorized under this Agreement.
- b. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall use its best efforts to ensure that the Authorized Users use the Services in accordance with the terms and conditions of this Agreement. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that its right to use the Services will be web-based only pursuant to the terms of this Agreement and the Software will not be installed on any servers or other computer equipment owned or controlled by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or otherwise provided to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- c. The use of the Services by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION or any Authorized User pursuant to this Agreement shall be subject to any end user agreement, terms of use, and/or privacy policy applicable to iPinwheel.com or any other applicable website used to access the Services.

12) Warranty and Disclaimer.

- a. Limited Warranty for Services. Contractor shall use reasonable commercial efforts consistent with prevailing industry standards to maintain the security of the Services as set forth in Contractor's then in effect published data and security policy and minimize errors and interruptions in the Services, provided that:
- i. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION uses the Service and the Software strictly in accordance with the Documentation.
- ii. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION pays all amounts

CONTRACT FOR SERVICES**FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION & EARLY QUALITY ASSESSMENTS (EQA)**

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due under this Agreement and is not in default of any provision of this Agreement, and

- iii. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION makes no changes (nor permits any changes to be made other than by or with the express approval of Licensor) to the Software or Service.

In addition, FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION acknowledges that the Services may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or because of other causes beyond Contractor's reasonable control. Contractor will not be liable to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION as a result of these temporary service interruptions.

- b. Warranty Against Infringement. Licensor warrants and represents that the Service and the use of the Software for its intended purpose by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION does not and will not infringe any patent, copyright or other intellectual property right of a third party nor misappropriate any trade secrets or other intellectual property of a third party.
- c. DISCLAIMER OF WARRANTIES FOR SERVICES AND SOFTWARE. NEITHER CONTRACTOR NOR ITS SUPPLIERS OR SERVICE PROVIDERS WARRANT THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE OR SERVICES. EXCEPT AS EXPRESSLY AND UNAMBIGUOUSLY PROVIDED IN SECTION 12 above, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR, ITS SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, ENJOYMENT AND NONINFRINGEMENT. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY DESCRIBED IN THIS SECTION WILL BE, IN THE DISCRETION OF CONTRACTOR, THE REPAIR OR REPLACEMENT OF THE SOFTWARE, OR A PRORATED REFUND OF THE FEES PAID BY FIRST 5 MONO CHILDREN AND FAMILIES

COMMISSION IF CONTRACTOR IS NOT ABLE TO REPAIR OR REPLACE THE SOFTWARE.

- 13) Limitation of Liability. THE AGGREGATE LIABILITY OF CONTRACTOR FOR DAMAGES RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE AMOUNT PAID BY FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION TO CONTRACTOR UNDER THIS AGREEMENT OR \$7,000, WHICHEVER IS LESS. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH DAMAGES. CONTRACTOR SHALL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER FOR ANY BREACH OF SECURITY OR PRIVACY RELATING TO THE SERVICES, PROGRAM OR DATA THAT (A) IS NOT WITHIN THE SOLE CONTROL AND RESPONSIBILITY OF CONTRACTOR, OR (B) ARISES FROM ANY RECONFIGURATION, MODIFICATION, MISUSE OR ABUSE OF THE PROGRAM OR SERVICE BY FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION OR ITS AGENTS.

- 14) General Provisions.

- a. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- b. Amendments. Any amendment must be expressly set forth in writing and signed by both Contractor and FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION.
- c. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the

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FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION & EARLY QUALITY ASSESSMENTS (EQA)

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- parties to it, and their respective heirs, legal representatives, successors and assigns. Neither party may assign any of his or her respective rights or delegate any of his or her respective duties hereunder without receiving the prior written consent of the other party.
- f. Waiver. The waiver of any provision, or of the breach of any provision, of this Agreement must be set forth specifically in writing and signed by the waiving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.
- g. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall any provision be construed to, create any rights for the benefit of or enforceable by any third party.
- h. Headings. The subject headings of the articles and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- i. Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute only one (1) Agreement.
- j. Survival. All provisions of this Agreement relating to proprietary or confidential information
- k. rights, confidentiality, non-disclosure, or payment of prorated fees by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall survive the termination of this Agreement.
- l. Remedies. Unless otherwise specified herein, the rights and remedies of the parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- m. Enforceability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- 15) Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; or (ii) if mailed, three (3) business days after deposit in the U.S. mails, postage prepaid, return receipt requested. All notices shall be addressed to the parties at the addresses set forth on the signature page hereof or at such other address as a party may from time to time designate in writing to the other parties. Electronic notification may be used if it is in addition to one of the two methods described above, in which case the notice shall be addressed to the following email addresses (or to such other email address as a party may from time to time designate in writing to the other parties): if to Contractor: Claire@iPinwheel.com and, if to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION: mdesbaillets@monocoe.org.

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FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION & EARLY QUALITY ASSESSMENTS (EQA)
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CONTRACTOR

**FIRST 5 MONO CHILDREN AND FAMILIES
COMMISSION**

(Signature)
Claire Crandall, Director of Operations

(Typed Name)

(Date)

(Signature)
Molly DesBaillets, Executive Director

(Typed Name/Title)

(Date)

(Signature)
Stacey Adler, Commission Chairman

(Typed Name/Title)

(Date)

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EXHIBIT A

SCOPE OF SERVICES, DELIVERABLE & PAYMENT SCHEDULE

Contractor shall provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION access to Contractor's Program (defined in paragraph 8) for data collection and reporting in accordance with the terms of the Agreement and this Deliverable & Payment Schedule described in this Exhibit , with system functionality that includes, but is not limited to: collecting and reporting on participant demographic data, services data, client and family descriptors, authorization information, and outcomes and barriers to achieving outcomes survey data, all according to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSIONS confidentiality and data sharing protocol.

The Objective in Mono County:

- Manage the implementation of the California First 5 IMPACT Program and CSPP Block Grant Programs.
- Utilize a data system to automate the rating of unique Mono County preschool sites utilizing the California Department of Education's Quality Continuum Framework Matrix.
- Maintain a preschool workforce registry inclusive of tracking college degree and Early Childhood Education Units and Permits as well as professional development activities and quality improvement plan information for site directors, lead teachers and other preschool classroom staff.
- Manage the workload and track the data for classroom, site and agency quality improvement coaching and technical assistance activities.
- Manage the workload and track the data for classroom external assessments using the CLASS and ERS Assessments.
- Track California Community Care Licensing information by site.

Project Deliverables

The following is a summary list of project deliverables which the Contractor will provide to First 5 MONO CHILDREN AND FAMILIES COMMISSION pursuant to this Agreement:

Deliverable	Description
Hosting of a QRIS Program Management and Student Information Web-Based Data System	Early Quality Assessments will host a secure and fully managed iteration of iPinwheel for Mono County: Mono.iPinwheel.com.
Training and Technical Assistance	Early Quality Assessments hosts web-based training and technical assistance on the use of the iPinwheel QRIS Data System, differentiated by role. Training schedule will be provided to Mono County. EQA staff will assist to ensure a successful transition and launch at all levels: QRIS administration, Preschool Agency Administration, Preschool Site Administration and Classroom levels.
Materials and Resources	<ul style="list-style-type: none">• Training agenda templates', materials and practice activities for the following iPinwheel

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	<p>trainings: QRIS Administrators, QRIS Coach, ERS/CLASS Assessors, CCL Staff, QRIS Education Approvers, QRIS Professional Development Administrators, Preschool Agency Administrators, Preschool Site Administrators, and Preschool Classroom Staff.</p> <ul style="list-style-type: none">• iPinwheel Terms and Conditions to be used with subcontractors.
Synchronization Scripts	<ul style="list-style-type: none">• Synchronization scripts that support the following SIS Data Systems will be provided to Mono County for use with school districts, Head Start and non-profit preschool agencies: NoHo Care, Synergy, Child+, Kindertrack, Centertrack, PowerSchool, Procure, Child Care Manager, Zangle, PROMIS, and ESchool.

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Project Management Plan

Description	Start Date	End Date	Duration
Execute contract between Mono County and Early Quality Assessments	September 15, 2016	September 15, 2016	1 Day
EQA to set up and test Mono County iteration of iPinwheel	September 15, 2016	September 22, 2016	7 Days
EQA to Provide iPinwheel Overview to Mono County and Stakeholder Agency managers with focus on what the system can do and how it can be utilized to monitor QRIS activity and site tiering activities	TBD		6 Hours
<p>Mono County to identify key Staff to attend the following WebEx iPinwheel Trainings:</p> <ul style="list-style-type: none"> • Data Management, imports/exports and synchronization: These staff will be trained to set up and modify all high-level QRIS administrative settings in iPinwheel. These staff will carry the most responsibility for administrating the iPinwheel system for Mono County including granting access to all QRIS staff and preschool agency data administrators. They will be trained to use the iPinwheel Excel-based upload templates to import and/or modify data in the iPinwheel System on an ongoing basis. They will also be trained to use the synchronization scripts between iPinwheel and a wide variety of ECE SIS Systems (NoHo Care, Synergy, ChildPlus, etc.). These staff are typically data specialists and not program staff. EQA highly encourages this team to attend all other iPinwheel trainings detailed below in order to become proficient on all features and workflows of the system. • QRIS Workforce Registry: These staff will be trained on using the workforce registry features in iPinwheel: QIP Plans, Workforce Education Documentation (college degrees and permits), coaching logs, and professional development pathways and workshops/PLCs. • ERS and CLASS Assessors: These staff will be trained on using the features and workflows related to conducting an ERS or CLASS Assessment on participating QRIS sessions/classrooms. • QRIS Hybrid Matrix Raters: These staff will be 	TBD		Each Training is 2-3 hours. iPinwheel will schedule each training on a date and time that works for the Mono County Team applicable to each type of training.

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<p>trained on understanding the automation features of the Hybrid matrix inside the data system as well as how to use the manual override features to rate preschool sites using the California Hybrid Matrix. Staff responsible for rating sites will want to participate in this training.</p> <ul style="list-style-type: none"> • Community Care Licensing: These staff will be trained is using the CCL features in the system. • QRIS Fiscal: These staff will be trained on using the fiscal “block grant” or funding features inside the system. • Statistical Analysis: These staff will be trained on how to use the statistical analysis features of iPinwheel. These are typically data specialists and project evaluator staff. • Preschool Site Trainers: These staff will be trained on all the student information features inside the system. By the end of this training, they will be equipped to train preschool site directors and classroom teachers/staff on using 100% of the SIS features. 			
<p>EQA to provide the initial Data Management, imports/exports and synchronization support to the identified Mono County and partner agency staff who will be the data managers in charge of the iPinwheel system for Mono County. During this time of support, the following activities will be completed that are required to launch:</p> <ul style="list-style-type: none"> - EQA to Support the Set-up of Mono County and Partner agency QRIS Administration Accounts: - Assign user accounts to Program Users - Assign Security Levels for Program Users <p>- EQA to Work with Mono County Key Data Staff to determine an ID nomenclature that will work for the county for ID numbers at the following levels of data: Agency, Site, Session, Staff, Households/parents, and child.</p> <p>-EQA to Support Mono County to Load the following existing data into the newly created iPinwheel system after validation tests are completed:</p> <ul style="list-style-type: none"> - QRIS Administration Staff and QRIS Information - Professional Development Pathways - Professional Development Workshop Topics - Time Constraints for the Completion of the DRDP and 	<p>Target: Week of October 3, 2016</p>		<p>1-2 Days</p> <p>Depending on availability of data and information for account set up</p>

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ASQ - QRIS Administration “Flags” for Agencies, Sites, Sessions, Staff, Children (if any- i.e. RTT Site, or CSP 1 Classroom). - Coach/TA Information - Preschool Agencies - Preschool Staff including current education level and professional development - Preschool Sites - Preschool Sessions and any existing ERS and CLASS Scores - Preschool Children (if ready) - Households and parents (if ready)			
GO LIVE: Release iPinwheel for Mono County and begin using the system to conduct QRIS activities.	Target Date: October 14, 2016		

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Pricing

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Software-As-A-Service Cost	Price
The Annual Cost for Hosting and Managing the Mono County iteration of iPinwheel is \$150.00 per site based upon a range of 10-20 total sites per year for the Mono County IMPACT and CSPP Block Grant Program. All IMPACT and CSPP QRIS Administration and participating CSPP preschool agency users/accounts are included in this price. This is a reduced price unique to Mono County for the operation of the IMPACT and CSPP Block Grant programs.	\$150/per site Annually X 10-20 Sites = \$1,500.00-\$3,000.00
iPinwheel Training	
QRIS Administration Training/All QRIS Roles. EQS staff will provide WebEx training to Mono County QRIS Administrators during the iPinwheel launch phase. Ongoing WebEx Trainings for all iPinwheel roles will be made available after that to ensure Mono iPinwheel users are supported in using the system.	No Charge
QRIS Train-the-Trainer for Preschool Agency and Site iPinwheel user Roles	No Charge

EXHIBIT B

ACCEPTANCE CRITERIA AND PROCEDURES

Acceptance Testing - Acceptance testing is intended to ensure that the Contractor's services for data software system design, development, and implementation of the Program provided for under the Agreement shall operate in substantial accord with the specifications, as set forth in Exhibit A, and that the Deliverables meet a satisfactory level of performance reliability, prior to their acceptance by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION. The following tests and/or verification procedures, to be conducted in accordance with in Exhibit A, are conditions to the FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's final acceptance of the Contractor's Program.

1. Verification Step One: Contractor shall provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION with access to a Pilot Test Version of the Program in accordance with Exhibit A.
2. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall perform acceptance testing on the Pilot Test Version within two (2) weeks of being provided with access to the Pilot Test Version and provide Contractor with any modifications, revisions or repairs to the Program in writing.
3. Contractor shall make FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION-requested modifications, revisions or repairs to the Program within two (2) weeks of receipt of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION's written request.
4. Verification Step Two: Contractor shall provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION with access to the Final Version of the Program in accordance with Exhibit A.
5. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall perform acceptance testing on the Final Version in order to verify that all requested modifications, revisions and repairs (paragraph 2 above) have been made to the satisfaction of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and that the Program is complete and in operative deployment.
6. Verification Step Three: FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall acknowledge its final acceptance of the Final Version of the Program with (a) the approval of payment for the deliverable; and (b) a written letter to Contractor memorializing this acknowledge and acceptance.

Exhibit C

Data Transfer Upon Expiration Or Termination Of Agreement

The Parties acknowledge and accept the fact that they both have an interest in the orderly transfer of FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data upon the termination of this Agreement, either as a result of one party's exercise of its termination rights under Paragraph 9 of this Agreement, or upon the expiration of the contract term. Therefore, the Parties hereby agree to the following:

1. **Data Transition Plan.** Upon notification of termination as set forth in Paragraph 9, Contractor will develop and deliver a transition plan to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION within fifteen (15) days. The transition plan shall include a timeline listing key transition events and activities, including the tasks described below.
2. **Data Transfer.**
 - 2.1. Contractor shall assign key personnel and provide information to manage the contract close-out process and data transfer. Contractor shall respond to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION inquiries within 24 hours.
 - 2.2. Contractor shall post a notice to end-users on the Pinwheel Website regarding the cut-off date for end-users to access the Pinwheel system. This message and the posting date shall be mutually agreed upon between FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION and Contractor.
 - 2.3. FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION shall have access to FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data for purposes of downloads, exports, and to run reports for sixty (60) days after end-user access has been terminated.
 - 2.4. Contractor shall provide a detailed data directory, including, but not limited to: the names and descriptions of various tables and their contents/fields; relationship between fields; and additional details such as the type of length of each data element.

Within seven (7) days of the end user cut-off date approved by FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION, Contractor shall provide FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION with a complete export of all FIRST 5 MONO CHILDREN AND FAMILIES COMMISSION data in the Pinwheel system. Contractor shall provide an export of all data as a CSV or Excel flat file or SQL, or other mutually agreed upon format.

**AGREEMENT BETWEEN COUNTY OF MONO, ON BEHALF OF THE MONO COUNTY
CHILDREN AND FAMILIES COMMISSION, AND PROGRESSIVE EARLY ASSESSMENTS, INC.
FOR THE PROVISION OF ASSESSMENT SERVICES**

INTRODUCTION

WHEREAS, the Mono County Children and Families Commission (an agency of Mono County charged with planning, developing, and implementing programs on behalf of the County that support early development of children up to five years of age within Mono County) (hereinafter referred to as the "Commission") may have the need for the assessment services of Progressive Early Assessments, Inc., of San Diego (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Contractor shall furnish to the Commission, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the Commission to the Contractor to perform under this Agreement will be made by the Executive Director, or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the Commission's need for such services. The Commission makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the Commission under this Agreement. By this Agreement the Commission incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the Commission should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the Commission's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. TERM

The term of this Agreement shall be from **February 16, 2017** to **June 30, 2017** unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. Commission shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at Commission's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the Commission under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from Commission, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the Commission to Contractor for services and work performed under this Agreement shall not exceed five thousand dollars (\$5000.00) in any twelve-month period, (hereinafter referred to as "Contract Limit"). Commission expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the Commission, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the Commission's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the Commission's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the Commission shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the Commission determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the Commission shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, Commission will not withhold any federal or state income taxes or social security from any payments made by Commission to Contractor under the terms and conditions of this Agreement.

(2) Commission shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, Commission has no obligation to withhold any taxes or payments from sums paid by Commission to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. Commission has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by Commission to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the Commission. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with Commission to ensure that all services and work requested by Commission under this Agreement will be performed within the time frame set forth by Commission.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the Commission. Contractor will provide Commission, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and Commission as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, Commission reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Commission is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COMMISSION PROPERTY

A. Personal Property of Commission. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by Commission pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the Commission. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or

manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Commission. At the termination of the Agreement, Contractor will convey possession and title to all such properties to Commission.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Commission as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Commission for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- ☒ General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy. This coverage may be waived by Mono County Risk Management in writing if it is determined there is no significant exposure to these risks.
- ☐ Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-

renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- ☐ Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide Commission: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono and the Mono County Children and Families Commission, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the Commission.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by the Commission and Mono County Risk Management. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Commission and Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Commission and Mono County Risk Management guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Commission as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the Commission. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the Commission, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the Commission is to be considered an employee of Contractor. It is understood by both Contractor and Commission that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to Commission only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to Commission's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of Commission.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the Commission, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the Commission, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the Commission, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, Commission, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of Commission shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that Commission determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, Commission has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by Commission without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to Commission thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. Commission has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the Commission. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the Commission.

16. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the Commission in a timely manner, or fails in any way as required to conduct the work and services as required by the Commission, the Commission may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, Commission will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and Commission laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records

obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the Commission.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the Commission in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the Commission, or who has been an adverse party in litigation with the Commission, and concerning such, Contractor by virtue of this Agreement has gained access to the Commission's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or Commission statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of the Commission to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Commission has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or Commission shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

Commission: Molly DesBaillets
PO Box 130
Mammoth Lakes, CA 93546

Contractor: Susan McGraw
3443 Camino Del Rio South, Suite #112
San Diego, California, 92108

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COMMISSION OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

Commission Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO, ON BEHALF OF THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION, AND PROGRESSIVE EARLY ASSESSMENTS, INC. FOR THE PROVISION OF ASSESSMENT SERVICES

TERM:

FROM: February 16, 2017 TO: June 30, 2017

SCOPE OF WORK:

The Commission is engaging Progressive Early Assessments, Inc. to act as a Consultant and to provide an independent, reliable CLASS and/or ERS observation team (*External Review Team*) and Lead ERS Anchor that will provide CLASS and/or ERS observational services in order to meet the independent assessment observation requirements set forth in First 5 Mono Commission's Local Area Agreement with First 5 California, which is included as **Attachment C** and incorporated herein by this reference. Consultant agrees to perform services as required by the Commission. Consultant shall provide the necessary qualified personnel to perform the services as enumerated below.

External observations services shall be conducted by highly trained, calibrated and experienced individuals who have no conflict of interest with a site as determined by a lack of a financial agreement between the assessor or the assessor's employer and the child care site. Contractor will conduct the following anchor/observation services:

- CLASS Infant and/or Toddler observations for approximately **3** classrooms/family child care homes over a 3-month time frame: February 2017-June 2017
- Family Child Care Environment Rating Scale (FCCERS) observations for up **3** classrooms over a 3-month time frame: February 2017-June 2017
- Quality control procedures shall include proof reading reports and performing quality assurance checks on each report to ensure that all external scores are highly calibrated and reliable based on the intent of the authors of the CLASS and ERS tools

Contractor Shall:

- Contact the site the day before to ensure that the Lead Teacher, as specified, on the Classroom Information form is scheduled to work
- Complete the entire CLASS observation sheet including the scoring summary sheet
- Complete the entire ERS score sheet including the profile page
- Complete the ERS debriefing consultation form; all indicators scored "no" are required to have comments explaining rationale.
- Complete a CLASS debriefing report
- Submit the observation/scoring summary sheets and the score sheets and profile page, within **one week of the observation**
- Submit the CLASS and/or ERS debriefing consultation form within **one week of the observation**
- Submit all interview notes, if applicable

Commission Shall:

- Schedule CLASS and ERS observations with sites; provide a two-week window of time during which the observation(s) at their site for each specified classroom will take place.

- Notify the Contractor with the dates of the two-week window, the observation needed, and contact information for the site.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO, ON BEHALF OF THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION, AND PROGRESSIVE EARLY ASSESSMENTS, INC. FOR THE PROVISION OF ASSESSMENT SERVICES

TERM:

FROM: February 16, 2017 TO: June 30, 2017

SCHEDULE OF FEES:

ITEM 2 PAYMENT

ESTIMATED COST

Service	Cost	For three sites
CLASS Assessments per assessment	\$675	\$2,025
ERS Assessments per assessment	\$775	\$2,325
Travel cost from San Diego to Mono Commission	Not to exceed \$650	\$650
		\$5,000



Date of distribution: TBD

Submittal Deadline: TBD

MAIL OR DELIVER RESPONSES TO:

ATTN: Molly DesBaillets
First 5 Mono County
PO Box 130
365 Sierra Park Rd. Bldg. M
Mammoth Lakes, CA 93546

Contact: Molly DesBaillets at 760-924-7626 or via email at mdesbaillets@monocoe.org

INFORMATION

As stewards of Proposition 10 tobacco tax funding, First 5 Mono, Alpine, and Inyo aim to invest in efforts that will have the most effective and positive impact on young children and our community. The Hub 6 Regional Coordinator is responsible for the coordination and implementation of regional training and technical assistance to support the implementation of First 5 IMPACT and CA-QRIS. As part of a team of professionals, the Hub 6 Regional Coordinator plays a vital role in the achievement of the Region's goals for improving the quality of care for children 0-to-5.

SCOPE OF WORK

A Quality Rating Improvement System is a method to assess, improve, and communicate the level of quality in early care and education settings. QRIS are systemic, addressing multiple aspects of early care and education through a uniform approach that will be available throughout our region. The First 5 IMPACT Hub is intended to support counties in their implementation of activities related to implementing California's QRIS framework (CA-QRIS) with local providers.

The Hub 6 Coordination will serve as a liaison between consortia (and their participating agencies); contractors, and training and technical assistance providers; First 5 California; and others to increase local capacity, foster cross-county learning and support, and promote regional efficiencies.

The Hub 6 Regional Coordination responsibilities will follow First 5 IMPACT's Seven System Functions of Comprehensive Early Childhood Systems:

1.) BUILD REGIONAL TRAINING AND TECHNICAL ASSISTANCE HUB

Examples of activities include:

- With input from County Consortia, contribute to the development and implementation of a Regional QRIS Training and Technical Assistance Plan for professional development and technical assistance supporting the County Consortia High-Quality Action Plans, including, but not limited to, T & TA resources, coaching models, on-site and virtual training, and other forms of technical assistance
- Facilitate close and effective coordination and collaboration between Hub partners and ensure high-quality documentation of QRIS training and technical assistance activities and ensure that Hub goals are achieved
- Maintain a calendar that tracks training, rating, and assessments
- Ensure that all relevant discussion and developments are brought to the attention of Consortia leads
- Work with Consortia leads to develop hub goals
- Coordinate the provision of training to support Hub goals
- Facilitate shared learning among Hub partners and other relevant stakeholders
- Prepare and present regular updates on the implementation of the QRIS Training and Technical Assistance Plan including lessons learned and recommendations for improvement
- Serve as a technical assistance resource to participating counties and consortia regarding the implementation of CA-QRIS
- Develop topics for 2017 Summer Institute

2.) FINANCE STRATEGICALLY

Examples of activities include:

- Explore with Hub 6 county consortia opportunities for additional funding
- Leverage resources regionally

3.) ENHANCE AND ALIGN STANDARDS

Examples of activities include:

- Provide expert knowledge of CA-QRIS tools and resources
- Support the alignment, modification, and layering of existing quality improvement work throughout the region

4.) CREATE AND SUPPORT IMPROVEMENT STRATEGIES

Examples of activities include:

- Support the development of a regional pool of qualified QRIS assessors (ERS, CLASS, PAS/BAS)
- Coordinate responsibilities of regional trainers to meet the training and technical assistance needs of consortia within the Hub
- Coordinate site rating visits for identified QRIS sites throughout the region
- Track and monitor certification status of regional trainers to ensure recertification requirements are met on a timely basis
- Empower teachers and providers
- Support local coaches, trainers, and other technical assistance providers through workshops, regular meetings, e-mail, and telephone communication

5.) ENSURE ACCOUNTABILITY

Examples of activities include:

- Participate in designing, conducting, monitoring and reviewing data protocols and evaluations
- Support local consortia to ensure necessary data is collected and input in a common data system
- Monitor progress in achieving the Regional QRIS Training and Technical Assistance Plan
- Utilize databases and other tools across the Hub to monitor and collect demographic data and other information for reporting purposes
- Prepare detailed reports, correspondence, and presentations using MS Word, PowerPoint, and Excel
- Share responsibility with the Lead Agencies in each of the participating consortia to abide by the terms of the First 5 California Local Area Agreement
- Assist in coordination of data and reporting from participating consortia

6.) OUTREACH AND COMMUNICATION

Examples of activities include:

- Participate in the development of effective communication processes and networks to access and disseminate information across consortia participating in the Hub
- Participate in the development of information, training, and self-study materials that enable sites in the region to better understand and engage in the CA-QRIS
- Represent the Hub and its small county consortia at public functions and local, county, regional, and state meetings and provide presentations, reports, and updates as needed.

TYPICAL QUALIFICATIONS

Any combination of education and experience sufficient to directly demonstrate possession and application of the Essential Activities listed above.

PREFERRED:

- Graduation from an accredited four-year college or university with a degree in Early Childhood Education, Child Development, or related field (alternate qualifications may be considered)
- 2 years' technical experience in a public or private organization or community development agency providing grant management, program coordination and/or early education or related services to families with young children, including the responsibility for program coordination, planning, administration, and/or evaluation
- Strong content and working knowledge regarding critical QRIS elements including: Environment Rating Scales, Classroom Assessment Scoring System® (CLASS®) child screening and assessment, early learning curricula, California Preschool Learning Foundations and Frameworks, California Early Childhood Educator Competencies, and the Desired Results Developmental Profile
- Experience developing professional development strategies for a culturally, linguistically, and/or geographically diverse array of clientele

REQUIRED:

- Practical experience in at least two or more of the following content areas: infant development, toddler development, preschool development, bilingual/bicultural education, evidence-based classroom curriculum, accreditation (NAEYC, NAC, NAFCC, etc.), social-emotional development, special education, and child care center administration and management
- Work together as a team with First 5 Mono staff, Lead Agency supervisors, and/or Consortium partners and have a positive approach to all situations and requests
- Able to handle the demands and pressures of a fast-paced environment, handle detail-oriented tasks and have the ability to handle multiple projects simultaneously
- Expert troubleshooting skills with clear ability to prioritize and resolve issues in a timely and thorough manner
- Positive attitude, approachable, courteous and respectful and maintains professionalism under pressure
- Demonstrates initiative and can work independently. It is expected that all tasks will be performed efficiently and accurately, with discretion, judgment, and a minimum of instruction and supervision

WORKING CONDITIONS

WORK ENVIRONMENT:

The contractor will not be expected to report to a designated office, although provision of office space in Mammoth Lakes is possible.

SPECIAL REQUIREMENTS

- Possession of a valid California driver's license
- Proof of current automobile insurance coverage
- The contractor will be expected to use their own vehicle for travel throughout the three county consortia in Hub 6 (Alpine, Mono, Inyo), as necessary to carry out contract activities. Occasional statewide travel (primarily to Sacramento) is required
- Willingness to be fingerprinted
- The contractor will be required to work occasional evenings and weekends

- Occasional overnight travel may be required

PROPOSAL REQUIREMENTS

If you or your organization is interested in performing this Project, please provide a proposal with a description of how you would perform the Project. A qualifying proposal should address and include the items below (**See page limits in bold below**):

- A. Letter of Introduction and Availability (1 Page).** Brief description of individual or firm, contact person, address and telephone number.
- B. Outline of Qualifications and Experience (5 Pages maximum).** Provide Information on past performance, capabilities, resources, and experience in implementing and administering a local government grant program. Demonstrate understanding of QRIS and IMPACT efforts in California, and associated assessment tools. Document experience with QRIS programs, Demonstrate availability and capacity to deliver.
- C. Scope of Work (SOW) and Timeline (4 Pages maximum).** Describe the major activity areas for this project and the accompanying timeline. The project is expected to be complete by October 1, 2018.
- D. Project Budget/Fee Schedule/Compensation (2 Pages maximum).** Include detailed fee schedule of project costs by SOW task and estimated hours.
- E. Professional References (2 Pages per reference maximum).** Provide 1-3 letters of reference for the most recent and most relevant professional references.
- F. Conflict of Interest.** The person or firm shall disclose any financial, business or other relationship with First 5 Mono, or with any employee or officer of First 5 Mono, that may have an impact upon the outcome of the contract procurement process. The person or firm shall also list current clients who may have a financial interest in the outcome of the contract.
- G. Resumes (2 Pages per resume maximum).** Include the resumes of the key staff.

SUBMISSION REQUIREMENTS

- A. Multiple Proposal Copies.** To be considered, submissions in response to this RFP must include three copies of the proposal.
- B. Signature:** The proposal shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company.
- C. Small and Minority Firms:** Consistent with 49 CFR parts 18 and 26, the County seeks to include small and minority firms whenever possible. Respondents are encouraged to use any and all UDBEs/DBEs that they may find available. Furthermore, all RFP respondents must comply with the requirements in the Notice to Bidders/Proposers Disadvantaged Business Enterprise Information and shall submit a completed Local Agency Proposer UDBE Commitment form with their proposals. Only the selected consultant is required to complete the Local Agency Proposer DBE Information.
- D. Time and Place of Submission:** To be considered, three copies of the consultant's proposal must be submitted to First 5 Mono County by 5:00 pm on Thursday, March 9, 2017. Digital proposals may be emailed to mdesbaillets@monocoe.org provided the required three hard-copies are received by 5:00 pm on Thursday, March 9, 2017, but the First 5 Mono assumes no responsibility for formatting or transmission errors. Due to its remote location, overnight

delivery to Mammoth Lakes by USPS, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery.

E. Submittals shall be addressed as follows:

ATTN: Molly DesBaillets, Executive Director
First 5 Mono County
365 Sierra Park Road, Building M
PO Box 130, Mammoth Lakes, CA 93546

- F. **Late Submittals:** Submittals received after the specified time shall not be considered.
- G. **Modification or Withdrawal of Submittals:** Any proposal received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.
- H. **Property Rights:** Proposals received become the property of the First 5 Mono County and all rights to the contents therein become those of First 5 Mono County.
- I. **Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act and other applicable laws. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.
- J. **Amendments to Request for Proposals:** First 5 Mono County reserves the right to amend this RFP by addendum before the final submittal date.
- K. **Inquires:** Inquiries concerning this RFP should be directed to:
Molly DesBaillets
760-924-7626
mdesbaillets@monocoe.org

AWARD CRITERIA AND SELECTION PROCESS

Proposals will be reviewed for responsiveness to the proposal requirements described in above. If any information is missing, the proposal may be deemed to be non-responsive. Further review of non-responsive proposals is subject to the First 5 Mono County's discretion. Regional approval must be obtained prior to awarding the contract for services.

Proposals that have been received by the stipulated date and time and which are responsive will be assessed and points assigned based on the following evaluation criteria. In addition, the evaluation of a proposal will be based on a "best value" method that includes cost as a factor. First 5 Mono is not constrained to accept the lowest offer; however, will compare all offers to determine the best value.

EVALUATION CRITERIA

Criteria	Rating Points
1. Past performance, Capabilities, resources, and experience in implementing and administering a local government grant program.	15
2. Understanding of applicable QRIS and IMPACT programs and associated assessment tools.	15
3. Scope of Work and Timeline address the needs of Region 6	20
4. Demonstrated experience and understanding with the following issues: a) Child care quality b) Early Childhood Education c) Regional coordination	30
5. Capacity to serve the geographic area	10
6. Price	10
TOTAL POINTS	100

First 5 Mono County reserves the right to request clarification of the services submitted, to request additional information, and to waive minor irregularities in the proposal and review process.

CONTRACT AWARD(S)

A. Non-Commitment: This RFP does not commit First 5 Mono County to award a contract, to pay any costs incurred in preparation of a Proposal in response to this RFP, or to procure or contract for services. First 5 Mono reserves the right to accept or reject any or all submittals received as a result of this request or to modify or cancel in part or in its entirety the RFP if it is in the best interests of First 5 Mono County to do so.

B. Recommendation, Approval and Execution: Contract award(s) with the consultant(s) selected will be recommended for award by the First 5 Mono County Commission. Should this RFP result in the award of any contract, the contract will not be in force until it is fully-executed by the First 5 Mono County and approved by the region.

C. Non-Discrimination: Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, or national origin, except as provided by law.

D. Proof of Insurance: First 5 Mono requires a minimum of General Liability Insurance, but may also require other forms of insurance as yet to be determined. Be advised that if a contractor is selected, the contractor shall be required to demonstrate proof of insurance prior to performance of the contract.

E. Payment: Payment under any contract resulting from this RFP will be consistent with the contract agreement.

F. Performance of Work: It is the intent of First 5 Mono County to have the selected contracting firm begin work on the Project on or about April 1, 2017 and complete all activities by October 1, 2018.

CONFLICT OF INTEREST

By submitting a proposal in response to this RFP, contractor warrants and covenants that no official or employee of First 5 Mono, nor any business entity in which an official of First 5 Mono has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to First 5 Mono County.

REQUIRED CONTRACT PROVISIONS

Any contract entered to perform the work described in this RFP will contain the following provisions, which will be binding on the consultant.

EQUAL OPPORTUNITY

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Grantee and the Consultant both assure that no otherwise qualified person shall be excluded from the participation of employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, and the Age Discrimination Act of 1975, and all implementing regulations.

B. State Nondiscrimination Clause

During the performance of this contract Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial or pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. Grantee, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

C. Americans with Disabilities Act (ADA) of 1990

By signing this agreement, the parties to this agreement assure the State that they will comply with the

Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

ANTI-LOBBYING, AND KICK-BACK, AND CONFLICT OF INTEREST

Bonus or Commission, Prohibition against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

1. Obtaining the State's approval of the application for such assistance or
2. The State's approval of the application for additional assistance, or
3. Any other approval or concurrence of the State required under this agreement, Title I of the Housing and Community Development Act of 1974, or the state regulation with respect thereto; provided however, that reasonable fees for bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Conflict of Interest

No member of, or delegate to, the Congress of the United States and no resident, commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No local public official with duties involving the grant activities may have any interest in any contracts or proceeds for the work done in conjunction with this contract.

Pursuant to 24 CFR 570.611, no member, officer, or employee of the County, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to HCD activities assisted through this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HCD-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HCD-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

RECORDS AND AUDIT

A. Records

Notwithstanding anything to the contrary stated in the Agreement, Consultant will keep all program records for at least five years after your contract and any and all amendments expire or three years after the completion and resolution of any audits or lawsuits, whichever is later.

B. Monitoring

Consultant agrees to allow First 5 Mono unrestricted access to all relevant records, documents, books, accounts, and all other materials for grant monitoring or auditing purposes, including the monitoring for conformity with any Grant Agreement. Grantee will monitor for conformity with its State contract.

C. NLRB Certification / Procurement / Program Income / Uniform Admin Requirements

Consultant will abide by applicable State rules and regulations regarding such matters as NLRB, procurement, program income and uniform administrative requirements.

MISCELLANEOUS PROVISIONS

A. Compliance with Applicable Rules and Regulations

Consultant agrees to abide by any applicable State rules and regulations regarding such matters as citizen participation, clean air and water, and environmental regulations.

B. Drug Free Workplace Certification

Consultant agrees to abide by the State Drug Free Workplace rules and regulations as defined in the County's grant agreement with the Department of Housing and Community Development.



FY 2015-2016
Evaluation Report

Our goal is to enhance the network of support services for families with children ages 0 to 5 years.

RESULTS AND INDICATORS

Result Areas:

- Mono County children 0-5 are educated to their greatest potential.
- All Mono County Children 0-5 are healthy.

Result: *Mono County children 0-5 are educated to their greatest potential.*

Indicator	Investment area	2013-14	2014-15	2015-16
1. Number and percent of children 6 months to 5 years old screened for developmental delays.	Home Visiting & Child Care Quality	23%	26%	191, 27%
2. Number and percent of children served in home child care settings and childcare centers that exhibit moderate to high quality as measured by a quality index.	Child Care Quality	0	0	34, 5%
3. Number and percent of licensed child care providers in Mono County advancing on the Child Development Permit Matrix.		0	0	0
4. Number and percent of licensed center and family child care spaces per 100 children.		30%	36%	35, 35%

Sources:

1. Children in commission-run programs with developmental screening (78)& children in child care programs participating in quality programs who received a developmental screening (113) /children birth to five in Mono County, US Census 2015 population estimate, 709 (100% reporting rate)
2. Inyo County Superintendent of Schools Quality Rating Improvement System rated 2 sites—Inyo Mono Advocates for Community Action 's Preschools in Mammoth and Coleville and both were rated as having high quality. Children served at the sites (34)/ US Census 2015 population estimate, 709 (100% reporting rate)
3. Child Development Training Consortium permit application submission—0 for FY 11-12, 13-14, and 14-15—1 in 12-13 (100% reporting rate)
4. Number of child care spaces on the county list of licensed providers serving local birth-to kindergarten age children, 248/children birth to five in Mono County, US Census 2015 population estimate, 709 (100% reporting rate)

Result: *Mono County children 0-5 are educated to their greatest potential.*

Item #8

Mtg. Date 2/16/2017

Indicator	Investment area	2013-14	2014-15	2015-16
1. Number and percent of children who have ever attended a preschool, Pre-K, or Head Start program by the time of Kindergarten entry.	School Readiness	56%	54%	17, 61%
2. Number and percent of children “ready for school” upon entering Kindergarten.*		83%	56%	29, 37%
3. Number and percent of children receiving Kindergarten transition support.		83%	84%	94, 79%
4. Number and percent of entering Kindergartners assessed for school readiness prior to entry.		85%	69%	78, 66%
5. Number and percent of children in households where parents and other family members are receiving child-development and parenting education.	Home Visiting & Behavioral Health	45%	72%	395, 56%

Sources:

1. Summer Bridge Parent Surveys, n=28, (only includes children enrolled in Summer Bridge whose parents completed a survey—24% reporting rate)
2. Brigance screens of students assessed as within the typical range and above the gifted cutoff/ number of assessments, n=78 (66% reporting rate)
3. Number of assessments, children participating in kindergarten Round Up, or Summer Bridge enrollment whichever is highest (Round Up for FY 2015-16)/ number of children on the first day of kindergarten, n=119 (100% reporting rate)
4. Number of assessments/number of children on the first day of Kindergarten, n=119 (100% reporting rate)
5. Children in commission-run programs with child-development education components (i.e. Home Visiting and Playgroups)/children birth to five in Mono County, 2010 US Census and Census projections: 2010-11, n=848; 2011-12, n=822 ; 2012-13, & 13-14, n=764; 2014-15, n=700; 2015-16, n=709 (only includes First 5 programs—56% reporting rate)

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*The Brigance assessment tool was phased in between 2014 & 2015—2014-15 screening data from ESUSD used the Brigance and all data in 2015-16 used the Brigance

Result: *All Mono County children 0-5 are healthy.*

Item #8

Mtg. Date 2/16/2017

Indicator	Investment Area	2013-14	2014-15	2015-16
1. Number and percent of children in families provided with information about appropriate community services.	Home Visiting & Behavioral Health	45%	72%	395, 56%
2. Number and percent of children where breastfeeding is successfully initiated and sustained.	Home Visiting	84%	89%	29, 84%
3. Number and percent of children 0 to 5 years of age who are in the expected range of weight for their height and age, or BMI.		Unavailable	Unavailable	91, 78%
4. Number and percent of entering Kindergarteners assessed for school readiness prior to entry.	School Readiness	85%	69%	78, 66%

Sources:

1. Children in commission-run programs with resource referral components (i.e. Home Visiting and Playgroups), n=709 (percentage served does not include children in families who received resource referrals from other agencies—56% reporting rate)
2. Welcome Baby data, number of children breastfed at 1 month, n=38 (27% reporting rate)
3. Child Health and Disability Prevention (CHDP) data provided by the Mono County Health Department. Data collected by pediatricians for children in CHDP programs ages 2-5 in Mono County in FY 2015-16, n= 117 (includes only children enrolled in CHDP—17% reporting rate)
4. Children assessed by First 5 pre-kindergarten assessments/ number fin incoming kindergartners, n=119 (does not include assessments conducted by other agencies—e.g. State Preschool and Early intervention programs—66% reporting rate)

Result: *All Mono County children 0-5 are healthy.*

Item #8

Mtg. Date 2/16/2017

Indicator	Investment Area	2013-14	2014-15	2015-16
1. Number and percent of children who regularly access preventive dental care.	Oral Health	15%	Unavailable	190, 27%
2. Number and percent of children ages 1 or older who receive annual dental screenings.		34%	Unavailable	313, 44%
3. Number and percent of children at Kindergarten entry with untreated dental problems.		26%	11%	2, 5%
4. Number and percent of prenatal women who receive dental hygiene education.		28%	24%	14, 10%

Sources:

1. FY 2015-16 children ages 1-5 seen at Sierra Park Dental more than once in the year, n=709 (percentage served does not include children seen by other dentist offices—44% reporting rate)
2. FY 2015-16 children 1-5 seen at Sierra Park Dental, n=709 (percentage served does not include children seen by other dentist offices—44% reporting rate)
3. 2015 Kindergarten Round Up Oral Health Assessment forms, n=41 (only includes students receiving an oral health assessment at Kindergarten Round Up—34% reporting rate)
4. Number of prenatal WB! Visits/ California Department of Finance Projections number of births, n=143 (percentage served does not include services from sources other than First 5—10% reporting rate)

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FY 2015-16 Expense

Item #8
Mtg. Date 2/16/2017

Expense	Actual	Budget	% of Budget Spent	5 year Strategic Plan
Home Visiting	\$145,357.70	\$144,668	29.2%	34%
Welcome Baby!	\$79,854.04	\$80,028		
CAPIT	\$61,778.88	\$60,500		
School Readiness	\$91,977.05	\$92,834	18.5%	19%
Transition to School	\$18,274.15	\$18,675		
Raising A Reader	\$38,000	\$38,000		
Child Care Quality	\$81,154.81	\$86,108	16.3%	9%
CARES	\$56,504.86	\$60,500		
IMPACT	\$24,649.95	\$25,608		
Oral Health	\$6,611.87	\$6,738	1.3%	1%
Peapod	\$34,999.99	\$35,000	7.0%	7%
Safe Kids Coalition	\$8,113.53	\$8,000	1.6%	2%
Operations/Support	\$99,505.27	\$104,250	20%	28%
Total Expenses	\$483,390.49 \$482,390.49	\$498,123	97%	
Total Revenue	\$488,596.36	\$494,738		
Net Revenue	\$6,205.87	-\$3,385		

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	Current Budget	Proposed Budget	Difference
Ordinary Income/Expense			
Income			
Prop 10 Tax Revenue	90,397.00	90,397.00	
Small County Augmentation	259,603.00	259,603.00	
SMIF (Surplus Money Inv Fund)	25.00	25.00	
CAPIT (Parenting Partners)	30,000.00	30,000.00	
IMPACT	57,145.00	57,145.00	
Region 6 T&TA Hub		42,414.00	42,414.00
ICSOS Coaching		1,000.00	1,000.00
CDBG Administration	9,887.28	9,887.28	
CDBG	224,102.00	224,102.00	
Peapod Program (Prop 63 Funds)	35,000.00	35,000.00	
Raising a Reader	2,048.82	2,048.82	
Misc Inc			
Breast Pump Attachments	100.00	100.00	
Total Misc Inc	100.00	100.00	
Interest on F5 Mono Fund Bal	6,200.00	6,200.00	
Total Income	714,508.10	757,922.10	43,414.00
Expense			
Home Visiting (Resource 9037)			
Welcome Baby! Home Visiting			
Home Visitors Salary	56,229.25	56,229.25	
Home Visitors Benefits	4,672.92	4,672.92	
Admin Assistant Salary	6,711.48	6,711.48	
Admin Assistant Benefits	1,142.76	1,142.76	
Office Supplies	1,500.00	1,500.00	
Postage	200.00	200.00	
Mileage Reimbursement Personal	6,100.00	6,100.00	
Educational Support Materials	2,200.00	2,200.00	
MCOE Indirect	6,811.93	6,811.93	
Total Welcome Baby! Home Visiting	85,568.34	85,568.34	
CAPIT Grant Parenting Partners			
Home Visiting Staff	37,000.00	37,000.00	
Home Visiting Supervision	4,610.00	4,610.00	
Office Supplies	1,545.00	1,545.00	
Counseling	2,000.00	2,000.00	
Grant Administration	850.00	850.00	
Training & Travel	9,000.00	9,000.00	
Educational Materials	1,000.00	1,000.00	
MCOE Indirect	4,495.00	4,495.00	
Total CAPIT Grant Parenting Partners	60,500.00	60,500.00	
Lactation Counseling/Childbirth			
Breast Pump Attachments	100.00	100.00	
Lactation Counseling/Childbirth - Other	2,000.00	2,000.00	

	Current Budget	Proposed Budget	Difference
Total Lactation Counseling/Childbirth	2,100.00	2,100.00	
Total Home Visiting (Resource 9037)	148,168.34	148,168.34	
School Readiness			
Director Salary	6,346.32	6,346.32	
Director Benefits	3,284.34	3,284.34	
Admin Assistant Salary	6,711.60	6,711.60	
Admin Assistant Benefits	1,142.94	1,142.94	
Advertising	250.00	250.00	
Office Supplies/Postage	1,000.00	1,000.00	
Motorpool	300.00	300.00	
MCOE Indirect	1,591.15	1,591.15	
Preschool to K Transition	3,500.00	3,500.00	
Promotional Messaging	500.00	500.00	
Early Literacy			
First Book			
Early Literacy - Other	3,000.00	3,000.00	
Total Early Literacy	3,000.00	3,000.00	
ESUSD Transition to School	8,675.00	8,675.00	
MUSD Transition to School	10,000.00	10,000.00	
Preschool Support	4,000.00	4,000.00	
Raising a Reader Mo Co Library			
Story Time			
Leader Salary	1,366.13	1,366.13	
Leader Benefits	215.45	215.45	
Supplies	200.00	200.00	
First 5 Indirect	123.31	123.31	
MCOE Indirect	143.92	143.92	
Total Story Time	2,048.81	2,048.81	
Raising a Reader Mo Co Library - Other	33,000.00	33,000.00	
Total Raising a Reader Mo Co Library	35,048.81	35,048.81	
Total School Readiness	85,350.16	85,350.16	
Peapod (Resource 9039)			
Director Salary	1,410.24	1,410.24	
Director Benefits	731.00	731.00	
Admin Assistant Salary	6,711.60	6,711.60	
Admin Assistant Benefits	1,142.94	1,142.94	
Peapod Leaders Salary	18,584.00	18,584.00	
Peapod Leaders Benefits	1,490.54	1,490.54	
Office Supplies	200.00	200.00	
Advertising	300.00	300.00	
Training	1,000.00	1,000.00	
Playgoup Materials	200.00	200.00	
Mileage Reimbursement Personal	200.00	200.00	
MCOE Indirect	2,754.60	2,754.60	

	Current Budget	Proposed Budget	Difference
First 5 Indirect	275.08	275.08	
Total Peapod (Resource 9039)	35,000.00	35,000.00	
Child Care Quality			
IMPACT			
Director Salary	4,935.96	4,935.96	
Director Benefits	2,554.50	2,554.50	
Coordinator Salary	28,145.28	28,145.28	
Coordinator Benefits	4,778.34	4,778.34	
Materials & Supplies	900.00	900.00	
Travel	2,000.00	2,000.00	
Equipment	1,000.00	1,000.00	
Incentives	14,000.00	15,000.00	1,000.00
Contractual	2,827.00	2,827.00	
Indirect			
MCOE Indirect	681.63	681.63	
First 5 Indirect	8,489.53	8,489.53	
Total Indirect	9,171.16	9,171.16	
Total IMPACT	70,312.24	71,312.24	1,000.00
Region 6 T&TA Hub			
Materials & Supplies		1,250.00	1,250.00
Travel		9,625.00	9,625.00
Contractual		19,847.00	19,847.00
ELNAT		3,200.00	3,200.00
Other		5,100.00	5,100.00
First 5 Indirect		3,392.00	3,392.00
Total Region 6 T&TA Hub		42,414.00	42,414.00
Total Child Care Quality	70,312.24	113,726.24	43,414.00
Oral Health (Resource 9038)			
Director Salary	1,410.24	1,410.24	
Director Benefits	729.84	729.84	
Tooth Tutor Part-time Emp	1,900.00	1,900.00	
Tooth Tutor Benefits	126.96	126.96	
Educational Support Materials	1,000.00	1,000.00	
MCOE Indirect	379.20	379.20	
Total Oral Health (Resource 9038)	5,546.24	5,546.24	
Safe Kids Coalition	7,000.00	7,000.00	
CDBG Admin Expense	9,887.28	9,887.28	
CDBG-ESUSD	224,102.00	224,102.00	
Evaluation	1,319.00	1,319.00	
F5 Operations			
F5 Operations (Resource 9300)			
Director Salary	46,539.60	46,539.60	
Director Benefits	26,639.70	26,639.70	

First 5 FY 2016-17
Budget Revision, Feb 2017

Item #10
Mtg. Date 2/16/2017

	Current Budget	Proposed Budget	Difference
Admin Assistant Salary	17,151.72	17,151.72	
Admin Assistant Benefits	2,920.44	2,920.44	
Office Supplies/Postage	2,500.00	2,500.00	
Advertising	500.00	500.00	
Rent	6,000.00	6,000.00	
Phones	200.00	200.00	
Commissioner Travel	1,000.00	1,000.00	
Staff Travel	4,000.00	4,000.00	
MCOE Indirect	9,838.08	9,838.08	
Total F5 Operations (Resource 9300)	117,289.54	117,289.54	
Total F5 Operations	117,289.54	117,289.54	
Miscellaneous			
F5 Association Dues	3,163.00	3,163.00	
Fiscal Audit	5,950.00	5,950.00	
Mono County Counsel	3,000.00	3,000.00	
Total Miscellaneous	12,113.00	12,113.00	
Total Expense	716,087.80	759,501.80	43,414.00
Net Ordinary Income	-1,579.70	-1,579.70	
	-1,579.70	-1,579.70	

First 5 Mono County
Profit Loss Budget YTD
July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Prop 10 Tax Revenue	18,785.60	90,397.00	-71,611.40	20.78%
Small County Augmentation	16,487.34	259,603.00	-243,115.66	6.35%
SMIF (Surplus Money Inv Fund)	0.00	25.00	-25.00	0.0%
CAPIT (Parenting Partners)	9,605.00	30,000.00	-20,395.00	32.02%
IMPACT	0.00	57,145.00	-57,145.00	0.0%
CDBG Administration	0.00	9,887.28	-9,887.28	0.0%
CDBG	0.00	224,102.00	-224,102.00	0.0%
Peapod Program (Prop 63 Funds)	6,474.73	35,000.00	-28,525.27	18.5%
Raising a Reader	0.00	2,048.82	-2,048.82	0.0%
Misc Inc				
Breast Pump Attachments	0.00	100.00	-100.00	0.0%
Total Misc Inc	0.00	100.00	-100.00	0.0%
Interest on F5 Mono Fund Bal	1,763.45	6,200.00	-4,436.55	28.44%
Total Income	53,116.12	714,508.10	-661,391.98	7.43%
Expense				
Home Visiting (Resource 9037)				
Welcome Baby! Home Visiting				
Home Visitors Salary	29,475.75	56,229.25	-26,753.50	52.42%
Home Visitors Benefits	3,486.21	4,672.92	-1,186.71	74.61%
Admin Assistant Salary	3,915.03	6,711.48	-2,796.45	58.33%
Admin Assistant Benefits	656.96	1,142.76	-485.80	57.49%
Office Supplies	1,010.59	1,500.00	-489.41	67.37%
Postage	47.00	200.00	-153.00	23.5%
Mileage Reimbursement Personal	6,100.00	6,100.00	0.00	100.0%
Educational Support Materials	198.53	2,200.00	-2,001.47	9.02%
MCOE Indirect	0.00	6,811.93	-6,811.93	0.0%
Total Welcome Baby! Home Visiting	44,890.07	85,568.34	-40,678.27	52.46%
CAPIT Grant Parenting Partners				
Home Visiting Staff	20,977.61	37,000.00	-16,022.39	56.7%
Home Visiting Supervision	2,879.31	4,610.00	-1,730.69	62.46%
Office Supplies	833.16	1,545.00	-711.84	53.93%
Counseling	650.00	2,000.00	-1,350.00	32.5%
Grant Administration	100.00	850.00	-750.00	11.77%
Training & Travel	6,367.40	9,000.00	-2,632.60	70.75%
Educational Materials	125.00	1,000.00	-875.00	12.5%
MCOE Indirect	0.00	4,495.00	-4,495.00	0.0%
Total CAPIT Grant Parenting Partners	31,932.48	60,500.00	-28,567.52	52.78%
Lactation Counseling/Childbirth				
Breast Pump Attachments	0.00	100.00	-100.00	0.0%
Lactation Counseling/Childbirth - Other	36.29	2,000.00	-1,963.71	1.82%
Total Lactation Counseling/Childbirth	36.29	2,100.00	-2,063.71	1.73%

First 5 Mono County
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	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
Total Home Visiting (Resource 9037)	76,858.84	148,168.34	-71,309.50	51.87%
School Readiness				
Director Salary	3,702.02	6,346.32	-2,644.30	58.33%
Director Benefits	1,921.10	3,284.34	-1,363.24	58.49%
Admin Assistant Salary	3,915.10	6,711.60	-2,796.50	58.33%
Admin Assistant Benefits	658.74	1,142.94	-484.20	57.64%
Advertising	0.00	250.00	-250.00	0.0%
Office Supplies/Postage	501.76	1,000.00	-498.24	50.18%
Motorpool	0.00	300.00	-300.00	0.0%
MCOE Indirect	0.00	1,591.15	-1,591.15	0.0%
Preschool to K Transition	3,685.87	3,500.00	185.87	105.31%
Promotional Messaging	243.35	500.00	-256.65	48.67%
Early Literacy				
First Book	1,968.82			
Early Literacy - Other	87.33	3,000.00	-2,912.67	2.91%
Total Early Literacy	2,056.15	3,000.00	-943.85	68.54%
ESUSD Transition to School	0.00	8,675.00	-8,675.00	0.0%
MUSD Transition to School	0.00	10,000.00	-10,000.00	0.0%
Preschool Support	0.00	4,000.00	-4,000.00	0.0%
Raising a Reader Mo Co Library				
Story Time				
Leader Salary	789.03	1,366.13	-577.10	57.76%
Leader Benefits	111.10	215.45	-104.35	51.57%
Supplies	0.00	200.00	-200.00	0.0%
First 5 Indirect	0.00	123.31	-123.31	0.0%
MCOE Indirect	0.00	143.92	-143.92	0.0%
Total Story Time	900.13	2,048.81	-1,148.68	43.93%
Raising a Reader Mo Co Library - Other	0.00	33,000.00	-33,000.00	0.0%
Total Raising a Reader Mo Co Library	900.13	35,048.81	-34,148.68	2.57%
Total School Readiness	17,584.22	85,350.16	-67,765.94	20.6%
Peapod (Resource 9039)				
Director Salary	822.65	1,410.24	-587.59	58.33%
Director Benefits	426.90	731.00	-304.10	58.4%
Admin Assistant Salary	3,915.10	6,711.60	-2,796.50	58.33%
Admin Assistant Benefits	657.05	1,142.94	-485.89	57.49%
Peapod Leaders Salary	10,808.09	18,584.00	-7,775.91	58.16%
Peapod Leaders Benefits	996.63	1,490.54	-493.91	66.86%
Office Supplies	4.85	200.00	-195.15	2.43%
Advertising	38.50	300.00	-261.50	12.83%
Training	1,000.00	1,000.00	0.00	100.0%
Playgoup Materials	314.73	200.00	114.73	157.37%
Mileage Reimbursement Personal	250.68	200.00	50.68	125.34%
MCOE Indirect	0.00	2,754.60	-2,754.60	0.0%

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First 5 Indirect	113.00	275.08	-162.08	41.08%
Total Peapod (Resource 9039)	19,348.18	35,000.00	-15,651.82	55.28%
Child Care Quality				
IMPACT				
Director Salary	2,879.31	4,935.96	-2,056.65	58.33%
Director Benefits	1,494.19	2,554.50	-1,060.31	58.49%
Coordinator Salary	16,418.08	28,145.28	-11,727.20	58.33%
Coordinator Benefits	3,547.04	4,778.34	-1,231.30	74.23%
Materials & Supplies	670.68	900.00	-229.32	74.52%
Travel	885.19	2,000.00	-1,114.81	44.26%
Equipment	117.46	1,000.00	-882.54	11.75%
Incentives	0.00	14,000.00	-14,000.00	0.0%
Contractual	1,094.24	2,827.00	-1,732.76	38.71%
Indirect				
MCOE Indirect	0.00	681.63	-681.63	0.0%
First 5 Indirect	5,508.50	8,489.53	-2,981.03	64.89%
Total Indirect	5,508.50	9,171.16	-3,662.66	60.06%
Total IMPACT	32,614.69	70,312.24	-37,697.55	46.39%
Total Child Care Quality	32,614.69	70,312.24	-37,697.55	46.39%
Oral Health (Resource 9038)				
Director Salary	822.65	1,410.24	-587.59	58.33%
Director Benefits	427.08	729.84	-302.76	58.52%
Tooth Tutor Part-time Emp	536.90	1,900.00	-1,363.10	28.26%
Tooth Tutor Benefits	40.92	126.96	-86.04	32.23%
Educational Support Materials	130.16	1,000.00	-869.84	13.02%
MCOE Indirect	0.00	379.20	-379.20	0.0%
Total Oral Health (Resource 9038)	1,957.71	5,546.24	-3,588.53	35.3%
Safe Kids Coalition	0.00	7,000.00	-7,000.00	0.0%
CDBG Admin Expense	4,150.90	9,887.28	-5,736.38	41.98%
CDBG-ESUSD	83,506.50	224,102.00	-140,595.50	37.26%
Evaluation	0.00	1,319.00	-1,319.00	0.0%
F5 Operations				
F5 Operations (Resource 9300)				
Director Salary	27,746.97	46,539.60	-18,792.63	59.62%
Director Benefits	15,898.31	26,639.70	-10,741.39	59.68%
Admin Assistant Salary	9,753.06	17,151.72	-7,398.66	56.86%
Admin Assistant Benefits	1,558.29	2,920.44	-1,362.15	53.36%
Office Supplies/Postage	1,930.69	2,500.00	-569.31	77.23%
Advertising	471.22	500.00	-28.78	94.24%
Rent	3,900.00	6,000.00	-2,100.00	65.0%
Phones	195.41	200.00	-4.59	97.71%
Commissioner Travel	827.84	1,000.00	-172.16	82.78%
Staff Travel	1,565.66	4,000.00	-2,434.34	39.14%

First 5 Mono County
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	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
MCOE Indirect	0.08	9,838.08	-9,838.00	0.0%
Total F5 Operations (Resource 9300)	63,847.53	117,289.54	-53,442.01	54.44%
Total F5 Operations	63,847.53	117,289.54	-53,442.01	54.44%
Miscellaneous				
F5 Association Dues	3,163.00	3,163.00	0.00	100.0%
Fiscal Audit	5,950.00	5,950.00	0.00	100.0%
Mono County Counsel	0.00	3,000.00	-3,000.00	0.0%
Total Miscellaneous	9,113.00	12,113.00	-3,000.00	75.23%
Total Expense	308,981.57	716,087.80	-407,106.23	43.15%
Net Ordinary Income	-255,865.45	-1,579.70	-254,285.75	16,197.09%
	-255,865.45	-1,579.70	-254,285.75	16,197.09%