

Regular Commission Meeting

AGENDA

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. The meeting can be accessed through <https://zoom.us/j/91741780034>, or by phone at: 669-900-9128, Meeting ID: 917 4178 0034 where members of the public shall have the right to observe/listen. If you are interested in submitting public comment on any item on the agenda, or not on the agenda over which the board has jurisdiction, please send the written comment to the following email address in advance of the meeting mdesbaillets@monocoe.org. Email sent and received in real time during the meeting will be read and addressed during the meeting, but it is highly encouraged that comments be sent in advance of the meeting to ensure they are received and read. This altered format is in observance of recent recommendations by state and local officials that certain precautions be taken, including social distancing, to address the threat of COVID-19.

In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact mdesbaillets@monocoe.org. Notification 48 hours prior to the meeting will enable the Board to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130)

September 17, 2020, 2:00-4:30 p.m.

The meeting can be accessed through

<https://zoom.us/j/91741780034> Meeting ID: 917 4178 0034 or Dial: 1 669 900 9128

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. **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)**
3. **Director Report** This information may be reported elsewhere on agenda. **(INFORMATION)**
4. **Minutes** The Commission will consider approving Commission Meeting Minutes from the **January 23, June 8, and June 18, 2020** Commission meetings. **(ACTION)**
5. **Safe Kids** The Commission will hear an update from the Safe Kids Coordinator, Debie Schnadt. **(INFORMATION)**
6. **Raising a Reader** The Commission will hear an update from Raising a Reader staff Carissa Devine and Chalese Miller. **(INFORMATION)**
7. **Robertson Reappointment** The Commission will welcome Commissioner Robertson for a second 3 year appointment to the First 5 Commission from the Board of Supervisors through May 1, 2023. **(INFORMATION)**
8. **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.*
 - Childcare Quality System** **Revenue**
 - First 5 California**
 - a. **IMPACT 2020-23:** up to **\$195,094** total for three years to support quality improvement activities for childcare and education providers. **(ACTION)**
 - b. **IMPACT Regional T&TA Hub FY 2020-21:** up to **\$112,065** to support regional quality improvement activities. **(ACTION)**

- c. **Home Visiting Coordination FY 2020-22:** up to **\$100,000** to provide increased coordination for Home Visiting in Mono County. **(ACTION)**

California Department of Education

- d. **QRIS Block Grant:** up to **\$26,739** to support quality improvement activities for childcare and education providers. **(ACTION)**
- e. **CSPP Block Grant through MCOE:** up to **\$23,215** to support quality improvement activities for childcare and education providers working in State Preschools. **(ACTION)**

Expenses

School Readiness

- f. **Mammoth Unified School District:** up to **\$3,000** for completion of school readiness assessments and coordination Kindergarten Round Up to include any County Counsel approved changes. **(ACTION)**

Childcare Quality System

- g. **US Marine Corps:** for up to \$5,666 for completion of the 2019-2020 Childcare Quality System. **(ACTION)**

**9. Website
Revision for
ADA Compliance**

The Commission will give staff direction on pursuing a contract with Winter Street Design to update the First 5 Mono website to be ADA compliant at an estimated cost of \$3,000-\$6,000. **(ACTION)**

**10. Executive
Director Staffing**

The Commission will consider increasing the Executive Director's staff time from .825 to 1 Full Time Equivalent. Expenses covered by Home Visiting funds through Mono County and First 5 California. **(ACTION)**

**11. Program
Updates**

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

- a. Childcare Quality System
- b. Home Visiting
- c. Family Behavioral Health, Peapod
- d. School Readiness
- e. Community Development Block Grant
- f. Systems Building

12. Budget Update

The Commission will consider adopting the proposed budget update. **(ACTION)**

**Closed Session:
Public Employment**

Public Employee Performance Evaluation. Government Code section 54957.
Title: Executive Director. **(INFORMATION)**

Next Commission Meeting: January 21, 2021, 2:00 p.m. – 4:30 p.m., Mono County Office of Education Conference Room or via Zoom, 451 Sierra Park Road, Mammoth Lakes, CA

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).



Minutes

Regular Commission Meeting

Thursday, January 23, 2020, 2:30-4:30 pm

Mono County Office of Education Conference Room, 451 Sierra Park Rd, Mammoth Lakes, CA 93546

Commissioners Present: Bob Gardner, Chair
Jeanne Sassin, Secretary
Patricia Robertson
Tom Boo
Michelle Raust

Staff Present: Molly DesBaillets, Executive Director
Jackie Miller, Administrative Assistant/Fiscal Specialist

Commission Chair Gardner calls the meeting to order at 2:34 pm.

1. Public Comment

No public comment

2. Minutes (ACTION)

ACTION: Commissioners to approve the September 19, 2019 minutes.

MOTION: Commissioner Boo

SECOND: Commissioner Robertson

VOTE: Unanimous

ABSTENTIONS: None

3. Commissioner Reports (INFORMATION)

Commissioner Robertson reports that she had a baby on December 11, 2019. His name is Owen and he is doing great.

Commissioner Raust expresses her excitement to be part of the First 5 Commission. Kudos to Ms. DesBaillets for her Evaluation Report and all the date compilation. The Commission welcomes Ms. Raust.

Commissioner Sassin reports Lee Vining Kindergarten teacher, Ms. Strathman spoke with some of the daycare providers. Energizing communication has commenced between the providers and Ms. Strathman. Ms. Strathman expresses admiration to First 5 and the Commission for all the work they do. Lee Vining expanded their Transitional Kindergarten program by better aligning the preschool and Kindergarten classrooms. As of January 2020, the Lee Vining preschool offers afternoon Transitional Kindergarten with transportation and meals.

Commissioner Gardner reports information from a study by Brandeis University, geography of child opportunity, **why xxx matter in terms of childhood equity**... in certain areas. Bakersfield is lowest rated

and San Francisco was one of the highest rated areas. The study is shared for interest in what indicators are present with the corresponding results.

4. Director Report (INFORMATION)

Ms. DesBaillets reports on the governor's funding for early childhood including cannabis funding, general childcare slots, and full day/full year state preschool slots. There is a \$100k grant available, this funding pertains to Medi-Cal providers implementing screenings for Adverse Childhood Experiences. With all the grant opportunities, Ms. DesBaillets would like to discuss future grant awards and alignment with the Strategic Plan. Ms. DesBaillets is applying for the Equitable Learning Grant in the amount of \$20,000; it involves childcare quality and allows for new books and training for childcare providers.

As chair of the Childcare Planning Counsel, Ms. DesBaillets is supporting new coordinator, Courtney Powell in the transition regarding document submission to the state and counsel details. A significant amount of time is dedicated to supporting new staff of partner agencies. Working on zip code priorities is assessing which zip codes have the highest need for childcare. The provider appreciation dinner is in May, we are MCOE is handling the dining experience and funding for the food is discussed.

Child Abuse Counsel largely focusing on Child Abuse Prevention month in April. Census Complete Counts Committee is addressing a PO Box issue before Census Day which is April 1. The libraries and home visitors will be trained to support the community in completing their census information.

The Executive Director of the First 5 Association Executive Committee resigned and the search process is underway. The association established a center to approve white paper on kindergarten readiness assessments, early identification and intervention. Leads North East region with 6 new Executive Directors. Home Visiting new affiliate documents, files, and visits significantly increases Ms. DesBaillets time and a budget update will be provided at the next meeting. All commissioners must complete Form 700 which is due in April. Commissioner Robertson emailed regarding the potential of nutrition information being shared with families. Ms. DesBaillets expresses that she is not able to take on any new projects at this time. The ACES grant and the hospital's knowledge and interest in future grants pertaining to screenings is discussed. Ms. DesBaillets will agendize the topic of Adverse Child Experiences for our next meeting. CDBG funding ends at the end of the school year causing a lapse in funding for the preschools. The new CDBG application and Trust Line information for childcare is discussed.

5. Executive Director Evaluation Update (INFORMATION)

Ms. DesBaillets' performance evaluation is currently given by MCOE because First 5 is contracted with MCOE for Human Resources. Discussion between MCOE and the Commission will commence to involve Commission in Ms. DesBaillets performance evaluation. Ms. DesBaillets provides samples of other Executive Directors' evaluation process.

6. Contractual Agreements (ACTION)

The Commission determines the subject matter of the proposed agreements are consistent with the Commission's strategic plan and fiscal plan.

- a. **Early Childhood Assessment Professionals Agreement:** not to exceed **\$9850** for the provision of childcare assessments pertaining to the Childcare Quality System including any

County Counsel approved changes. Funded with Region 6 Hub funds. **(ACTION)** To provide services to help rate childcare sites.

- b. **Quality Rating and Improvement System Block Grant (QRIS BG): \$7491** from the California Department of Education to serve sites with infant and toddler slots. **(ACTION)**
- c. **First 5 Association Mini-grant Agreement: \$1000** for printing costs to encourage Census 2020 participation. Authorize Executive Director to enter into agreement pending County Council approval. **(ACTION)**

ACTION: Commissioners to approve authorization and signature of contractual agreements a through c.

MOTION: Commissioner Robertson

SECOND: Commissioner Boo

VOTE: Unanimous

ABSTENTIONS: None

7. Home Visiting Program Name (ACTION)

Welcome Baby & Healthy Families

ACTION: Commissioners to approve name for the new home visiting program.

MOTION: Commissioner Robertson

SECOND: Commissioner Sassin

VOTE: Unanimous

ABSTENTIONS: None

8. Mammoth Lakes Child Care Center Update (INFORMATION)

Table item, Commissioner Adler, Vice Chair not present

9. 2018-19 Evaluation (PUBLIC HEARING)

- a. 2018-19 Annual Report to First 5 California. Submitted to First 5 CA annually.
- b. 2018-19 Evaluation Report

10. 2018-19 Audit (PUBLIC HEARING)

Ms. DesBaillets reviews the 2018-19 audit. There were no findings. It is noted that Peapod went over budget by ~\$2000.

---PUBLIC HEARING ENDS 3:08 pm---

11. Program Updates (INFORMATION)

Ms. DesBaillets presents First 5 program updates including Peapod and a recent fun arts and crafts event

- a. *Child Care Quality:*
- b. *Home Visiting:*
- c. *Family Behavioral Health:*
- d. *School Readiness Activities:* Kindergarten Round Up & Health and Safety Fair flyers distributed. Backpacks are hopeful but not confirmed do to vendor issue with Chinese tariffs on the supplies. First 5 Express Van is pending.
- e. *Community Development Block Grant:* Anticipation of \$40,000 under budget do to employee changes.

12. Year-to-Date Budget (INFORMATION)

Ms. DesBaillets presents the YTD budget. CDBG bill is a bit lower. Prop 10 disbursements have not come through this year; disbursements are delayed across the state. First 5 Association is trying to go the legislative route to resolve this.

Meeting adjourned at 4:13 pm.

The Commission's next meeting is scheduled for March 19, 2020, 2:30-4:30 pm, at the Mono County Office of Education Conference Room, 451 Sierra Park Road, Mammoth Lakes, CA.



Minutes

Special Commission Meeting
Monday, 2020 June 8, 9:00-9:30 am
Virtual by Zoom Conference

Commissioners Present:

Bob Gardner, Chair
Stacy Adler, Vice Chair
Jeane Sassin, Secretary
Patricia Robertson
Micheal Ruast

Staff Present:

Molly DesBaillets, Executive Director

Commissioner Chair Gardner call the meeting to order at 9:00 am

1. **Public Comments --none**
2. **Commissioner Report (*INFORMATION*) --none**
3. **Director Report (*INFORMATION*) --none**
4. **Contractual Agreements (*ACTION*)—**

Childcare Quality System

- a. **2015-2022 IMPACT Local Area Agreement Amendment from First 5 California:** not to exceed **\$331,713**, an increase of \$12,500 in incentive layer funds, for the provision of quality improvement activities for child care. (***ACTION***)

Basic Needs Funding

- b. **April 12, 2020-June 30, 2020 Family Resource Center Relief Fund from the California Family Resource Association:** not to exceed **\$3,720** for the provision of grocery cards to support 40 families with children prenatal through age 5 facing economic hardship due to the COVID-19 pandemic. (***ACTION***)

ACTION: Commissioners to approve agreements a. and b.

MOTION: Commissioner Sassin

SECOND: Commissioner Robertson

VOTE: Unanimous

ABSTENTIONS: None

5. **Budget Revision (*ACTION*)**

ACTION: Commissioners to approve budget amendment

MOTION: Commissioner Raust

SECOND: Commissioner Adler

VOTE: Unanimous

ABSTENTIONS: None

Meeting adjourned at 9:20



Minutes

Regular Commission Meeting
Thursday, 2020, June 18 2:30-4:30 pm
Virtual by Zoom Conference

Commissioners Present:

Bob Gardner, Chair
Patricia Robertson
Jeanne Sassin
Micheal Raust
Kristin Collins

Staff Present:

Molly Desbaillets

Commission Chair Gardner calls the meeting to order at 2:35 pm.

1. Public Comment

No public comment

2. Minutes (ACTION)

ACTION: Commissioners to approve the minutes

MOTION: Commissioner Raust

SECOND: Commissioner Robertson

VOTE: Unanimous

ABSTENTIONS: None

3. Commissioner Reports (INFORMATION)

Commissioner Robertson reports Mammoth lakes housing received an emergency grant fund from First 5. That they have spent approximately six thousand dollars helping families in Mono County with their rent assistance payment. That includes twenty three children approximately. Also, Mono County has allocated one hundred and fifty thousand to the rental assistance program. They started to get those funds out and they would like to get the word out so that families know that if they are struggling to pay rent in Mono County there are funds they can apply at the Mammoth Lakes Housing website. That they have both English and Spanish speaking staff that are able to process those applications and can help those people that may be accruing debt because they are unable to pay their rent.

Commissioner Sassin reports that they had the kindergarten orientation. They had an in person drive up, and that they used guidelines that Molly had provided for them. They followed up with the parent kindergarten zoom meeting. Everybody is on board and ready. They have really good contact with all of the Kindergartners and T-K's. The Lee vining IMACA preschool has let them know they have changed their hours since they do not have head-start funding. They will still try to work with them and hopefully integrate their T-K and preschool. Also, Lee vining and June Lake have funds for the community organized fund for people who need any kind of financial assistance and she has been helping school wise helping get the right names to the right people, communicating with people when we need to wherever people need rent and food support. They stopped sending food once the school ended. Families with students on their home eighteen and under are provided with, they just turn them to Lee vining care. Also, any information that Molly sends or any other organization sends, she has been sending out electronically to the community.

Commissioner Raust reports that it is budget time, and one of the agenda items will be about CAPIT, which is the funding for Home Visiting, and she will not be able to vote on this item. Also, Mono County Department of Social Services will be renewing their contract with Mono County Office of Education to continue with the CAPC coordination. That Courtney Powell is doing a great job, she has fresh eyes, and a lot of energy to promote child abuse prevention. She will be taking a year round promotion. They will have another contract with Behavioral Health on a pair partnering. She has been responding to reports of adult and child abuse and moving to the new building.

Commissioner Gardner reports that is budget time, he has been trying in the last year or two to get the budget approved in June or July but has not been possible. This year is going to end up being in August and September due to the Covid issue. Suggested that last year's additional funds for Home Visiting later on in August or September to ask some of the commissioners to jump in help organize reports for those funds to continue Home Visiting, and work on what those numbers are.

4. Director Report (INFORMATION)

Ms. DesBaillets reports that at the end of the year regional child quality care work had significant amount of funding left over, some contracts the work couldn't be done because of Covid and funds were re-allocated. Some of the fundings is going to stipends to childcare providers that are able to re-open before June 30th. There are four sites open in Mono County right now. They each got three thousand dollar, and they might get more, depending on how many more sites open.

An interpretation class was funded for three different individuals who work for the childcare quality system interpreting for professional development. Katherine Allen, an extremely experienced instructor is teaching the class. Two of the individuals work for IMACA and one works for First 5.

The office position has been flown and the Executive Director has interviewed a candidate and is planning on making an offer today, just waiting for the former paperwork from the Office of Education. About the operations committee, Bob, Patricia and Stacy meet once and plan to meet again before the whole commission meets to think about the first 5 operations and report out.

Currently working on if First 5 will stay with MCOE for back up office support or what the cost is if hired Mono County and what the costs will be if First 5 worked interdependent of either. Office is open from

9:00 am to 3:00 pm, closed for lunch from 12-12:30. Only one employee at the time and the door is locked, but can still help through the window.

The First 5 emergency funds were accessed by the IMACA preschool; ten thousand dollars were accessed for their head start contract. The funding is for emergencies, therefore they won't be able to access the funding next year. However, the Executive Director is looking at ways for First 5 to partially leverage those fundings in future years.

5. Contractual Agreements

Six items that need to be approved and commissioners need to determine if this subject matter of these agreements are consistent with the strategic plan and fiscal plan. Executive director confirms that they are.

Summery

- a. **Child Abuse Prevention Intervention Treatment** program through social services. It is a contract that has increased the fund to almost \$30,000 dollars.
- b. **Interpreting class**
- c. **Professional development** for the fiscal year that did not occur due to Covid 19, and the amount is not correct, it needs an amendment, and will be presented at the next commission meeting. To be increased by \$2,500 dollars
- d. **Viva San Francisco Agency** contracted for Coordination support for the regional Child Support Quality work. It is in partnership with Alpine and Inyo county. California extended the region for another year, therefore, the contract will be for another year.
- e. **Agency specialized in environmental rating scales assessments**, which no one in the county has, except for IMACA, but they cannot rate their own sites, First 5 needs to rate them. Due to covid they were not able to do the assessments this year, hopefully they can do them early next year.
- f. **Safe Kids Contract** with the Mono County Office of Education. It is a \$7,000 investment per year. Families are able to access car seats and bike helmets and a lot more safety information.

Commissioner Roberston asked about the update on the safety fair for this year since it is part of that contract. Her question is if there is another plan to do outreach with car seats and helmets. The Executive Director will answer the question in program updates.

ACTION: Commissioner to approve the authorization and signature of contractual agreements b through f

MOTION: Commissioner Robertson

SECOND: Commissioner Sassin

VOTE: Unanimous

ABSTENTIONS: None

ACTION: Commissioner to approve the authorization and signature of contractual agreements a

MOTION: Commissioner Collins

SECOND: Commissioner Sassin

VOTE: Unanimous

ABSTENTIONS: MOTION: Commissioner Robertson

SECOND: Commissioner Sassin

VOTE: Unanimous

ABSTENTIONS: Raust

6. First 5 California Annual Evaluation Report 2018-19

No public comments

7. 2020-21 Proposed Budget

Commission staff said that a new fiscal support entity (Jitasa) uses a different format for the budget and she is still working on transition and hopes the transition is easy for the commission.

There is a deficit on the budget for \$8,500, it is a missing amount of Executive Director Salary on Home Visiting. There will be an increase of that amount in the Home Visiting column and the total annual budget.

Revenue lines. Propt ten and small population county augmentation. This year is the last year that First 5 Mono will receive small population county augmentation funding of \$350,000 from First 5 California before moving to a funding formula. The Executive Director is doing some advocacy through the association and hoping the allocation remains the same. The five year budget had predicted for that funding to fall to \$300,000 due to a declining birth rate, the county is about 3 births above the threshold to make it into the \$350,000 dollar allocation rate and the county has fallen with about 4 births. Staff predicts to be in the \$300,00 starting next fiscal year

Government grants, State grants California Grants, under california state preschool grants from the department office of education, impact grant from the First 5 California, preschool development grant renew which will be new next year through the california department of education and the region 6tnt through First 5 California. There is no federal grant listed but there is a community development for the Bridgeport preschool there might be an increase in the grant is approved.

Local Government grants, 16,000 from Social Services for Home Visiting and \$20,000 from Behavioral Health.

Commissioner Gardner asked why there was no County money in the budget. Staff reported that the reason is because County Money has not been allocated. Once allocated it will be added. Also, to expect a revision of this budget in the first meeting for next fiscal year.

Commissioner Robertson asked why there was no line for Donations or fundraising contributions under revenue. Staff said that the donations and fundraising are under the misseleennios. Robertson suggested

that the line for donations and fundraising be in the budget so that everyone knows there is an intention in the future or ability in case of an emergency, like the preschools not going to be funded that we have the ability to receive those quickly or in the future. Staff said that reminds her of the strategic plan conversation around asking for contributions from the lion clubs, the rotary club for specifically books and the kindergarten readiness backpacks that were distributed. She still has two more years to meet the strategic planning plan. This year has been primarily focused on ramping up home visiting to meet the evidence based requirements. And later on she will be focused on working on assessments built to try to find funds from somewhere else.

Interest. This is new. Staff allocated the interest that will be accruing to the home visiting program and there are also a miscellaneous item for any revenue that comes in that is not categorized.

Expenses. Emergency funds this year were incredibly well utilized. Those were allocated to IMACA learning that they had start funds and staff thinks it is wise to continue to have an emergency fund allocation and that has been included on the budget, then there is block grants, stipend, counselling, and incentives. Incentives to providers and expended in several of our programs, and salaries in related expenses. The total salaries total almost \$305,000 and about \$18,000 for benefits.

Contractors for the Vlva that we just approved for the regional work the TNTA hab, also for the block grant, those assessments that we just approved and Safe Kids that we just approved for Mono County Office of Education and the School Readiness and the 30 thousand dollars is for raising a reader for mono county libraries. Our attorney fees end up being \$1500 dollars a year.

Non personal expenses. Here is Supplies, educational support materials, all of the programs, the books that we buy are there under school readiness, is 9 thousand dollars and then just supplies for our other programs.

Evaluation. Is to buy proprietary tools for assessments, there is \$1,000 dollar in there in case we need anything.

Telephone and the Internet. There are just a couple hundred dollars, thanks to support from MCOE, postage, office supplies, data systems.

Facilities. This is the first time our office rent has been pulled up as clearly as it is. It has been increasing steadily for the last 5 years. It is about \$10,500 almost per year.

Training and Travel. That includes car mileage for driving around the county or travel for state level meetings or conferences.

Audit. It is \$4,000 thousand dollars. There have been savings from last auditors.

Advertising MCOE indirect has increased as has our staff. It is \$41,000 dollars for next year

Other expenses as missellenions as Patricia was highlighting in case something comes up, we have something there.

Commission Gardner. The lack of Inclusion of the county funds under home visiting. We anticipate at least\$ 55,000 thousand dollars for the coming year, wherever that is, okay.

Molly. I am doing the math right here, so it's actually with that 85 hundred that I omitted is \$63,000 thousand.

Gardener. I hope we can do that. It is a great formatting, because you see the program and how much they cost and what we spend on each of them and then you see the line items as well, causing total. I really like this formatting.

Robertson. I just have a question. I like the formatting too. I was just wandering under for the office supplies, are they for the office or the admin expenses that may aren't specific to, are you billing everything to, well the system is building like you are the admin.

The system building the only thing that I have included in that there is my time. And that is all the time that I use in participating in the child abuse prevention cauncel the child care counsil all the board that i seat on and the work in the board trying to increase the capacity of the system for young children.

And everything else is than to programs exempt that you have a misselion program

Director. Those are the emergency funds that are new to us since a couple of meetings ago and then our attorney fees and the evaluation, and our audit fees are included in there. We have always had a miscellaneous category that has included the attorney's fees, evaluation, and the audit. The new thing in that budget is the emergency funds. Although there are membership dues that have always been included in miscellaneous, those are the dues to our First 5 association.

Is amazing how you can allocate everything to all those specific programs and grants and have little general admin overhead.

I will say that this First 5 operations is what I would call general admin. It is still well below the 25% allowed with First 5 funds.

Gardner. Any other question on the budget. This budget will probably be amended throughout the year. It is an initial approval of this budget.

ACTION: Commissioners to approve the Budget

MOTION: Commissioner Collins

SECOND: Commissioner Raust

VOTE: Unanimous
ABSTENTIONS: None

8. 2020-21 Meeting Schedule (ACTION)

Ms. Desbaillets say she will start with what is typically done, which is the third Thursday of the month, and make a shift. We generally have met in December but we have a hard time meeting this year and most years in December so shifted that meeting to January and our June meeting is the second Thursday rather than the third.

Gardener. Any discussion on the schedule.

Robertson said that she might be late to one meeting. She said she serves in the mono county planning commission and they meet the third thursday of every month. It has not been a problem so far, but it can potentially be in the future.

Dr. Collins would like to know if the time would be kept as 2:00 Pm.

Gardner. If there is a conflict, we have the ability to alter them.

Mr. Desbaillets. Absolutely we can reschedule. If rescheduled a Monday or a Wednesday would work for Dr. Collins.

ACTION: Commissioners to approve the Meeting Schedule
MOTION: Commissioner Sassin
SECOND: Commissioner Collins
VOTE: Unanimous
ABSTENTIONS: None

9. 2020-21 Officer Election (ACTION)

To elect officers for the coming year.

Mr. Desbaillets said that currently Commissioner Gardner as the chair, commissioner Adler vice chair and commissioner Sassin as the secretary and has been the same for the last 2 years. The commissioners have agreed to maintaining the current officers in their positions.

ACTION: Commissioners to approve Officer Election
MOTION: Commissioner Raust
SECOND: Commissioner Robertson
VOTE: Unanimous
ABSTENTIONS: None

10. Program Updates (INFORMATION)

The health and safety fair event that was cancelled due to covid. The safe kids coordinator and the police department are planning to do a car seat installation event, which will be the week of passenger safety week. It is a safe kids designating week for children that sit on car seats. Mammoth Lakes police department has installed and given out free car seats through covid. This event will be in September, and they will due two days with appointment, probably at the elementary school. She will give the dates to the commission as soon as they become available. State farm is still giving out the helpmeets. She said she has been thinking about ways to give out materials that are usually given at safety fairs. She has been working on that with Debbie Snuch. If there are any ideas send them my way or give a call.

a. ChildCare Quality System

With those regional funds that are needed to be reallocated we were able to buy pretty expensive materials for family engagement. We are giving out kits to all of the providers that are going to then give those kits to families they serve prior to Covid so that they have things to do at home. It includes blocks, art materials and multicultural crayons. We also got a grant for books for early learning for books. The books are also focused on multicultural characters and multiple languages. That was about \$10,000 thousand worth of books. Also, the overatings are complete for the school year, we had one new site participate a spanish childcare provider, one of our sites was rated as 5 which is the highest rating than any child care has earned in the whole state. I am happy to announce that Lee Vining preschool is our top rated site in the county. Congratulations to Daniel Doublino!

b. Home Visiting

The Home Visiting program continues virtually. We have given out two rounds of \$200 dollars grocery cards for families who have been impacted by Covid. Families are very grateful. Participation has increased from the families that are at highest needs. Home Visitors are weary they are used to be neer playing with kids and the joy of being there, is a little bit muted on zoom. Encouraging everybody to take time off. They are taking vacation and taking care of themselves. Grateful for my staff.

c. Family Behavioral Health

Peapod programs that have also been offered virtually. We had quite some participation in the beginning and it sertently waned over time, although we have a couple of little kids that love it they can still hear their names, they tune in, we are still doing a pillowcase or blanket instead of the parachute, and we can see how excited they get. Because participation is waned, we will start to do one on Facebook live. We will start next week doing one in the evening on Wednesday. We asked families if they wanted a zoom in the evening for parents and they were not interested.

d. School Readiness Activities

Thanks to commissioner Sussins for bringing the kindergarten orientation, I notice a shift in calling it orientation rather than kinder roundup. I think I will implement that across the county and it makes more sense to call it Kindergarten orientation. Thanks Jinnee for that little shift.

Report on all of the sites, Mammoth had great participation they did just drive up and pick up some stuff we had some backpacks. We had 70 on Mammoth, in Bridport all of the incoming kindergarten came, all three of them, in Lee Vining all but one came, in Benton nobody came, and Antelope also only had three.

e. Community Development Block Grant

Was a huge chunk of my time. I turned it in a couple of weeks ago. I completed all those documents and now is just the fingers crossed hoping that the application will be successful. Magan Mguffy from the county anticipates hearing by the end of august. We are thankful to our partners from Eastern Sierra for choosing to continue to keep the Bridgeport preschool open even though they have no idea if they are going to get the CDBG funding or not so they are going to be using their own dollars. I am grateful to the county for partnership and ability to apply for this funds for this preschool which has been hugely successful.

Roberson. Can you update us on any conversations you may have had with the town on using CDBG for child care facility?

Staff. I was trying in several different ways to encourage the town to apply for CDBG funds, it wasn't agendaized in any way, I ended up providing public comments, and because it was through email, it was not read aloud. Other than board member Kritz, I had no feedback on that comment.

Right after the meeting today I have a meeting where there is some interest from the school district in mammoth to potentially say something about child care. My hopes are to encourage the school districts to partner with Eastern Sierra and that might make it more attractive for the town to apply.

Robertson. Thank you for the updates.

11. Close Session: Public Employment (INFORMATION)

Deferred

Gardner reported that this item needs to be deferred. Two more commissioners need to submit responses. We do not have the information to do item as stated in the agenda.

Meeting Adjourned at 3:45 pm.

The Commission's next meeting is scheduled for September 17, 2020, 2:00-4:00 Via Zoom.

GRANTEE NAME AND ADDRESS First 5 Mono Po Box 130, 365 Sierra Park Rd. Bldg. M, Mammoth Lakes, CA 93546					Grant Agreement Number IMPACT 2020 – 26
Attention Molly DesBaillets					Date
Website www.first5mono.org					June 30, 2020
Telephone 7609247626					Number of Site Targets
Name of Grant Program First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) 2020					15
GRANT DETAILS	Grant Award Amount \$195,094.00	Grant Award Start Date July 1, 2020	Grant Award End Date June 30, 2023		
<p>First 5 California is pleased to inform you that your agency has been funded for the First 5 IMPACT 2020 grant. Grantees agree to comply with the terms and conditions in the Quality Counts California (QCC) Local Consortia and Partnership Grants Request for Application (RFA), including IMPACT 2020 Funding Details outlined on page 80, which is made a part of this Grant Award Notification (Agreement). The QCC Local Consortia and Partnership Grants RFA is located here for your reference: http://www.cfc.ca.gov/partners/gris.html#quality.</p> <p>This Agreement is not valid until the grantee has submitted a QCC Local Consortia and Partnership Grants Application approved via e-mail by First 5 California. Any invoices submitted without final approval of the grantee's QCC Local Consortia and Partnership Grants application will not be accepted. Additionally, this Agreement is made contingent upon the availability of funds. If the First 5 California State Commission takes action to reduce or defer the funding upon which this Agreement is based, then this Agreement will be amended accordingly.</p> <p>Please return the signed Agreement to the IMPACT 2020 Team via e-mail at IMPACT@first5.ca.gov. The authorized agent may sign electronically, or sign with an original signature, and scan and e-mail the Agreement to First 5 California.</p>					
First 5 California Contact Kristin Torres			Title Child Development Consultant		
E-mail Address ktorres@cfc.ca.gov				Telephone 916-263-2054	
Signature of the Executive Director of First 5 California or Designee ▶				Date	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS					
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable terms and conditions identified in the QCC Local Consortia and Partnership Grants RFA and agree to comply with all requirements as a condition of funding.</i>					
Printed Name of Authorized Agent			Title		
E-mail Address				Telephone	
Signature ▶				Date	
CCFC Fiscal Services Use Only					
Fund Title	Item	FY	Chapter	Statute	Projected Expenditures
Education	4250-601-0634	2020-21 thru 2022-23	Prop 10	1998	\$58,528.20
Child Care	4250-601-0636	2020-21 thru 2022-23	Prop 10	1998	\$97,547.00

Research & Development	4250-601-0637	2020-21 thru 2022-23	Prop 10	1998	\$39,018.80
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Grant Award Notification

IMPACT 2020 Grant Agreement Number: IMPACT 2020 – 26

June 30, 2020

Page 2



Grant Award Notification (Continued)

1. All grantees shall agree to serve their community's children who are high-impact including those with high-needs, especially infants and toddlers, children living in poverty, dual language learners, foster children, children experiencing homelessness, children with disabilities, and children who are tribal, migrant, and/or live in rural/isolated communities.
2. All grantees shall be required to review and update their plans and budgets annually, or as directed by First 5 California, to reflect changes in policy, priorities, and focus of the First 5 California Commission, and to align with the priorities outlined in the Master Plan on Early Learning and Care.
3. All grantees shall comply with the IMPACT 2020 Funding Details located in Appendix H of the QCC Local Consortia and Partnership Grants RFA. Signing the Grant Award Agreement confirms that the grantee has read and agreed to those funding details.
4. At the direction of the Governor of California per Budget Letter 20-11 (http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf), all grantees shall be reimbursed for expenses related to contract activities necessary to respond and/or reduce the spread of COVID-19, and demonstrates a cost-savings to the State of California until otherwise notified. Upon cease of the order from the Governor related to Budget Letter 20-11, the grantee shall be reimbursed for activities related to the terms of this Grant Award Agreement.
5. All grantees are required to comply with the data and reporting requirements of this grant, including the following:
 - a. An annual site-level QCC Common Data File, due annually in September, on behalf of their county or regional consortia. For the Common Data File submission upload, refer to the First 5 California Common Data File Upload System webpage at <http://www.cafc.ca.gov/partners/datasystems.html#upload>.
 - b. The QCC Consortium Annual Performance Report, due annually in October, which reflects all QRIS activities within their respective county or region. The QCC Annual Performance will be completed via survey and available in the Summer of 2020.
6. All grantees will submit quarterly invoices through the QCC Reporting Portal within a three-week reporting window following the end of each quarterly reporting period. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted at least 10 days in advance of the closure of the reporting window) will be required to wait until the next subsequent quarterly reporting period.
7. To receive reimbursement for QCC expenditures, lead agencies must:
 - a. Have an approved grant agreement, which includes Budget Template and Narrative setting forth the planned expenditures.
 - b. Maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities and report actual expenditures by category.
 - c. Maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the grant (e.g., invoices, receipts, agreements).
 - d. Maintain time and effort records to support all salaries, wages, and benefits charged to the grant in accordance with the California School Accounting Manual. If the employee works on more than one activity or cost objective, the lead agency must maintain time and effort records to support the distribution of the employee's salary or wages among the activities or cost objectives.

- e. Certify that the IMPACT 2020 match requirement has been satisfied
- f. Retain all records related to this grant for at least five years; or when an audit has been requested, until the date the audit is resolved, whichever is longer.

GRANTEE NAME AND ADDRESS First 5 Mono Po Box 130, 365 Sierra Park Rd. Bldg. M, Mammoth Lakes, CA 93546					Grant Agreement Number IMPACT 2020 – 26
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Signature of the Executive Director of First 5 California or Designee ▶				Date	
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Printed Name of Authorized Agent			Title		
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Grant Award Notification

IMPACT 2020 Grant Agreement Number: IMPACT 2020 – 26

June 30, 2020

Page 2

Grant Award Notification (Continued)

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- e. Certify that the IMPACT 2020 match requirement has been satisfied
- f. Retain all records related to this grant for at least five years; or when an audit has been requested, until the date the audit is resolved, whichever is longer.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

LAA 2020-06

PURCHASING AUTHORITY NUMBER (If Applicable)

010203

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

First 5 California

CONTRACTOR NAME

First 5 Mono County

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 112,065.00 One Hundred Twelve Thousand, Sixty-Five Dollars and No Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B-1	Additional Budget Detail and Payment Provisions	3
+ - Exhibit B-2	Budget Narrative	3
+ - Exhibit B-3	Annual Budget Table	1
+ - Exhibit B-4	Program Progress Report Form	1
+ - Exhibit C *	General Terms and Conditions	4/2017
+ - Exhibit D	Special terms and Conditions	7
+ - Exhibit E	First 5 Financial Management Guide	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

First 5 Mono County

CONTRACTOR BUSINESS ADDRESS

PO Box 130

CITY

Mammoth Lakes

STATE

CA

ZIP

93546

PRINTED NAME OF PERSON SIGNING

Molly DesBaillets

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

LAA 2020-06

PURCHASING AUTHORITY NUMBER (If Applicable)

010203

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

First 5 California

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 260

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Camille Maben

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
SCOPE OF WORK
(Local Assistance 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 (F5CA) the authority to allocate funds to county commissions to carry out the purposes of the Act.

2. Background

In July 2019, the First 5 California Children and Families Commission (the Commission) approved a total of \$103 million in funding for Fiscal Years (FY) 2020–21 through 2022–23 for Improve and Maximize Programs so All Children Thrive 2020 (IMPACT 2020). The Commission approved \$18 million for the implementation and operation of regional coordination for counties and Regional Coordination and Training and Technical Assistance (T&TA) Hubs (Hubs).

IMPACT 2020 supports four key areas, including county/regional allocations, Hubs, State-level system support and statewide training and T&TA, and evaluation and research projects.

The period of funding and program authority to operate the Hubs is July 1, 2020, through June 30, 2021, on a state fiscal-year basis (July 1 through June 30).

3. Program Description, Purpose, and Goals

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

- A. **Manage efforts regionally:** The Hubs are a mechanism to help coordinate local and regional Quality Counts California (QCC) Quality Rating and Improvement Systems (QRIS) across multiple systems. The Hubs can support local and regional collaboration that leads to innovative solutions, enabling consortia to reach their goals and increase their combined reach.
- B. **Leverage local and state resources:** By leveraging the needs and assets of consortia in a similar region or with similar needs or interests, the Hubs can help consortia integrate county, state, and national research and promising practices into IMPACT 2020 work.

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

- C. Create regional efficiencies: The time and cost savings associated with centralized processes, specialized training, staffing, and other resources can increase the efficiency of the early learning system through economies of scale. By developing cross-region strategies in agreed-upon areas for quality improvement, staffing, data collection, and systems development, local consortia can reduce duplication of efforts and focus on local innovations and implementation in other areas.
- D. Increase local capacity: The Hubs can promote cross-consortia networks of support and learning communities to grow local and regional capacity, build on existing strengths, increase efficiency, and meet local needs.

4. 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. The Children and Families Commission (F5CA) is not authorized to reimburse the Contractor for expenditures incurred outside the approved performance period of this Agreement.

5. Project Representatives

IMPACT 2020 Hub Region 6 is composed of 3 California counties including: Alpine, Inyo, and Mono. The lead agency for Hub Region 6 is First 5 Mono County (Contractor). The Project Representatives during the term of this Agreement shall be:

First 5 California	Contractor
Melinda Geiser	Molly DesBaillets
2389 Gateway Oaks Drive, Suite 260	PO Box 130
Sacramento, CA 95833	Mammoth Lakes, CA 93546
Phone: (916) 263-1051	Phone: (760) 924-7626
E-mail: mgeiser@ccfc.ca.gov	E-mail: mdesbaillets@monocoe.org

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

6. Expenditure of Funds

Hub funds shall be expended only for the purposes expressed in Exhibit B, Cost Sheet and may be used only to supplement existing levels of service. Funding detailed in Exhibit B, Cost Sheet must not supplant existing local, state, or federal funding, such as California State Preschool Program (CSPP) QRIS Block Grant and QCC QRIS Block Grant funds; only supplemental costs may be charged. No monies from the F5CA accounts shall be used to supplant state or local general fund money for any purpose.

The expenditure of funds shall support the implementation of regional efficiencies within IMPACT 2020 and QCC. 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 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.

7. Hub Lead Agency Responsibilities

The Hub Lead Agency (HLA) shall be responsible for the oversight and administration of the Hubs, including all requirements and responsibilities outlined in the [First 5 IMPACT Regional Coordination and Training and Technical Assistance Hubs Request for Applications](#) (RFA), and fiscal accountability for state and local funds. All requirements and responsibilities described are material to the award of Hub funds.

Reimbursement and expenditure claims are contingent on the HLA's performance of and compliance with the responsibilities and requirements.

The HLA's submission of the documents required this Agreement 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 HLA shall follow all fiscal accounting, reporting, and auditing standards required by F5CA including, but not limited to, applicable sections of the *First 5 Financial Management Guide*, Exhibit E.

If the HLA is found to be out of compliance with any program, administrative, evaluation, or fiscal requirements, subsequent expenditure reimbursements shall be

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

contingent upon the HLA's diligence in achieving the objectives provided by F5CA in a written corrective action plan. In addition, prior reimbursements may be subject to recovery by the State if required by public contracting rules.

In order to accomplish the system goals, HLA shall play two essential roles to support consortia in the region, listed as A and B below.

- A. Role 1: Basic coordination, project management, and systems-building activities for consortia participating in the Hub.

The HLA is required to:

1. Identify a method to facilitate the work of the Hub. The Hub must implement an equitable, inclusive, unbiased process for engaging participating consortia in the region, making decisions, and carrying out agreed-upon regional activities that support the implementation of the QRIS in each consortium. Hubs are intended to be a support mechanism for consortia in the Hub. Hubs do not play an oversight role to the participating consortia.
2. Coordinate the selection of a data system and manage data collection and reporting for consortia in the region.

- B. Role 2: Specialized support for at least one (1) element of the QCC or system function for consortia participating in the Hub.

The HLA is required to:

1. Support each consortium's ability to conduct ratings directly or indirectly by identifying at least one Environment Rating Scales (ERS) Anchor who can conduct assessments and/or 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 QCC Implementation Guide (http://www.ccfcc.ca.gov/programs/impact/impact_qris.html). F5CA shall maintain state Master Anchors, who will certify Regional ERS Anchor(s) identified by the Hub.
2. Support increased capacity and knowledge around Adult-Child Interactions and Family Engagement and Strengthening, required elements of IMPACT 2020.

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

8. F5CA Responsibilities

Acting as the "Statewide Hub," F5CA in partnership with its T&TA contractors, shall coordinate Hub activities within and across regions, ensure Hubs receive state-level T&TA supports they need to carry out basic coordination and specialization activities, and work with external contractors delivering services to Hubs, as needed. In addition, F5CA shall provide statewide T&TA. F5CA's state-level support and statewide T&TA shall support consortia, the Hubs, and the early educator workforce in three major areas: system supports, early educator workforce supports, and policy and public outreach.

9. PROCUREMENT OF SUBCONTRACTORS

Contractor will procure subcontractors to deliver services consistent with Exhibit A, Scope of Work. It is necessary for the Contractor to subcontract due the size and scale of the scope of work. To ensure cost reasonableness, the Contractor shall follow one or more of the following procurement methods.

Contractor shall conduct a competitive bidding process, in accordance with their agency's contracting policies, procedures, and best practices when a selection of a subcontractor has been procured.

When a competitive bidding process may not be conducted, Contractor shall ensure Fair and Reasonable analysis was exercised when selecting a subcontractor.

Fair and Reasonable analysis consists of one or more of the following methods:

- A. Contractor compared no less than three (3) quoted prices for the same type of item.
- B. Contractor compared quoted prices paid within 18 months from the execution of this agreement for the same type of service.
- C. An analysis was conducted of price components against current published standards, such as hourly rate. Current is within the last 180 calendar days. In the event Contractor is unable to obtain fair and reasonable analysis in Order to procure services at a reasonable rate, Contractor shall contact the First 5 Project Representative or their designated representative to obtain prior approval of any subcontractor outside of the fair and reasonable methodology.
- D. A cost/benefit analysis shall be conducted and documented to demonstrate the level of qualifications and experience to support the scope of work. Contractor

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

shall make any and/or all cost/benefit analysis documentation, if requested by F5CA or its designee, available for review during the term of the agreement and up to three (3) years from the termination of the Agreement.

Contractor agrees First 5 California, or their designated representative, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. This includes additional reviews pertaining to the procurement of services. Contractor agrees to allow First 5 California, or their designated auditors(s), access to such records during normal business hours and to allow interviews of any employees who might reasonably have the information related to such records related to the performance of this Agreement.

10. Data Systems and Planning Information Support

The Hubs are required to support IMPACT 2020 data collection needs for all consortia in the region. This support may include 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.

Hub funds may be used to:

- Support QRIS data system coordinator to manage regional contract(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 IMPACT 2020 Common Data Fields file. (Note: This site-level file may be renamed to the QCC Common Data File pending finalization of a Memorandum of Understanding between F5CA and the California Department of Education).
- Support the work of the Registry to monitor and align professional development data with QRIS data systems.

Regional Data System Coordinator

Hub funds may be used to support QRIS Data System Coordinator or costs associated with the role of coordination (e.g., travel, supplies). Hub funds, local IMPACT 2020 funds, or local match funds may also be used to augment the costs.

A. California Early Care and Education (ECE) Workforce Registry

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

and used for QRIS administration and reporting. If another vendor is selected, please obtain prior approval from F5CA prior to entering into a contract with this vendor using IMPACT 2020 or Hub funds.

C. Planning Information Support

The Early Learning Needs Assessment Tool (ELNAT) was 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 is available for regional needs assessment or program planning, available through an annual subscription. If deemed necessary, the IMPACT Hub may fund annual subscriptions to the ELNAT.

11. Evaluation Activities

To meet requirements for human subjects' protection under the state government institutional review board, the Committee for Protection of Human Subjects, the HLA will support consortia to:

- Use relevant notices or consent forms for early educators, parents, or other individuals. Guidelines for IMPACT 2020 Evaluation Notices are available at: http://www.cafc.ca.gov/programs/impact/impact_evaluation.html
- Securely maintain local data by administrative, electronic, or physical safeguards in general accordance with the Committee for Protection of Human Subjects Data Security Requirements document: <http://www.oshpd.ca.gov/Boards/CPHS/DataSecurityRequirements.pdf>

If requested, the HLA shall participate in evaluation activities sponsored by F5CA to better understand the role and effectiveness of regional Hubs in promoting system change for quality early learning in California. Requests for participation may come from F5CA directly or a contracted evaluator. Participation is likely to involve focus groups, interviews, or surveys.

12. Hub Validation

While IMPACT 2020 Hubs strive to achieve the same outcome in all consortia (i.e., helping children birth through age 5 and their families thrive by increasing the number of high-quality early learning programs), the emphasis in local flexibility allows consortia/regions to achieve this outcome using various strategies and tools. As Hubs grow and evolve, F5CA shall assess the systems work on the ground floor

**EXHIBIT A
SCOPE OF WORK
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and learn with HLAs which efforts and strategies are the most successful, as well as determine T&TA needs of consortia regarding this work. Additionally, to alleviate costs associated with an annual audit of Hub funds, and as required in previous F5CA programs, F5CA shall perform a review of Hub-related expenditures. To accomplish this, a team of F5CA staff shall be working with the Hub Fiscal Lead Agencies by way of site visits or other means of communication to:

- A. Conduct programmatic review, including, but not limited to:
 - 1. Reviewing and analyzing the administration of a Hub, the collaborative decision-making structure, and efficiencies implemented to meet the needs of consortia in the region
 - 2. Identifying and addressing T&TA needs of consortia in the region
- B. Conduct fiscal review, including, but not limited to:
 - 1. Conducting a fiscal review to verify expenditures claimed are valid and accurate
 - 2. Safeguarding the operational and fiscal integrity of IMPACT 2020 Hubs
 - 3. Providing information and feedback to HLA staff
- C. Conduct evaluation review, including, but not limited to:
 - 1. Reviewing the regional data system and methods used by consortia to collect, input, and upload data to F5CA
 - 2. Confirming internal controls and required record keeping is consistent with requirements outlined in the RFA, funding conditions, and this Agreement
 - 3. Providing feedback and T&TA to evaluation staff

Hub Validations shall take place at intervals not more frequently than annually. HLA shall be required to participate, produce records, and accommodate site visits at the request of F5CA.

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F5CA encourages the Hubs to explore how the Registry and can be used to

support professional development and may complement local QRIS data systems. The Registry benefits include: 1) records of professional development that can follow teachers regardless of residence or job transfer; 2) reduced duplication of professional data between local data systems; 3) verified professional data (transcripts, credentials, permits, coursework) that can be used for QRIS rating at the site level; and 4) providing data for a statewide view of California's ECE workforce characteristics.

B. Data System Conditions and Requirements

The intent of funding data systems is to support development of data useful for improving the quality of early care and education. Therefore, funding is provided in support of QRIS data systems, defined as vendor-developed systems capable of aggregating site level data required for tier ratings in the QCC Rating Matrix. While family or child services and referrals may be a complementary function of a QRIS data system, they cannot constitute the only function of the QRIS data system.

The hub funds may be used to support costs of the data system itself. If this reimbursement is applied to these costs, the data system must be designed specifically for QRIS systems to manage site-level data in support of eventual tiered ratings. Hub funds may not be used to create a new data system for QRIS or significantly modify an existing data system created for purposes other than a QRIS.

Consortia in a Hub region may elect to use a single, shared regional data system or coordinate the use of multiple QRIS data systems in the region. Hubs may contract for an existing vendor-made data system or coordinate with an existing data system used by another county or region. F5CA encourages consortia to use their selected data system for collection and tracking of sites participating in all local quality improvement efforts.

Consortia participating in a Hub should consider various options, cost structures, and data extract capabilities (including the functionality to report IMPACT 2020 Common Data Fields and other required reporting) before entering into an agreement with a chosen vendor.

F5CA does not endorse any specific data system vendor. Hubs may choose a data system from one of these vendors or another vendor specifically designed

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

13. Required Deliverables and Evaluations

Due Dates		Deliverables
2021	January	Reimbursement Claims are due on or before January 31, for the period of July 1, 2020, to December 31, 2020, and shall include a completed Program Progress Report Form (Exhibit B-4) (Deliverable)
2021	July	Reimbursement Claims are due on or before July 31, for the period of January 1 – June 30, 2021, and shall include a completed Program Progress Report Form (Exhibit B-4) (Deliverable)
2021	September	<u>Deliverable</u> : The Contractor shall submit to F5CA, on or before September 30, 2021, the Hub's Annual Performance Report (2020–21)

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

1. Budget

The Region 6 Hub Lead Agency, First 5 Mono County, hereafter "Contractor," is authorized to expend up to \$112,065.00 for the term of this Agreement, as outlined in the IMPACT 2020 Regional Hub Local Assistance Agreement.

2. Invoicing and Payment

- A) For services satisfactorily rendered, and upon receipt of approval of the IMPACT 2020 Hub Annual Budget and Reimbursement Table (Form 3a.), First 5 California (F5CA) 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 and follow all fiscal accounting, reporting, and auditing standards required by F5CA including, but not limited to, applicable sections of the *First 5 Financial Management Guide*, Exhibit E.
- B) To assess that services were satisfactorily rendered, a Program Progress Report form (Exhibit B-4) will be completed and submitted with each invoice.
- C) Budget and Reimbursement Tables submitted to F5CA 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
- D) If the Contractor has more than one (1) Agreement with F5CA, 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.

- E) IMPACT 2020 Hubs Budget and Reimbursement Table (Form 3a.) 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

- F) If a Budget and 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, the issuance of a written dispute 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 F5CA. 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.

5. Cost Limitation

- A) The total amount of this Agreement shall not exceed \$112,065.00.
- 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 Assistance 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 Assistance 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

F5CA agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement. Contractor shall be reimbursed at State rates. Travel expenditures will be reimbursed at the State rate in accordance with current California Department of Human Resources (CalHR), provisions related to CalHR Rules for Excluded Employees. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on a State of California Travel Expense Claim Form Std. 262, or an alternative form approved by F5CA.

F5CA will NOT reimburse out-of-state travel without PRIOR written authorization from the F5CA Contract Manager. Any invoice submitted without the required travel expenditure documentation may be returned to Contractor for further processing. Failure of Contractor to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude F5CA from approving and reimbursing travel expenses.

CalHR travel rate provisions and the required travel expense claim form are accessible at the following Web site addresses:

- [CalHR Travel Reimbursement Information](#)
- [CalHR Forms](#)

California law prohibits state agencies from approving requests for state-funded travel to states that have been identified by the state's Attorney General as having passed discriminatory laws, unless Contractor falls under one of the delineated exemptions. Contractor is responsible for checking the California Attorney General's website below for a list of current states that fall within this travel ban, and Contractor shall not request reimbursement for travel to those identified states, unless Contractor believes it the travel falls under one of the delineated exemptions.

In this case, Contractor shall immediately inform F5CA of the specific exemption it believes applies, and provide facts to F5CA to support the exemption. F5CA will consider the exemption request, and make a decision on the application of an exemption. F5CA's exemption decision shall be final.

- [States Subject to Assembly Bill 1887's Travel Prohibition](#)

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

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: (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 First 5 California Financial Management Guide, Exhibit E, for additional information.

**BUDGET NARRATIVE
(Local Assistance Agreement)**

**First 5 Mono County
Total Allocation: \$112,065.00**

Budget Category	FY 2020-21
1. Salaries	8000
2. Benefits	4000
3. Materials and Supplies	1500
4. Travel	3444
5. Equipment (<\$2,500)	0
6. Incentives	11000
7. Contractual	65280
8. Other (Please specify below):	0
9. Total Direct Costs (add lines 1-8)	\$93,224
10. Indirect Costs (Indirect Cost Rate cannot exceed 15%)	7,941
11. Early Learning Needs Assessment Tool (ELNAT)	3200
12. Data System Reimbursement (\$150 per rated site)	7700
13. Total First 5 IMPACT Hub Funds Requested (add lines 9 through 12)	\$112,065

Salaries

Salaries: The following requested personnel will work on First 5 IMPACT					
Position	Description	Agency	Hours	Base Salary	Total
Quality Improvement Coach	Coaching for Family Child Care Homes participating in IMPACT in Inyo County	ICSOS	73 hrs	\$37,296 (11 month)	\$1,700
Education Coordinator	Coaching for IMACA State Preschool sites in Inyo and Mono Counties. Anchoring activities	IMACA	77 hrs	\$55,200 (11 month)	\$1,700
Program Coordinator	Coaching for sites participating in IMPACT, CSPP, and PDG-R	First 5 Mono	78 hrs	\$24,740 (42.5% FTE)	\$1,700
Prevention Specialist	Coaching for Child Care Centers participating in IMPACT in Inyo County	First 5 Inyo	80 hrs	\$21.30/hr	\$1,700
Executive Director	Regional data coordination and evaluation reporting.	First 5 Mono	28 hrs	\$74,137 (11 month)	\$1,200
Total					\$8,000

Benefits \$4,000

- Benefits are calculated at 50% of salary, an average for staff assigned to this category

Materials and Supplies \$1,500

- Office supplies, based on past expenditures

Travel \$3,444

For each county's representatives to travel to Regional and state-level meetings and training including QRIS and workgroup meetings.

Travel					
Title	Purpose	Agency	Number of Trips	Cost per Trip	Total
Hub representatives	Travel to State, Hub, or Workgroup Meetings or trainings	First 5 Mono, Alpine, and Inyo, MCOE, ACOE, and ICSOS	7	\$540	\$3,444
Total					\$5,000

Contractual

Incentives \$11,000

Stipends to providers for completion of Early Childhood Education college courses.

Contractual \$65,280

- For coordination through Viva: 340 hours at \$170/hr.: \$57,800
 - 10% indirect: \$5,780
 - Meeting Supplies: \$300
 - Travel: \$1,400

Early Learning Needs Assessment Tool (ELNAT) \$3,200

Data System Reimbursement \$7,700

Total Direct Costs \$93,224

Indirect Costs \$7,941

- 15% applied to all except contracting over \$25,000

Total First 5 IMPACT Hubs Funds Requested \$112,065

Form 3a. Hub Annual Budget Table

EXHIBIT B-3
HUB ANNUAL BUDGET TABLE
(Local Assistance Agreement)

		First 5 IMPACT Hub Roles	
	Role 1. Project coordination, management, and systems-	Role 2. Specialized support for CA-QRIS element(s)	TOTALS
Personnel			
Salaries		\$8000.00	\$8000.00
Benefits		\$4000.00	\$4000.00
A. TOTAL PERSONNEL COSTS		\$12000.00	\$12000.00
Operating			
Materials and Supplies			
Travel		\$1500.00	\$1500.00
Equipment (unit cost of less than \$2,500)		\$3444.00	\$3444.00
Incentives/Stipends		\$0.00	\$0.00
Contractual		\$0.00	\$11000.00
Other: {Please specify in Form 4 - Budget Narrative}		\$65280.00	\$65280.00
		\$0.00	\$0.00
B. TOTAL OPERATING COSTS		\$70224.00	\$81224.00
C. TOTAL DIRECT COSTS (A+B)		\$70224.00	\$93224.00
Indirect Costs			
Costs Not Subject to Indirect			
Total Costs Used to Calculate Indirect		\$40280.00	\$40280.00
D. INDIRECT COSTS (CANNOT EXCEED 15%)	15.00%	\$29940.00	\$52940.00
		\$4491.00	\$7941.00
E. TOTAL HUB FUNDS (C+D)		\$74715.00	\$101165.00
Data System			
Early Learning Needs Assessment Tool (ELNAT) - \$3200 per		\$3200.00	\$3200.00
Estimate of Data System Reimbursement (\$150 per site)*		\$7700.00	\$7700.00
F. TOTAL DATA SYSTEM FUNDS		\$10900.00	\$10900.00
G. TOTAL FIRST 5 IMPACT HUB BUDGET (E+F)		\$85615.00	\$112065.00
I, the official named below, hereby request First 5 IMPACT Hubs RFA funding in the amounts represented in the above Table. I certify that the information represented on this form (Form 3.a.) and in the First 5 IMPACT Hubs Budget Narrative (Form 4) are true and correct to the best of my knowledge and compliant with the requirements of the First 5 IMPACT Hubs RFA.			
Form Type (please select one):	<input type="radio"/> Annual Budget	<input checked="" type="radio"/> Budget Amendment	First 5 California Only
Name of Lead Agency:			Fiscal Year:
Name of Lead Agency Executive Director or Authorized Designee (Please Print):			
Signature: _____ Date: _____			
Fiscal Analyst:			
Program Liaison:			
Program Manager:			

*If the estimated Data System Reimbursement (\$150 per site) amount is already included in other line items, such as Salaries, Benefits, or Contractual, please remove the estimate from the original line item and reflect the figure as Data System Reimbursement. Please use the Form 4 - Budget Narrative to explain how the Hub intends to use Data System Reimbursement in accordance with the Hubs RFA and LAA.

EXHIBIT B-4
PROGRAM PROGRESS REPORT
(Local Assistance Agreement)

First 5 Mono County
Program Progress Report
To be submitted with Invoice

Reporting period for which the reimbursement covers: _____

Please provide a few sentences summarizing the activities and progress the Region and Hub have made toward the following purpose and goals of the Hub structure, as described in the Hub's Scope of Work, during the above reimbursement period.

- A) Manage efforts regionally
- B) Leverage local and state resources
- C) Create regional efficiencies
- D) Increase local capacity

Please provide a few sentences summarizing any challenges or barriers the Region and Hub have faced in during this reimbursement period.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Assistance Agreement)

1. Confidentiality

- A. All data and information related to First 5 California (F5CA) operations, which are designated confidential by F5CA or developed by the Contractor and deemed confidential by F5CA, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, F5CA 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 F5CA 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 F5CA 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 F5CA, to protect the information from disclosure.

2. Conflict of Interest

- A. F5CA 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, F5CA 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 F5CA 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 F5CA to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by F5CA and cannot be resolved to the satisfaction of F5CA, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Assistance Agreement)**

3. 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.

4. News Releases and Publicity

The Contractor shall inform F5CA Communications Office (916-263-1050) of any statements made to the news media regarding the operational procedures and status of work related to this Agreement and provide the F5CA 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.

5. Termination for Convenience

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Assistance Agreement)**

F5CA retains the option to terminate this Agreement without cause at F5CA's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) days prior to such termination date. If F5CA 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 F5CA, 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 F5CA. 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 F5CA.

6. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by F5CA, 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.
- B. Assign to F5CA, effective on the date of termination, in the manner, and to the extent specified by F5CA all of the rights, titles, and interests for the Contractor under the orders terminated, in which case F5CA 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 F5CA to the extent F5CA may require. F5CA's approval shall be final for the purposes of this section.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Assistance Agreement)

- D. Upon the effective date of termination of the Agreement and the payment by F5CA of all items properly chargeable to F5CA hereunder, Contractor shall transfer, assign, and make available to F5CA all property and materials belonging to F5CA, 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 F5CA all written information regarding F5CA'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 F5CA may specify, to protect and preserve any property related to this Agreement which is in the possession of the Contractor and in which F5CA has or may acquire an interest.

7. Copyrights and Ownership of Products

- A. F5CA 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 F5CA from the moment of creation.
- B. F5CA 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 F5CA 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 F5CA in a format prescribed by F5CA. For any products for which the copyright is not granted to F5CA, F5CA 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Assistance Agreement)

- 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 F5CA. 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."

8. Information Security Incidents

The Contractor agrees to notify F5CA in writing via e-mail of any use or disclosure of information not provided for by this Agreement of which it becomes aware 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.

9. Return, Destruction, and/or Release of Data or Products

The Contractor agrees to notify F5CA within thirty (30) days of the completion of the purposes specified in this Agreement. Upon such notice, or upon expiration of the Agreement, whichever occurs sooner, F5CA will notify the Contractor to either return all data files to F5CA or its designee in an agreed-upon format, or to destroy such data. If F5CA elects to have the data returned, the Contractor agrees to return all files in writing within thirty (30) days of receiving notice to that effect. If F5CA elects to have the Contractor destroy the data, the Contractor agrees to certify the destruction of the files in writing within thirty (30) days of receiving notice to that effect. The Contractor agrees that no data obtained or derived pursuant to this Agreement shall be returned when the data files(s) are return or destroyed, unless authorization in writing for the retention of such files(s) has been received from the Contractor. The Contractor shall ask F5CA for instruction under this Section if instructions have not been received within thirty (30) days after the expiration date. Further, if F5CA elects to have the data returned, the Contractor agrees to deliver all documentation explaining the database structure, security provisions, logins, passwords, and relationships to other applications, such as a web server (front-end). The documentation provided shall list all tools necessary to maintain and support information system deliverables provided pursuant to this Agreement.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Assistance Agreement)**

Documentation also shall explain all relationships and logic necessary to recreate the production system in a new environment.

Except as specified in this Agreement, the Contractor shall not release or disclose any 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. F5CA retains the right to approve any procedures employed by the Contractor to comply with this provision.

10. Human Subjects Protection and Data Security

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

1. 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.
2. 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/documents/CPHS/DataSecurityRequirements.pdf>.

11. Unruh Civil Rights Act

Pursuant to PCC 2010, a person that submits a bid or proposal or proposes to renew a contract with, a state agency in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Assistance Agreement)

3. Supplier discrimination policies:

- a. That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- b. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

EXHIBIT E
First 5 California Financial Management Guide
(Local Assistance Agreement)

First 5 California Financial Management Guide, First 5 Association of California
http://www.cafc.ca.gov/pdf/about/budget_perf/First-5-Financial-Management-Guide-Fifth-Edition-032515.pdf

See PDF or link. It is an 82 page document.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

LAA CFF HV 2020-17

PURCHASING AUTHORITY NUMBER (If Applicable)

010203

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

First 5 California

CONTRACTOR NAME

Mono County Children and Families Commission

2. The term of this Agreement is:

START DATE

Upon Approval from the Department of General Services

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$100,000.00 One Hundred Thousand Dollars Only

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	Home Visiting Coordination Action Plan Instructions and Template	3
Exhibit A, Attachment 2	Home Visiting Coordination Funding Goals and Activities and California Home Visiting Network	5
+ Exhibit B -	Budget Detail and Payment Provisions	5
+ Exhibit B, Attachment B-1 -	Additional Budget Detail and Payment Provisions	4
+ Exhibit B, Attachment B-2 -	Home Visiting Coordination Funding Budget Fiscal Years 2020-2021 and 2021-2022	1
+ Exhibit B, Attachment B-3 -	Home Visiting Coordination Funding Budget Narrative	1
+ Exhibit C * -	General Terms and Conditions	4/2017
+ Exhibit D -	Special Terms and Conditions	11

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mono County Children and Families Commission

CONTRACTOR BUSINESS ADDRESS

365 Sierra Park Road, Building M

CITY

Mammoth Lakes

STATE

CA

ZIP

93546

PRINTED NAME OF PERSON SIGNING

Molly DesBaillets

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER LAA CFF HV 2020-17	PURCHASING AUTHORITY NUMBER (If Applicable) 010203
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

First 5 California

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 260

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Camille Maben

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK
(Local Area Agreement)

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all First 5 California (F5CA) programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development, and establishing and monitoring demonstration projects.

2. Background

In October 2019, the F5CA State Commission approved up to \$24 million in funding for Fiscal Years 2019–20 through 2024–2025 to help counties create a sustainable, unified home visiting system that supports families with the services they need and maximize available funding to serve more families.

This Local Area Agreement (LAA) is based on the F5CA Home Visiting Coordination (HVC) Request for Application (RFA) released May 15, 2020 for Stage 1 funding. Exhibit A, Appendix 2 provides an update to and supersedes the RFA Section III: Coordination Funding Goals and Activities, to support COVID-19 recovery and align with California Department of Finance Budget Letter 20-11 (http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf).

Home visiting provides pregnant women and families, particularly those considered at-risk, necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to learn. Home visiting involves meetings (usually face-to-face, in the family home) between families and a trained, family-support professional at a time convenient for the beneficiary and family. To reach more families with the services they need, home visiting programs must be coordinated and integrated into other child development and family support systems.

Since the F5CA Commission authorized this funding, the landscape in California shifted, making home visiting coordination critical. During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can

result in children being abused or neglected. During crisis situations, families need supportive relationships; home visiting can provide these relationship-based supports to families in ways other services cannot. Since home visiting models now incorporate virtual visits, many counties are experiencing an increase in requests by families for home visiting services. Once families are enrolled in the home visiting program, home visitors are key to ensuring positive family outcomes, including both retaining families through the course of the program whether virtually, or when the program transitions back to place-based visiting. Further, maintaining relationships with families at this time, in particular, is key to ensuring families receive the economic, physical health, mental health, parenting, and family support services critical to their recovery from the impact of COVID-19.

Therefore, the funding authorized by the F5CA Commission shall be dedicated to helping counties focus on family recovery from the COVID-19 crisis by rebuilding and strengthening their home visiting programs, and embedding home visiting into other systems of child and family support that are critical to recovery.

This catalytic funding is meant to promote increased coordination and collaboration to:

1. Increase cross-agency understanding of local population needs relative to the impacts of COVID-19 on families and services
2. Ensure families are served through efficient, coordinated, and sustainable evidence-based home visiting programs that meet their critical recovery needs
3. Embed home visiting into early childhood systems to promote strong family outcomes
4. Promote cross-county, shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change efforts, and rebuild early childhood and family support systems following the pandemic

3. Purpose

The Fiscal Lead Agency, a First 5 county commission or other county public agency, will facilitate activities that improve cross-program service coordination and integration into a system of supports that enables families to be served during their greatest need, with the most appropriate program and services to recover from the effects of the COVID-19 pandemic.

4. Programmatic Benefits

In response to the global COVID-19 pandemic, programmatic benefits include:

- More families receive the services they need to overcome the effects of COVID-19
- Parents and children age five and under are healthier
- Children are better prepared for school
- Children are safer and nurtured
- Families are more resilient and self-sufficient
- Coordinated home visiting and other family support programs save funding

5. Terms of Agreement

First 5 California shall enter into a LAA with Mono County Children and Families Commission (First 5 Mono County, Fiscal Lead Agency, or Contractor).

The term of this LAA is upon approval by the Department of General Services (DGS) through June 30, 2022. The Contractor is eligible to receive up to \$100,000.00. Funding is authorized only for expenditures incurred within the approved performance period of this LAA.

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. F5CA is not authorized to reimburse the Contractor for expenditures incurred outside the approved performance period of this LAA.

6. Project Representatives

The Contract and Fiscal Managers during the term of this LAA shall be:

First 5 California	First 5 Mono County
Debra Silverman, Education Administrator	Molly DesBaillets, Executive Director
2389 Gateway Oaks Drive, Suite 260	365 Sierra Park Rd. Bldg. M
Sacramento, CA 95833	Mammoth Lakes, CA 93546
(916) 263-1066	(760) 924-7626
dsilverman@ccfc.ca.gov	mdesbaillets@monocoe.org

Direct all fiscal inquiries to:

First 5 California	First 5 Mono County
Debra Silverman, Education Administrator	Molly DesBaillets, Executive Director
(916) 263-1066	760-924-7626
dsilverman@ccfc.ca.gov	mdesbaillets@monocoe.org

7. Contractor Responsibilities

Task 1: Project Management

- A. Contractor shall work with the F5CA Contract Manager or its designee to coordinate and manage components of this contract to ensure all tasks, activities, and functions are completed effectively and in a timely manner, including, but not limited to:
- Preparing the progress reports and complying with data requests
 - Ensuring oversight and accountability for expenditure of funds, including verifying accuracy of all invoices and supporting documentation
 - Working with local partners to coordinate activities set forth in the Home Visiting Coordination (HVC) Action Plan, Exhibit A, Attachment 1
 - Managing processes in case of redirection and response to the COVID-19 recovery efforts
 - Ensuring data and reporting requirements are submitted through the Online Home Visiting Application in the First 5 California Data Hub when available
- B. Contractor will submit invoices accompanied by documentation of deliverable, meetings, and expenses as specified in Exhibit B, Budget Detail and Payment Provisions.

Invoices shall be submitted no more frequently than semi-annually, as follows:

- Due January 31, for the period July 1 – December 31
- Due July 31, for the period January 1 – June 30

- C. If the due dates for the submission of invoices falls on a Saturday, Sunday or State recognized holiday, the invoices shall be submitted on the next business day. The Contractor shall submit invoices shall into the Online Home Visiting Application in the First 5 California Data Hub portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. In the event the electronic portal is not available, the secondary option is to submit the invoices by email to:

Invoices@ccfc.ca.gov

A delay in the submission of invoices may result in the delay in payment.

Task 2: Reporting and Data Requirements

A. Contractor shall submit and update the county's HVC Action Plan.

1. Submit the HVC Action Plan, Exhibit A, Attachment 1 by December 31, 2020, describing activities and timeline to meet each of the objectives relative to the type of HVC Funding. (See Exhibit A, Attachment 2. Home Visiting Coordination Funding Goals and Activities.)
2. Update the county's Action Plan annually by July 31, 2021, and June 30, 2022.
3. If the due dates for the submission of HVC Action Plan falls on a Saturday, Sunday or State recognized holiday, the HVC Action Plan shall be submitted on the next business day. The Contractor shall submit HVC Action Plan into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager.
4. A delay in the submission of the HVC Action Plan may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

B. Contractor shall submit a written annual performance report (APR) describing activities and accomplishments for each fiscal year as indicated on the county's HVC Action Plan. The APR will be structured to elicit data on contextual factors, implementation systems, and activities that support coordination, as well as barriers that could inform policy and statewide supports. The APR shall be a narrative in a format that is agreeable by both parties.

APRs will be due annually each fiscal year as follows:

- Due July 31, 2021, for the period July 1, 2020, through June 30, 2021
- Due June 30, 2022, for the period July 1, 2021, through June 30, 2022

If the due dates for the submission of APRs falls on a Saturday, Sunday or State recognized holiday, the APRs shall be submitted on the next business day. The APRs shall be transmitted into an electronic portal established by F5CA and will be made available to the Contractor by the Contract Manager. A delay in the submission of the APRs may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

C. Contractor shall comply with F5CA evaluation and data requests.

1. Annually, counties receiving Implementation and Integration funds will provide to F5CA data including but not limited to:
 - Number of families enrolled by program model and demographics
 - Length of time families remain in the program compared to the allowable service period for each model, and reasons for termination
 - Rates of referral from one home visiting program model to another
 - Rates of referral to family support services, types of family support services referred to, and referrals with follow-through and linkage to service

F5CA will work with the Contractor to understand the local data currently being collected and reported by local home visiting agencies and align data requests with existing efforts to the extent possible.

2. The Contractor shall submit the data into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. A delay in the submission of data may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.
3. Cooperate with F5CA staff requests for data and information to support technical assistance to counties and evaluation of the impact of improved coordination on provision of family services.
4. Cooperate with Child Trends, the contractor for the F5CA Home Visiting Workforce Study, by complying with requests to identify programs and

home visitors/providers to participate in the study. More information about the study is available on the F5CA [home visiting webpage](http://www.cffc.ca.gov/partners/investments.html#visiting) at <http://www.cffc.ca.gov/partners/investments.html#visiting>.

Task 3: Participate in Statewide Home Visiting Network Meetings

Contractor shall participate in statewide networking opportunities (see Exhibit A, Attachment 3. California Home Visiting Network.), including:

- A. One statewide network meeting held in-person or virtually between September 2021 and June 2022. Contractor shall encourage participation in the regional and statewide meetings by local agency partners to maximize networking and shared learning opportunities around home visiting systems building.
- B. Virtual and/or face-to-face learning collaboratives and regional network meetings throughout the Agreement period, to be held no more frequently than monthly.

8. Deliverables

Task	Deliverable	Due Date
Task 1.2	Semi-Annual Invoices	<ul style="list-style-type: none"> Due January 31, for the period July 1 – December 31 Due July 31, for the period January 1 – June 30
Task 2.1.A	Submit HVC Action Plan, Exhibit A, Attachment 1	<ul style="list-style-type: none"> Due December 31, 2020
Task 2.1.B	Updated HVC Action Plan, Exhibit A, Attachment 2	<ul style="list-style-type: none"> Due July 31, 2021 Due June 30, 2022
Task 2.2	Written Annual Performance Report	<ul style="list-style-type: none"> Due July 31, 2021 Due June 30, 2022
Task 2.3	Data about families and services	<ul style="list-style-type: none"> Due annually, upon request

**EXHIBIT A, ATTACHMENT 1
HOME VISITING COORDINATION
ACTION PLAN INSTRUCTIONS AND TEMPLATE**

The HVC Action Plan will outline how the county will use its funding, and the processes by which counties will accomplish the goals specified by the relevant stage of coordination and type funding. The Action Plan must be submitted by December 31, 2020.

Every action plan must include Goals and Action Steps. Action Steps must include the following information: description, milestones, timeline, resources, and responsibility, as described below. Counties may use a local template and/or include additional information to meet local needs. If interested, counties may use a F5CA template available by September 1, 2020, at <http://www.ccfc.ca.gov/partners/investments.html#visiting>.

Counties also will update collaborating agency information as part of the Action Plan requirement.

1. Goals correspond with the type of funding the county is receiving and should build on existing coordination efforts. Counties must choose one or more of the following goals (see also Exhibit A, Attachment A, page 2):
 - A. Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting can address the needs of families impacted by COVID-19
 - B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic
 - C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems
 - D. Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19

Counties may include additional local goals as long as at least one of the required goals are included in the Action Plan.

2. **Action Steps:** Every goal will require multiple action steps. Use the “activities to help reach this goal” listed in Appendix A, Attachment 1, pages 3 – 5 as a starting point. Each action step must include five parts:
- a. Description.** Each action step may be listed at a high level but should indicate sufficient detail for collaborators and F5CA to understand what will take place.
 - b. Milestones.** Each action step must include one or more key milestones to be achieved or what will be produced as a result of the action step, and by which progress toward meeting the goal can be assessed.
 - c. Timeframe:** For each action step, indicate the timeframe it will be carried out.
 - d. Resources:** Resources may be financial or material, or they may include experts, partner agencies, or other staff within your agency essential for ensuring success of each action step.
 - e. Responsibility:** Each action step should have one or more people responsible for carrying out the action. This is not necessarily the person who is responsible for monitoring whether the action is carried out, but rather, the person or persons who have agreed to do the work. It is best to list people rather than agencies.
3. **Sample Action Plan Format**

The following is a sample of an action plan framework that includes the goal and action steps. Counties are not required to use this format, but the action plan must include all of the information. Counties will likely have more than one goal; each goal should have its' own series of action steps.

Goal 1: _____

Action Steps

Description	Milestones	Timeframe	Resources	Responsibility
1.				
2.				
3.				
4.				
5.				

4. Update Collaborating Agency Information

F5CA will input information from counties' HVC Coordination Signature Pages into a county-specific document which will be shared with each Fiscal Lead Agency in fall 2020. Counties will verify and/or update information about collaborating agencies as part of the action plan requirement. Signatures will not be required.

**EXHIBIT A, ATTACHMENT 2
HOME VISITING COORDINATION
FUNDING GOALS AND ACTIVITIES
CALIFORNIA HOME VISITING NETWORK**

This Attachment replaces the Request for Application, Section III. as activities to be carried out during the term of this Agreement.

Coordination Funding Goals and Activities

During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in increased risk of children being abused or neglected. COVID-19 impacts are operating at multiple levels – public health, economic, and child welfare. Home Visiting programs not only work with high risk populations directly but also help families navigate the different service systems and supports during crisis and transition. Families need preventive and supportive services now more than ever. “The potential impacts of the emergency on pregnant women and families’ access to critical health, early care and education, and family economic supports make continued connections with families essential.”¹ Families are hesitant to use place-based services given the concern for social distancing, which will likely remain long after the shelter-in-place orders are lifted. Coordinated home visiting, whether virtual and/or home-based, can be a lifeline for many children and families, especially during crisis, because when home visiting is embedded in early childhood and family support systems, families receive the services they need to recover and thrive. Therefore, it is more essential than ever that counties focus on helping families recover from the effects of COVID-19 by rebuilding and strengthening their home visiting programs and embedding home visiting into other systems of child and family support that are critical to recovery.

Although most California counties offer home visiting programs to families, county agency leaders report being at different stages of service coordination. For most, home visiting programs operate as separate and distinct programs when they actually have many shared goals, principles, and desired outcomes across both home visiting and other maternal and infant health services and supports.

The Contractor is responsible for facilitating activities that improve cross-program service coordination and integration of home visiting into a system of supports serving families by having their needs met efficiently and being connected with the most appropriate

¹ <https://mchb.hrsa.gov/Home-Visiting-Information-During-COVID-19>

programs and services in order to recover from the effects of COVID-19. Based on counties' existing infrastructure for home visiting, the needs of families and how they have been impacted by the pandemic, existing systems of support, and existing levels of home visiting coordination, the HVC funding and technical assistance are designed to help counties engage in activities to progress along a continuum of coordination as depicted in the graphic below.

Continuum of Home Visiting Coordination

The graphic illustrates the building blocks for sustainable, efficient, and integrated early childhood and family support systems, with home visiting embedded as a critical component, addressed by the Home Visiting Coordination Funding. By addressing these building blocks, explained in detail below, counties can address the immediate and pressing needs of families affected by and recovering from the impacts of COVID-19.

Graphic 1. Continuum of Activities to Support Coordination of Early Childhood and Family Support Systems with Home Visiting Embedded as Vital Component

PLANNING	IMPLEMENTATION	INTEGRATION
A Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19.		
B Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis. Expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic.		
C Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems.		
D Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19.		

The continuum of activities to achieve coordination is not linear. Some stages and activities may take longer than others, and it may be necessary to revisit activities in previous stages along the way. For example, as new agencies become part of a home

visiting collaborative, counties may revisit the vision to ensure it encompasses the values of new partners. As the community faces new and unforeseen challenges, such as the effects of COVID-19, collaborators may need to revisit agreements and processes to accommodate different home visiting delivery methods, as well as impacts on staff and fiscal resources. The following describes the activities across the continuum of home visiting coordination depicted by the graphic above.

- A. Build or strengthen a shared vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19
- B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed to help families recover from the effects of the COVID-19 pandemic

Activities to help reach this goal include, but are not limited to:

1. Developing a shared understanding of the effects of COVID-19 on families and communities (e.g., environmental scan) by:
 - Identifying existing and potential community partners who provide critical services to support children and families
 - Using existing data to identify and prioritize families who would benefit from home visiting services to overcome the impacts of the crisis, and identifying and collecting additional data as needed
2. Determining whether existing local home visiting programs and family supports have the capacity to serve more children and families in crisis and through crisis recovery by:
 - Using outcomes and implementation data to improve program delivery and quality
 - Identifying strategies to overcome known barriers to families signing up and/or maintaining their engagement in virtual and/or place-based home visiting and family support services
3. Identifying one or more evidence-based models that may best meet critical local needs and:
 - Working to overcome barriers to meeting the fidelity requirements of the model

- Developing a plan to secure funding to expand and/or implement new evidence-based home visiting program(s) and ensure all families impacted by COVID-19 are able to obtain the services and supports to recover
- C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems, and ensure families receive services and supports to recover from effects of the COVID-19 pandemic

Activities to help reach this goal include, but are not limited to:

1. Reaching, codifying, or updating agreements (formal agreements or memoranda of understanding) to support communication, coordinated funding, referral, implementation, and information sharing across funded home visiting implementing agencies to ensure the system of family supports is able to meet the needs of families recovering from the effects of the pandemic. System coordination includes, but is not limited to:
 - Common point(s) of entry for families
 - Common intake or eligibility screening process/tools
 - Formal process/forms/protocols to refer families to home visiting services
 - Formal process/forms/protocols to assess family needs for other family support services, refer families to local services based on assessed needs, and follow up on referrals
 - Shared responsibility for assessment, screening, referral, and follow-through of service provisions
2. Assessing and addressing strengths and barriers to coordinating home visiting and other child and family services, including, but not limited to:
 - Efficacy of the coordinated entry process (intake, assessment, and referral) and services connected to the coordinated entry process
 - Determination of whether and how families are being served by the programs that best meets their needs
 - Effects of the COVID-19 pandemic on implementation fidelity of evidence-based programs

- Preparation of home visitors and their supervisors across programs and models to help families through the COVID-19 crisis, meet family needs through tele-visiting, and transition back to place-based home visiting
 - Other systems-strengthening activities to ensure families receive high-quality, appropriate home visiting supports that help them recover from the effects of COVID-19 and related stressors
- D. Strengthen (or rebuild) early childhood development and family support systems (e.g., Help Me Grow, Quality Counts California consortium, housing, mental health, other systems as applicable to the county) by embedding home visiting as a critical component to helping families recover from the effects of COVID-19
- Activities to help reach this goal include, but are not limited to:
1. Developing a shared vision with cross-sector agency leaders about what it means to have a seamless system of support for families with home visiting as a critical component
 2. Identifying and addressing any local barriers to achieving a comprehensive, integrated, early childhood development and family support system that supports family and child well-being during crisis situations and through recovery
 3. Reaching and codifying agreements with agency leaders about cross-sector policies, processes, and methods of communication to support cross-referral and information sharing and about families using services across multiple systems

California Home Visiting Network

Critical to systems recovery from the COVID-19 pandemic is the opportunity for counties to learn from one another and rebuild the state system of family supports as it recovers and rebuilds from the crisis. In addition to the coordination activities, HVC-funded counties – both lead agencies and collaborating partners – should plan to participate in a statewide network meeting (one during the Agreement period) and ongoing virtual and face-to-face learning collaboratives and regional network meetings. These meetings and learning opportunities are designed to problem-solve ways to improve coordination of local home visiting programs, braid multiple funding streams, and integrate home visiting into early childhood development and family support systems to maximize the number of families served through evidence-based home visiting. These efforts and outcomes are imperative during the recovery period, which is likely to remain a concern for months and years into the future.

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

1. Budget

For services satisfactorily rendered and upon receipt and approval of the invoices, First 5 California agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment B-2, which is attached as part of this Agreement and incorporated by reference.

2. Payment

- A. Payments will be made semi-annually in arrears based on services provided and actual costs incurred.
- B. Payments made to the contractor under this Agreement are inclusive of all costs such as direct labor, operating overhead, travel and subsistence, subcontracting services, all taxes, fees, bonds, and insurance. The contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work as compensation. Any services not included in the budget will not be reimbursed.

3. Invoicing

- A. Invoices shall include the following:
- “Bill To” name and address
 - “Payable To” name and address
 - Agreement number
 - Invoice number
 - Date of invoice
 - Period the invoice covers
 - Service and Deliverable Description, including dates of delivery and/or completion
 - Contractor’s hourly rates by individual and number of hours worked during the invoice reporting period
 - Other permissible expenses identified in the Budget, including travel, materials, etc.
 - Subcontractor expenses, by subcontractor
 - Documentation, including, but not limited to, timesheets, payroll or other documentation for labor, receipts for travel expenditures and other expenses,

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

and subcontractor invoices; and/or other documentation requested by the Contract Manager or their designee.

- B. Invoices shall be submitted semi-annually in arrears to:

Online Home Visiting Application in the First 5 California Data Hub

In the unlikely event of an outage, invoices shall be sent to:

First 5 California
Attention: Accounting Services
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270
Invoices@ccfc.ca.gov

- C. If the contractor has more than one Agreement with First 5 California, the contractor must properly identify the Agreement with the name and number of the respective contract, and submit proper documentation with each invoice for charges incurred, listing services and costs for each charge specific to said contract.
- D. First 5 California will honor cash discounts and will make payment to the contractor in accordance with the cash discount terms specified on the invoice, or when applicable, as provided in Exhibit B, Attachment B2. If a cash discount is offered on both the invoice and Cost Sheet, First 5 California shall apply the greatest discount offered, provided requirements of the Agreement have been met. Discounts must be a minimum of one-half of one percent of the amount due, but not less than \$5.00 (SAM 8113).
- E. First 5 California contract manager or designee may reasonably require additional supporting documentation, based on verifiable financial records, prior to approval of an invoice for payment. Contractor will make such documentation available on request by the First 5 California contract manager or designee.
- F. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all the charges and expenses. Failure to provide the above dash described information May result in return of the invoice to the contractor. Payment may be

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

withheld until the required information is provided. All invoices must be approved by the First 5 California contract manager prior to releasing payment.

- G. If an invoice is disputed, the contractor will be notified within seven (7) working days of receipt of the invoice. The contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to First 5 California.
- H. The contractor is required to mark "Final Invoice" on the last invoice to be submitted to First 5 California for payment. If no final invoice is received within 180 calendar days after the termination of the Agreement or expiration of the Agreement by its own terms, the contractor waives the right to receive any further payments under this Agreement.

The contractor must submit with the Final Invoice for this Agreement a signed Contractor's Release Form provided by First 5 California.

- I. In accordance with the Home Visiting (HVC) Coordination Request for Applications (RFA), the Fiscal Lead Agency must maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities, and report actual expenditures by category as approved on the Lead Agency's HVC Funding Annual Budget All invoices or claims must be substantiated by adequate supporting documentation and based on verifiable financial records.

4. Budget Line Item Changes

Change of costs by category set forth in Exhibit B, Attachment B2 that result in adjustments of more than 10 percent (10%) in any budget line category as set forth in Exhibit B, Attachment B2, must be requested in writing and approved by the First 5 California contract manager.

5. Budget Contingency Clause

- A. 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

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(Local Area Agreement)

which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

- B. The contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this Agreement and the contractor shall not be obligated to perform any provisions of this Agreement.

6. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927 et seq.

7. Overpayment Provision

If it is determined that an overpayment has been made to the contractor, First 5 California will seek immediate recovery 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) offset subsequent contractor payments by the amount of the overpayment if the contractor repayment is not received within thirty (30) days from the notice.

8. Travel Reimbursement

First 5 California agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement. The contractor shall be reimbursed at State rates. Travel expenditures will be reimbursed at the State rate in accordance with current California Department of Human Resources (CalHR), provisions related to CalHR Rules for Excluded Employees. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on a State of California Travel Expense Claim Form STD. 262, or an alternative form approved by First 5 California.

EXHIBIT B
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First 5 California will NOT reimburse out-of-state travel without PRIOR written authorization from First 5 California. Any invoice submitted without the required travel expenditure documentation may be returned to the contractor for further processing. Failure of the contractor to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude First 5 California from approving and reimbursing travel expenses.

CalHR travel rate provisions and the required travel expense claim form are accessible at the following website addresses:

- <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>
(CalHR Rules for Excluded Employees)
- <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std262.pdf>
(Travel Expense Claim Form)

9. Consultant – Staff Expenses

The contractor represents it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.

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

EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS

1. Cost Limitation

- A. The total amount of this Agreement shall not exceed \$100,000.00 for HVC activities.
- B. It is understood and agreed that this total is an estimate and that F5CA will pay only for those services actually rendered as authorized by the F5CA Contract Manager or designee up to the total Agreement amount.
- C. Contractor has discretion to modify staffing under Personnel from that which is described in Exhibit B, Attachment B-3, HVC Budget Narrative to meet the goals of this Agreement so long as the total cost of staffing does not exceed the total amount for Personnel authorized by this Agreement and summarized in Exhibit, B, Attachment B-2, HVC Budget. Contractor must inform F5CA Contract Manager or their designee of staffing modifications in writing within 30 days of change.
- D. Contractor may charge an indirect rate, not to exceed 15 percent for personnel, travel, compensation, and other operating expenses associated with this contract.

2. Fiscal Year Rollover of Funds

Funds approved for expenditure in the current Fiscal Year (FY) that are not fully expended may be continuously rolled over to subsequent FYs to accomplish the scope of work, up to the maximum term of the Agreement.

3. Capital Assets

F5CA funds may **not** be used for capital assets as defined by the California State Administrative Manual (SAM) and First 5 Financial Management Guide – land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period and a unit cost of \$5,000 or more (SAM Section 8602).

In accordance with SAM, if property does not have an expected useful life of at least one year, and if the purchase cost does not exceed \$5,000 for purposes of the Funding, the purchase is considered an expenditure and not a capital asset.

EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS

Lead Agencies must review existing policy regarding capital assets. If the Fiscal Lead Agency's policy identifies a lower monetary threshold than SAM for capital assets, the Fiscal Lead Agency's policy must be enforced when expending HVC LAA funds. If the Fiscal Lead Agency's policy identifies a higher monetary threshold than SAM for capital assets, the State of California's policy (as articulated in SAM) must be enforced when expending HVC LAA funds.

4. Payment Withholds

Failure to submit timely and accurate fiscal information, evaluation data, and program reports, as required by F5CA, may result in the withholding of a disbursement of funds, until which time the required information, data, or reports have been received. Serious delays in fiscal report submission may result in a written request by F5CA for an accounting of expenditures or special review of fiscal and program activities. F5CA may reduce or terminate program participation, at any stage, if it is determined that a Fiscal Lead Agency has failed to adhere to the terms and conditions of the RFA and/or its approved LAA, including any amendments to the LAA.

5. Dispute Resolution (Fiscal Components)

The Fiscal Lead Agency shall attempt to resolve disputes of fiscal components (reimbursement, budget amendments, etc.) with F5CA staff. If the dispute is not resolved at the first staff level, the Executive Director or designee of the Fiscal Lead Agency 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 F5CA within thirty (30) calendar days of receiving an initial response from the first-level determination of the dispute.

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

EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS

6. First 5 Financial Management Guide Compliance

Fiscal Lead Agencies should refer to the First 5 Financial Management Guide (Guide) terms and definitions when reporting to or communicating with F5CA regarding the Funding. The guidelines and glossary contained in the Guide provide a common frame of reference and language for use between F5CA and Lead Agencies when addressing financial matters.¹

7. Restricted Use of Funds

HVC funding shall be expended only for the purposes expressed in this Agreement and must not supplant existing local, state, or federal funding, such as First 5 county commission, CHVP, HVP, or local funds used for home visiting coordination.

HVC funding is not intended for direct services to families, but rather to support coordination across the home visiting system and the strengthening of the local early childhood and family support system, including home visiting.

8. Retention of Program Records

Contractor must retain files in its 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 for auditing purposes and for program review, as required in the fiscal audit provision of this Agreement.

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 Contractor, which in the opinion of the State, may be related or pertinent to this Agreement. Such material for each year of the contract must be retained for a period of three (3) years after the termination of the contract or until an audit is completed by the State and all questions are resolved. An exception to the three-year retention period is when a contract audit is in dispute or in litigation. In those instances, the record retention requirements may be extended.

Audits and reviews may be conducted at any time during the performance of the contract or during the three (3) years following completion of the contracting period. Actual cost incurred by Contractor for expenses and reported match funds, if

¹ The First 5 Financial Management Guide is available on the First 5 California Web site at: http://www.cffc.ca.gov/about/about_fiscal.html

EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS

applicable, should be substantiated with appropriate source documentation. It is the Contractor's responsibility to ensure that all expenditures claimed, including all subcontractor expenditures, are allowable costs associated with performing the contracted services.

EXHIBIT B, ATTACHMENT B-2
Home Visiting Coordination Funding Budget
Fiscal Years 2020-2021 and 2021-2022

Home Visiting Coordination Funding
First 5 Mono County
Agreement No. LAA CFF HV 2020-26
Exhibit B, Attachment B-2
Page 1 of 1

Fiscal Lead Agency:	First 5 Mono
Agency Address:	PO Box 130
City, Zip Code:	Mammoth Lakes, CA 93546
Fiscal Lead Agency Contact:	Molly DesBaillets
Phone Number:	760-924-7626
Email:	mdesbaillets@monocoe.org

Budget Category	FY 2020-2021	FY 2021-2022	Total
A. PERSONNEL			
Salaries			
Benefits			
Total Personnel			
B. OPERATING			
Materials and Supplies	\$ 500.00	\$ 500.00	\$ 1,000.00
Travel	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Equipment			
Incentives/Stipends	\$ 43,000.00	\$ 43,000.00	\$ 86,000.00
Contractual			
Other			
Total Operations	\$ 45,000.00	\$ 45,000.00	\$ 90,000.00
C. TOTALS			
Total Direct Costs (A+B)	\$ 45,000.00	\$ 45,000.00	\$ 90,000.00
Indirect Cost Rate (not to exceed 15%)	11%	11%	\$ -
Total Indirect Costs	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Total Funds	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
D. TOTAL MATCH FUNDS (if applicable)	\$ -	\$ -	\$ -

EXHIBIT B, ATTACHMENT B-3

Home Visiting Coordination Grant Budget Narrative

Salary \$12,000

\$6,000 each year for .0875 FTE in Salary for the Executive Director

Benefits \$9,000

\$4,500 each year for .0875 FTE in benefits for the Executive Director

Materials \$1,000

\$500 each year for office supplies including paper and ink.

Travel \$1,500

For supporting staff to travel across the County to coordinate with partner agencies.

Stipends \$66,000

\$33,000 each year for stipends to Home Visitors wanting to participate ranging from \$550-\$2,750 each depending on how many participate (between 1 and 5)

Indirect \$9,500

Total: \$100,000

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1. Printing

The Contractor will contact First 5 California regarding all print jobs. First 5 California will contact the Office of State Publishing (OSP) for a print job quote or a print job exemption.

2. Iran Contracting Act

Public Contract Code (PCC) section 2202 et seq., the Iran Contracting Act of 2010, establishes restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. The Act requires that the Department of General Services (DGS) post a list of persons determined to fall within the Act's prohibitions, and to update the list every 180 days. Agencies receiving bids or proposals, or entering or renewing contracts valued at \$1 million or more must obtain a certification from the vendor certifying they are not on the list and are not a financial institution extending credit to an ineligible vendor on the list. Agencies should independently check the DGS list to verify the certification. (PCC section 2204.) The Act includes certain exceptions. (PCC section 2203(c).)

3. Resolution of Disputes

First 5 California shall be the sole judge of the acceptability of all work performed by the Contractor. Should the work performed by the Contractor fail to meet the minimum First 5 California conditions, requirements, or other applicable standards, specifications, or guidelines, the following resolution process shall be employed:

- (a) The First 5 California contract manager shall notify the Contractor in writing within fifteen (15) business days after any acceptance issues by identifying the specific inadequacies and/or failures in the services performed by the Contractor.
- (b) The Contractor shall, within five (5) business days after initial issue notification, respond to the First 5 California contract manager by submitting a detailed explanation describing precisely how the identified services actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services. Failure by the Contractor to respond to the First 5 California contract manager's initial issue notification within the required time limits may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

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- (c) First 5 California shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If First 5 California rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the First 5 California notification of rejection by submitting a revised corrective action plan within the required time limit may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination with proper documentation.
- (d) First 5 California shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

4. Subcontractors, Independent Consultants, and Vendors

- A. As used in this Agreement, the terms "subcontractor" and "independent consultant" shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.
- B. No portion of the work under this Agreement may be subcontracted by the Contractor without the express written consent of First 5 California. If requested by the Contract Manager or their designee, the Contractor shall submit to the First 5 California contract manager the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate prior to commencing work under the subcontract. At its discretion, First 5 California may approve commencement of work by a subcontractor and/or independent consultant prior to receipt of these documents, but such approval shall be contingent upon the review and approval of the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate within five (5) business days of commencement of work.

If a subcontractor's and/or independent consultant's final written subcontract and Conflict of Interest Certificate were included with the materials submitted by a successful bidder pursuant to a competitive bid process, no additional written

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approval of that subcontractor and/or independent consultant is required, absent material change in the subcontract's terms, or the scope or nature of work to be performed by the subcontractor and/or independent consultant.

It is the Contractor's responsibility to promptly alert First 5 California to any material changes, as described above, in any subcontractor's and/or independent consultant's responsibilities or subcontract.

- C. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors and Independent Consultants

Nothing contained in this Agreement or otherwise shall create a contractual relation between the State and any subcontractors and/or independent consultants, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or independent consultants, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors and/or independent consultants is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor and/or independent consultant.

6. Substitution of Disabled Veteran Business Enterprise Subcontractors

In the event this Agreement was awarded based on a commitment to subcontract a portion of the total amount of the Agreement to a DVBE identified in the bid or offer, per Military and Veterans Code (M&VC) section 999.5 (e), the Contractor's DVBE subcontractor may replace or substitute the DVBE subcontractor only with another DVBE subcontractor. This shall require the approval of First 5 California prior to commencement of subcontract services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer that are approved for DVBE substitutions by First 5 California will be documented by a contract amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under right and remedies due to the State, and penalties as outlined in M&VC section 999.9; or PCC section 10115.10.

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7. DVBE Participation Reports

The Contractor shall submit DVBE Participation Reports twice a year during the month of January and July for the term of the Agreement to the First 5 California contract manager. The reports shall certify the following:

- A. The total amount the prime Contractor received under the Agreement.
- B. The name and address of the DVBE(s) that participated in the performance of the Agreement.
- C. The amount each DVBE received from the Contractor.
- D. Certification that all payments under the Agreement have been made to the DVBE(s).
- E. The actual percentage of DVBE participation that was achieved.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation as defined in M&VC section 999.5(d).

8. Amendments

- A. This Agreement may be amended only by mutual written consent of the parties signed by each party's authorized representative or his/her designee or successor. No alternative or variation of the terms of this Agreement will be valid or binding unless so made and no prior oral understanding or agreement not incorporated herein is binding on any of the parties hereto.
- B. If this Agreement was awarded with a commitment to subcontract a percentage of the total amount of the Agreement to a DVBE and it is amended during the term to increase the total amount of the Agreement, the Contractor shall certify that the percentage specified to be subcontracted in the DVBE Worksheets shall be applied to the amended dollars.
- C. This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates and terms specified in the original Agreement, or any subsequent amendment.

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9. 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 thereto shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and its employees are hereby considered agents only for confidential data purposes and will be liable under the state and federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and/or independent consultant, and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- C. The Contractor and all subcontractors and/or independent consultants 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, public records request, court order, or other legal action. Unless the First 5 California contract manager authorizes the disclosure of the information in writing, the Contractor and all subcontractors and/or independent consultants shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

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.

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- (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 a yes or no vote on a ballot measure.
- C. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.
- D. The Contractor and its subcontractors and/or independent consultants shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

11. 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) calendar 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 the work is 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 the State. Any services or deliverables for which the Contractor is paid which are provided

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according to the procedures in this paragraph shall become the property of First 5 California.

12. Termination without Cause

First 5 California reserves the right to terminate this Agreement subject to thirty (30) calendar day's written notice to the Contractor. Any termination shall be effected by written notice to the Contractor, either hand-delivered or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice.
- B. Place no further orders or enter into any further subcontracts for materials, services, or facilities except as necessary to complete work under the Agreement up to the effective date of termination.
- C. Terminate all orders and subcontracts.
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts.
- E. Deliver or make available to First 5 California all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.
- F. The 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/public relations (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.

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In the event of termination, an equitable adjustment shall be made by First 5 California based upon a written request by the Contractor within thirty (30) calendar days from the date of the notice of termination. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

13. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, 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 or subcontracts 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.
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State 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 or subcontracts.
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- D. Upon the effective date of termination of the Agreement and payment of all items properly chargeable to the State hereunder, the Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State and no extra compensation is to be paid to the Contractor for its services in connection with any such transfer or assignment.
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which the State has or may acquire an interest.

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14. Insurance Requirement

The Contractor hereby represents and warrants that the Contractor is currently, and shall for the duration of this Agreement, including any extension in the term, be insured against commercial property, commercial general, workers compensation, and employee dishonesty insurance. The Contractor agrees to carry a minimum coverage of \$5,500,000 for commercial property with special form coverage and no co-insurance. Commercial general liability with a limit of no less than \$1,000,000 per occurrence. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury and all liability assumed under and insured contract. Employee dishonesty insurance with a limit of no less than \$100,000 per loss. Both the commercial property and employee dishonesty policies shall name First 5 California as loss payee. The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. The Contractor shall provide a waiver of subrogation in favor of the State for the workers' compensation policy. The Contractor shall be responsible for any deductibles included in the insurance policies.

The certificate of insurance must include the following provisions:

- First 5 California must be named as the "Certificate Holder" as follows:

State of California
First 5 California
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270

- The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- Place the language as stated below in the "Description" section:

"The State of California, its officers, agents, employees, and servants are hereby named as additional insured, but only with respect to work performed for the State of California."

The Contractor agrees that the liability insurance herein provided for shall be in

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effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance may be subject to the approval of the DGS, Office of Risk and Insurance Management. The Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Such coverage(s) as referenced herein shall be a condition of First 5 California's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, the Contractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by the Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State does not convey any rights or privileges to First 5 California. It does, however, serve to provide the State with proof that the Contractor is insured up to the required minimums, as required by the State. First 5 California and DGS reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

15. Information Security Incidents

The Contractor agrees to notify the First 5 California contract manager, in writing via e-mail, of any use or disclosure of information not provided for by this Agreement of which it becomes aware, within three (3) working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, theft), description of the 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.

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16. News Release and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the products or materials created pursuant to this Agreement, operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of First 5 California.

17. Recycled Project Content

A minimum of 30% recycled paper and/or cardboard only must be used, unless proposed job (e.g., printing) cannot be done on recycled materials. The Contractor must also certify in writing, upon completion of performance under the Agreement, the exact percentage of post-consumer or secondary materials (paper, plastic, metal, cardboard) provided or used in the services provided under the Agreement.

The certification shall be provided regardless of content, even if the product contains no recycled material. This certification must be signed under penalty of perjury. The Contractor may use and request Form CIWMB 74 from the First 5 California contract manager for certification purposes.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State 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.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**Home Visiting Coordination Funding Budget
Fiscal Years 2020-2021 and 2021-2022**

Fiscal Lead Agency:	First 5 Mono
Agency Address:	PO Box 130
City, Zip Code:	Mammoth Lakes, CA 93546
Fiscal Lead Agency Contact:	Molly DesBaillets
Phone Number:	760-924-7626
Email:	mdesbaillets@monocoe.org

Budget Category	FY 2020-2021	FY 2021-2022	Total
A. PERSONNEL			
Salaries	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00
Benefits	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00
Total Personnel	\$ 10,500.00	\$ 10,500.00	\$ 21,000.00
B. OPERATING			
Materials and Supplies	\$ 500.00	\$ 500.00	\$ 1,000.00
Travel	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00
Equipment			
Incentives/Stipends	\$ 33,000.00	\$ 33,000.00	\$ 66,000.00
Contractual			
Other			
Total Operations	\$ 34,750.00	\$ 34,750.00	\$ 69,500.00
C. TOTALS			
Total Direct Costs (A+B)	\$ 45,250.00	\$ 45,250.00	\$ 90,500.00
Indirect Cost Rate (not to exceed 15%)	11%	10%	\$ -
Total Indirect Costs	\$ 4,751.25	\$ 4,748.75	\$ 9,500.00
Total Funds	\$ 50,001.25	\$ 49,998.75	\$ 100,000.00
D. TOTAL MATCH FUNDS (if applicable)	\$ -	\$ -	\$ -

Home Visiting Coordination Grant Budget Narrative

Salary \$12,000

\$6,000 each year for .0875 FTE in Salary for the Executive Director

Benefits \$9,000

\$4,500 each year for .0875 FTE in benefits for the Executive Director

Materials \$1,000

\$500 each year for office supplies including paper and ink.

Travel \$1,500

For supporting staff to travel across the County to coordinate with partner agencies.

Stipends \$66,000

\$33,000 each year for stipends to Home Visitors wanting to participate ranging from \$550-\$2,750 each depending on how many participate (between 1 and 5)

Indirect \$9,500

Total: \$100,000

Grant Award Notification

GRANTEE NAME AND ADDRESS Mono County Children and Families Commission 365 Sierra Park Road, Building M Mammoth Lakes, CA 93546				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	14130 14092	26800	00
Attention Molly DesBaillets, Executive Director				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office				Resource Code		Revenue Object Code	26
Telephone 760-924-7626				5035		8290	INDEX
Name of Grant Program Quality Counts California Block Grant							0656
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$6,150 \$20,589		\$26,739		7/1/2020	6/30/2021	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
93.575	G2001CACCCDD G2101CACCCDD	Child Care and Development Fund			USDHHS		
<p>I am pleased to inform you that you have been funded for the fiscal year 2020–21 Quality Counts California (QCC) Block Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Carly Nodohara, Staff Services Analyst Early Learning and Care Division California Department of Education 1430 N Street, Suite 3410 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Carly Nodohara				Job Title Staff Services Analyst			
E-mail Address QCC@cde.ca.gov					Telephone 916-323-5843		
Signature of the State Superintendent of Public Instruction or Designee 					Date July 1, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature Return to agenda					Date		

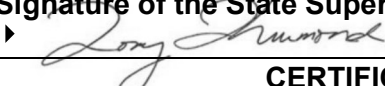

Grant Award Notification (Continued)

1. All grantees are required to comply with the data and reporting requirements of this grant.
 - a. Grantees are required to submit an annual site-level common data report for their county or regional consortia. For the elements of the Common Data File, refer to Appendix C: QCC Common Data File Summary on page 41 of the QCC Local Consortia and Partnerships Grant Request for Applications (RFA).
 - b. Grantees are required to submit the annual Consortia Annual Performance Report via the online survey regarding the regional/local processes and strategies to implement QCC and other more evaluation-related topics, as needed. Content is determined annually.
2. All grantees are required to retain a copy of the General Assurances, which can be obtained at the CDE Funding Forms web page at <https://www.cde.ca.gov/fq/fo/fm/ff.asp>, for their records and audit purposes.
3. All grantees are required to maintain a good standing status in order to be an eligible grantee for the subsequent year. Good standing is defined within the Key Terms of Appendix A on page 35 of the RFA.
4. All grantees will work to increase their consortium's QCC site participation using targets outlined in Appendix B: Local Consortia Lead Agency Minimum Participation Targets within the RFA as a guide.
5. All grantees will be responsible for ensuring QCC site participation includes development of site-level Quality Improvement Plans and ensure participation in the California Early Care and Education Workforce Registry as stated on page 24 of the RFA.
6. All grantees will serve as the quality improvement (QI) umbrella to holistically set and implement supports to address QI priorities, such as supporting children who have experienced trauma or children with disabilities, strengthening family engagement, and strengthening QI for all providers in the early learning and care system. Through the integration of relevant state-funded quality projects, such as the Child Care and Development Grant Fund (CCDF) Quality Projects and/or relevant projects, as appropriate, QI activities should to meet the local needs.
7. All grantees will work with the local Resource and Referral Agency(ies) and utilize the CCDF Consumer Education Database to ensure information on participating sites is shared to inform parents in their child care decision process.
8. All grantees shall follow the guidance and requirements set forth in the QCC Implementation Guide regarding rating, assessment, and observation. This would also include making rating information and participation in QCC quality improvement publicly available.

Fiscal Issues:

- Grantees agree to follow any applicable federal or state law relating to this grant and will meet all fiscal and auditing standards required by the CDE. Any consortium receiving QCC QRIS Block Grant funds is required to use the funds only for the intended purposes of this grant.
- Grantees will submit a quarterly reimbursement invoice and supporting fiscal narrative via the QCC Reporting Portal within the required three-week timeline. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted at least 10 days in advance of the closure of the reporting window) will be required to wait until the subsequent quarterly reporting period for processing. The months for quarterly fiscal reporting are October, January, April, and August or as indicated by the QCC Reporting Portal.
- Reimbursement payments for allowable expenditures will be prepared upon receipt and approval of the reimbursement invoice.

Grant Award Notification

GRANTEE NAME AND ADDRESS Mono County Office of Education P.O. Box 130 Mammoth Lakes, CA 93546				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	25276	10264	00
Attention Dr. Stacey Adler, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office				Resource Code	Revenue Object Code	26	
Telephone 760-934-0031				6127	8590	INDEX	
Name of Grant Program California State Preschool Program Quality Rating and Improvement System Block Grant							0656
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$23,215		\$23,215		07/01/2020	06/30/2021	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
-	-	-			-		
<p>I am pleased to inform you that you have been funded for the fiscal year 2020–21 California State Preschool Program (CSPP) Quality Rating Improvement System (QRIS) Block Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Carly Nodohara, Staff Services Analyst Early Learning and Care Division California Department of Education 1430 N Street, Suite 3410 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Carly Nodohara				Staff Services Analyst			
E-mail Address					Telephone		
QCC@cde.ca.gov					916-323-5843		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					June 22, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		
							

Grant Award Notification (Continued)

1. All grantees are required to comply with the data and reporting requirements of this grant.
 - a. Grantees are required to submit an annual site-level common data report for their county or regional consortia. For the elements of the Common Data File, refer to Appendix C: Quality Counts California (QCC) Common Data File Summary on page 41 of the QCC Local Consortia and Partnerships Grant Request for Applications (RFA).
 - b. Grantees are required to submit the annual Consortia Annual Performance Report via the online survey regarding the regional/local processes and strategies to implement QCC and other more evaluation-related topics, as needed. Content is determined annually.
2. All grantees are required to retain a copy of the General Assurances, which can be obtained at the CDE Funding Forms web page at <https://www.cde.ca.gov/fq/fo/fm/ff.asp>, for their records and audit purposes.
3. All grantees are required to maintain a good standing status in order to be an eligible grantee for the subsequent year. Good standing is defined within the Key Terms of Appendix A on page 35 of the RFA.
4. All grantees will issue annual site QRIS block grants to California State Preschool Program (CSPP) sites rated at the quality level of Tier 4 or higher. Funding may be used to raise the quality of CSPP sites not yet at Tier 4.
5. All grantees will work to increase their consortium's QCC site participation using targets outlined in Appendix B: Local Consortia Lead Agency Minimum Participation Targets within the RFA as a guide.
6. All grantees will be responsible for ensuring QCC site participation includes development of site-level Quality Improvement Plans and ensure participation in the California Early Care and Education Workforce Registry as stated on page 24 of the RFA.
7. All grantees will serve as the quality improvement (QI) umbrella to holistically set and implement supports to address QI priorities, such as supporting children who have experienced trauma or children with disabilities, strengthening family engagement, and strengthening QI for all providers in the early learning and care system. Through the integration of relevant state-funded quality projects, such as the Child Care and Development Grant Fund (CCDF) Quality Projects and/or relevant projects, as appropriate, QI activities should to meet the local needs.
8. All grantees will work with the local Resource and Referral Agency(ies) and utilize the CCDF Consumer Education Database to ensure information on participating sites is shared to inform parents in their child care decision process.
9. All grantees shall follow the guidance and requirements set forth in the QCC Implementation Guide regarding rating, assessment, and observation. This would also include making rating information and participation in QCC quality improvement publicly available.

Fiscal Issues:

- Grantees agree to follow any applicable federal or state law relating to this grant and will meet all fiscal and auditing standards required by the CDE. Any consortium receiving QCC QRIS Block Grant funds is required to use the funds only for the intended purposes of this grant.
- Grantees will submit a quarterly reimbursement invoice and supporting fiscal narrative via the QCC Reporting Portal within the required three-week timeline. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted at least 10 days in advance of the closure of the reporting window) will be required to wait until the subsequent quarterly reporting period for processing. The months for quarterly fiscal reporting are October, January, April, and August or as indicated by the QCC Reporting Portal.
- Reimbursement payments for allowable expenditures will be prepared upon receipt and approval of the reimbursement invoice.

Mono County Children and Families Commission GRANT AGREEMENT

THIS AGREEMENT is made this July 1, 2020, by and between the **Mono County Children and Families Commission** ("Commission") and the **Mammoth Unified School District** ("Grantee").

RECITALS:

WHEREAS, Grantee is an organization working together with parents and the community to educate and motivate all students to achieve their individual academic, physical, emotional and social potential, in a caring, safe environment; and

WHEREAS, Grantee has proposed Strategies to further the Vision, Goals and Objectives in the Mono County Children and Families Commission current strategic plan; and

WHEREAS, the Grantee is willing and able to continue to provide kindergarten transition services in exchange for compensation from the Commission in the form of a grant;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Commission for the services rendered by Grantee, the parties agree to the following:

1. SCOPE OF WORK: Grantee agrees to provide all of the work described in the Scope of Work, which is set forth in Exhibit A, attached hereto and incorporated by this reference. In addition, the Grantee agrees to cooperate with Commission to complete program evaluation as set forth in Exhibit D, attached hereto and incorporated by this reference.

Substandard performance as determined by Commission staff will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Grantee within a reasonable period of time after notification by Commission staff, the Commission may initiate Agreement termination procedures in accordance with paragraph 14A.

2. REPORTING REQUIREMENT: Grantee shall submit written reports required by this Agreement by the deadlines set forth in Exhibit A. Program evaluation components, as set forth in the Program Narrative (Exhibit D), may be modified by Grantee with prior approval of Commission staff.

3. PAYMENT: The maximum grant award is \$10,000 for the initial term of one year and \$10,000 for each additional year that this agreement is extended by the Commission in accordance with Paragraph 4. Grantee agrees that all funds awarded to Grantee shall be made in accordance with the following:

A. Grantee will invoice the Commission annually, based on actual expenses incurred during the previous 12 months. The Expenditure Report, attached as Exhibit C and incorporated herein by this reference, and substantiating documentation in the form of receipts, time sheets, etc., must accompany the invoice. In addition, Grantee shall cooperate with Commission to prepare the Program Narrative (Exhibit D) for submission with each year-end invoice (due no later than July 31). The reporting schedule is contained in the Performance Standards, Exhibit B. The Grantee will be approved to receive the total amount invoiced upon satisfactory completion of the appropriate reports. The Commission shall forward payment requests to the County Auditor/Controller within five days of approving reports.

B. Grantee agrees to expend Commission funds as outlined in the Agreement Budget, attached as Exhibit C and by this reference made a part hereof. The Commission will not pay for unauthorized services rendered by the Grantee, nor for claimed services which Commission Agreement monitoring shows have not been provided as authorized. If Commission has advanced funds for services which, following consultation with Grantee, it later determines to have not been provided, Grantee shall refund requested amounts within thirty days of demand by Commission. The Commission has the option of offsetting such amounts against future payments due to Grantee.

C. Grantee is permitted a budget variation of up to ten percent (10%) for each major budget line item for the Agreement period. Any larger budget variation must receive prior Commission approval.

D. Expenditure Reports (Exhibit C) to the Commission shall be submitted with full documentation of all work performed and all reimbursable expenses incurred. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be credited toward Agreement performance without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

4. AGREEMENT TERM: The term of this Agreement shall be from July 1, 2020, to June 30, 2021, unless sooner terminated as provided below. By mutual agreement of the Parties, this Agreement may be extended for subsequent one-year terms pursuant to the same terms and conditions set forth herein. Any extension pursuant to this paragraph shall be agreed-upon prior to the expiration of the then-existing term.

5. MAXIMUM COST TO COMMISSION: Notwithstanding any other provision of this Agreement, in no event will the cost to Commission for the work to be provided herein exceed \$3,000 per year that this Agreement remains in effect.

6. STATE REQUIREMENTS AND NONAPPROPRIATION: This Agreement is funded by a Mono County Children and Families Commission Grant with monies from the California Children and Families Trust Fund (Health & Safety Code §§ 130100-

130155). The State of California, may, through the California Children and Families Commission, enact requirements that affect the performance of the Grantee. If the State does impose new obligations affecting the performance of this Agreement, Commission reserves the right to amend the Agreement as necessary to comply with state requirements. Grantee will be notified at least thirty (30) days in advance if new requirements are to be imposed. Grantee may terminate this Agreement during that thirty-day notice period if it determines the new requirements to be infeasible to perform.

Commission reasonably believes that California Children and Families Trust Fund monies will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payment, then the Commission will immediately notify Grantee of such occurrence and the Agreement may be terminated upon twenty (20) days notice. After this Agreement is terminated under these provisions, Commission shall have no obligation to make further payments except that Commission shall pay Grantee for all services rendered and costs incurred in the performance of its duties hereunder prior to the date of termination.

7. INSURANCE:

A. General Liability. Grantee 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, including operations, products, and completed operations as applicable, to be performed by Grantee under this Agreement. Such policy shall provide limits of not less than one million dollars (\$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 Grantee 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 AA or AA+. Prior to commencing any work under this agreement, Grantee shall provide the Mono County Children and Families Commission: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to Mono County and the Mono County Children and Families Commission, their 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 Mono County Children and Families Commission .

B. Automobile/Aircraft/Watercraft Liability Insurance. Grantee shall provide 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 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. 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. Grantee shall provide professional liability insurance in an amount of not less than one million dollars \$1,000,000.00 each occurrence/one million (\$1,000,000.00) policy aggregate.

If professional liability coverage is written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the date of the Agreement or the beginning of Agreement work. 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work. 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the Grantee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

D. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County and Mono County Children and Families Commission, their agents, officers, employees and volunteers; or the Grantee shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, the Commission may suspend or recover payments to the Grantee for any work conducted during any time that insurance was not in effect and until such time as the Grantee provides adequate evidence that Grantee has obtained the required coverage.

8. WORKER'S COMPENSATION: The Grantee acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

9. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability or on any other basis prohibited by state or federal law. This policy does not require the employment of unqualified persons.

10. SUBAGREEMENTS: The Grantee shall not subcontract any portion of the work required by this Agreement without prior written approval of the Commission except for any subcontract work identified herein.

11. ASSIGNMENT: The rights, responsibilities and duties under this Agreement are personal to the Grantee and may not be transferred or assigned without the express prior written consent of the Commission.

12. BOOKS OF RECORD AND AUDIT PROVISION: Grantee shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. These documents and records shall be retained for at least three years following expiration of this Agreement, including all extensions. Grantee will permit Commission to audit all books, accounts or records relating to this Agreement including all books, accounts or records of any business entities controlled by Grantee and any subcontractors for the Agreement.

Upon reasonable notice to Grantee by Commission, an audit may be conducted on Grantee's premises or, at Commission's option, Grantee shall provide all books and records pertaining to its performance of this Agreement within fifteen (15) working days upon receipt of written notice from Commission. Grantee shall additionally make itself available to the auditor to answer any questions regarding Grantee's performance of this agreement that auditor feels are necessary in order to conduct or expedite the audit. Grantee shall refund any moneys found by the auditor to have been erroneously charged, but only if Grantee is first given reasonable notice of, and a full and fair opportunity to explain, the circumstances giving rise to the auditor's belief that the moneys were erroneously charged. If Commission requires an audit due to errors on the part of the Grantee, and if that audit reveals that Grantee has erroneously received moneys from the Commission which it must refund in accordance with this paragraph, Grantee shall be liable for the reasonable costs of the audit in addition to any other penalty required by law to be imposed.

13. TIME OF COMPLETION: Time is of the essence with respect to this Agreement. Grantee agrees to commence and to complete the work within the time schedules outlined within this Agreement.

14. TERMINATION:

A. If the Grantee fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance hereunder, then the Commission may, after giving written notice to Grantee, and fifteen (15) calendar days to cure or correct the failure, terminate this Agreement. Such time to cure shall not be required, if the Commission determines that immediate termination is necessary for the protection of public health or safety. In the event of termination pursuant to this subsection, the Commission reserves the right to withhold payment for

services not satisfactorily performed and/or to demand repayment of funds paid in advance for services not performed or not satisfactorily performed. Repayment shall be made within thirty (30) calendar days of a written request by Commission and Grantee's repayment obligation shall survive termination of this Agreement.

C. Either party may terminate this Agreement with or without cause and for any reason whatsoever by giving the other party thirty (30) calendar days written notice.

D. In the event of termination of this agreement, other than termination pursuant to Paragraph A, the Grantee shall be paid for services performed to the date of termination in accordance with the terms of this Agreement. Grantee shall refund any moneys advanced to it by the Commission which moneys have not been spent by Grantee or which constitute prepayment for services that have not been performed. Such repayment shall be made by Grantee within thirty (30) calendar days of termination.

E. For purposes of this paragraph, calendar days shall be counted from the date of mailing.

15. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in performance of the work under this Agreement, the Grantee, and the agents and employees thereof, shall act as an independent Contractor and not as officers, employees or agents of the Mono County Children and Families Commission.

Except as expressly provided in Attachment A, Grantee has no authority or responsibility to exercise any rights or power vested in the Commission. No agent, officer, or employee of the Commission is to be considered an employee of Grantee. It is understood by both Grantee and Commission that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

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

16. TITLE TO PROPERTY: At the conclusion of this Agreement, title to all expendable and nonexpendable personal or real property purchased with Commission funds shall vest with the Grantee if written certification is made to the Commission that the property will continue to be used for grant-related purposes and the Commission approves such certification in writing.

If the above-noted certification is not made or the Commission disapproves such certification, title to all property with an aggregate or individual value of \$1,500 or more shall vest with the Commission; in that event, the Grantee shall await and follow specific written instructions from the Commission regarding transfer of title or disposition of the property.

17. AMENDMENT: This Agreement may be amended or modified only by written agreement of all parties.

18. AUTHORITY TO AGREEMENT: The undersigned person warrants that he or she has the authority to enter into this Agreement on behalf of the Grantee.

19. JURISDICTION AND VENUE: This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Mono County, California.

20. INDEMNIFICATION:

Grantee shall indemnify, defend and hold harmless, Mono County and the Mono County Children and Families Commission and 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 Grantee, or Grantee's agents, officers, or employees. Grantee's obligation to defend, indemnify, and hold the County, of Mono and the Commission, 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. Grantee'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 Grantee, 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.

Grantee's obligation to defend, indemnify, and hold the County of Mono and the Mono County Children and Families Commission, 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 Grantee to procure and maintain a policy of insurance.

21. COMPLIANCE WITH APPLICABLE LAWS: The Grantee shall comply with any and all state and local laws affecting the services covered by this Agreement.

22. NOTICES: Notices shall be sent, first class mail, to Commission at the following location:

**Mono County Children and Families Commission
P.O. Box 130
Mammoth Lakes, California 93546**

Notices shall be sent, first class mail, to Grantee at the following address:

**Mammoth Unified School District Superintendent
P.O. Box 3209
Mammoth Lakes, California 93546**

23. TAX STATUS: A Grantee, which is a nonprofit organization, shall possess a "Letter of Good Standing" from the Secretary of State's Office and covenants that it will keep such status in effect during the full term of this agreement.

24. ACKNOWLEDGEMENT OF FUNDS: Grantee shall acknowledge the grant from the Mono County Children and Families Commission in all statements or printed materials funded with grant monies. The acknowledgement shall be worded as follows: *Made possible by a grant from First 5 Mono County.*

25. ENTIRE AGREEMENT AND AMENDMENT: This Agreement and its attachments contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set for herein. This Agreement may be altered, amended or modified by writing signed by both of the parties and by no other means.

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

APPROVED BY:

Mono County Children & Families Commission

Mammoth Unified School District

By: _____
Commission Chair

By: _____
Jennifer Wildman, Superintendent

APPROVED AS TO FORM:

County Counsel for Commission

Exhibit A

SCOPE OF WORK: MAMMOTH ELEMENTARY SCHOOL

It is the mission of Mammoth Elementary School (MES) to work together with parents and community to educate and motivate all students to achieve their individual academic, physical, emotional and social potential, in a caring, safe environment. It is Mammoth Elementary School's responsibility to educate children from kindergarten through grade five.

Through Commission Funding, Mammoth Elementary School will continue its transition to kindergarten activities with parents and preschools and provide data and supporting documentation for local evaluation.

Service Delivery:

- Provide annual Kindergarten Round-Up at MES, presenting information on registration and school requirements in English and Spanish.
- Apply a kindergarten assessment tool in the fall of each school-year within one month of the first day of school, to screen assess the success of school readiness programs.
- Coordinate with Commission to maximize outreach to young children and their families.
- Work with Commission to improve outreach to parents and others in pre-kindergarten settings, with information and educational materials related to kindergarten readiness and transition. In particular, emphasize expanded outreach for Kindergarten Round-up.

Evaluation:

- Offer an annual Kindergarten assessment to all children within one month of entry into kindergarten.
- Participate in tracking the impact of Kindergarten Round-up through teacher feedback surveys.
- Where appropriate, collect and assist in the longitudinal analysis of academic assessment data on MES second or third -graders (via standardized tests) to determine the difference in academic performance of those who participated in school readiness activities versus those who did not.

Performance Standards

The Grantee shall carry out this agreement in accordance with the following standards:

1. The Grantee will maintain timely and accurate records reflecting service levels, participant characteristics, service outcomes and expenditures under the terms of this Agreement.
2. The Mono County Children and Families Commission staff will provide the Grantee assistance and guidance in the performance of this Agreement.
3. The Grantee lead program contact will be the Mammoth Elementary School Principal who will be responsible for carrying out and reporting achievement of project expectations and outcomes.
4. The Grantee will work with the Commission in its evaluation of the project activities.

Exhibit B

5. The Grantee will report on project progress, outcomes and expenses using the following reports due to the CFC office on the indicated dates:

Report	Due Date
	Annually
• Submission of kindergarten Student Rosters to First 5 staff.	<i>October 30</i>
• Submission of Kindergarten Assessment data to First 5 staff.	<i>October 30</i>
• Submission of Academic Performance results of second graders, as appropriate and in consultation with Commission	<i>May 30</i>
• Annual Expenditure Report (Exhibit C)	<i>July 31</i>
• Annual Program Narrative (Exhibit D)	<i>July 31</i>

Exhibit C

ANNUAL PROJECT BUDGET

(July 1 through June 30)

Personnel Expenses

Commission Funds: **\$3,000**

<i>Teachers to conduct Fall K Assessments</i>	
• <i>Teacher salary for conducting school readiness assessments</i>	<i>\$3,000</i>

TOTAL EXPENSES

Commission Funds: **\$3,000**

Exhibit C

EXPENDITURE REPORT

FOR FISCAL YEAR: _____

This page to accompany each report submitted

MAMMOTH UNIFIED SCHOOL DISTRICT - GRANT EXPENSES

For Commission Funds expended this period, please provide a justification/description of your expenses for each item below.

Expense Item A	Justification/Description B	Actual SR Expenses C
Personnel		\$
Teacher salary or substitute cost for k assessments		\$
Total		\$

Please submit substantiating documentation alongside this report to the Commission. When an expense item exceeds \$1,000, please submit receipts or invoices.

I certify the information above to be true and correct:

Program Officer

Title

Printed Name

Date

Exhibit D

ANNUAL PROGRAM NARRATIVE

MUSD - Mammoth Elementary School

Person(s) Completing this data _____ for Fiscal Year: _____

1. Please work with the Commission staff to provide a summary of funded activities that occurred during the year and any notes or comments on these activities:

Provide annual Kindergarten Round-Up at MES.
<i>Dates of events, including number of participants, what went well, and recommendations for future Round-Ups</i>
Implement annual SR Kindergarten Assessments for all children within 1 month of entry into kindergarten.
<ul style="list-style-type: none">▪ # children assessed and any comments on assessment process(es).▪ Please submit the K Assessments to the First 5 Office, with identifying information deleted, for compilation and analysis of results.
Track impact of Kindergarten Round-up and Summer Bridge Program.
<ul style="list-style-type: none">▪ Assist Commission in the implementation and analysis of Teachers surveys.▪ Where appropriate, collect and assist in the longitudinal analysis of academic assessment data on MES second-graders (via standardized tests) to determine the difference in academic performance of those who participated in school readiness activities versus those who did not.



September 17, 2020

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, located at Bridgeport, CA hereinafter referred to as “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 Child Development Center, IMPACT Program hereinafter referred to as the "Program" located aboard the Marine Corps Mountain Warfare Training Center (MCMWTC) in Bridgeport, California beginning August 30, 2020 ending June 30, 2021.

4. Scope of the Agreement.

a. SPONSOR agrees to provide:

- 1) Five Thousand Six Hundred and Sixty Six dollars (\$5,666.00) for the continuing education of the staff and children at the Child Development Center involved in the IMPACT program for the 2020-2021 school year.
- 2) All necessary information to produce the marketing materials for the IMPACT program.

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

- 1) Completion of all required trainings, surveys, and educational classes as outlined in the IMPACT program.
- 2) Distribution of 2019-20 & 2020-2021 school years' Ages and Stages Questionnaire results to all installation families.
- 3) End of 2019-2020 and 2020-2021 school year documentation of completed trainings, education, and other activities as decided upon in the site plan at the beginning of the school year.
- 4) 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 FYs 2019-20-2020-21, which is at a minimum: 21 hours of professional development per school year for a minimum of 50% of the teaching staff and providing all families an Ages and Stages Questionnaire in August-September of each school year.

5. Payment Terms: SPONSOR agrees to provide up to Five Thousand Six Hundred and Sixty Six Dollars (\$5,666.00) as stated in Agreement Section 4.a., as follows:

- a. up to Five Thousand Six Hundred and Sixty Six Dollars (\$5,666.00) due on or before November 1, 2020 & 2021.

The SPONSOR is to make any and all checks payable to MCCS. Please include SP 20-013 on the Memo or Reference line of your check. Payment shall only be mailed to the address provided below:

MCMWTC
MCCS Marketing
HC83, Bldg 6002
Bridgeport, CA
93517
ATTN: Barbara Stone

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.** **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.** **SPONSOR** agrees to indemnify, defend, and hold harmless **MCCS**, the U.S. Government, the U.S. Marine Corps, and their officers and employees, agents, successors, and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of any or all aspects of the Agreement and Event. Third parties will look solely to **SPONSOR** for payment and satisfaction of an obligation or claim arising from this event, or breach of any warranty or representations made by it, or any act or omission by it in the performance of the Event outlined in this Agreement. **TERMINATION OF THIS AGREEMENT** shall not affect the continuing obligations of each of the parties under this paragraph.

10. **SPONSOR's Trademark.** **SPONSOR's** trademarks, label designs, product identifications, artwork, and other symbols and devices associated with **SPONSOR's** products or services are and shall remain **SPONSOR's** property. **SPONSOR** hereby authorizes **MCCS** to use **SPONSOR's** trademarks in promotions during the term of this agreement. The right to use **SPONSOR's** trademark is non-exclusive, non-assignable and non-transferable. All uses by **MCCS** of **SPONSOR's** trademarks shall inure solely to the benefit of the **SPONSOR**.

- a. This Agreement does not authorize **SPONSOR** to make use of any Marine Corps trademarks, including but not limited to those connected to **MCCS** programs. **SPONSOR** may make factual statements in reference to the sponsored Events. Example: On **SPONSOR's** media, **SPONSOR** could state, "A proud **Sponsor** of MCMWTC Bridgeport Marine Corps Ball," however **SPONSOR** may not display any Marine Corps or **MCCS** logo, emblem, seal, trademark, or other protected mark. Marine Corps and **MCCS** trademarks are regulated by the U.S. Marine Corps Trademark Licensing Program. Information on this program, including FAQs, guidance on obtaining a license, and contact information for the Marine Corps Trademark and Licensing Office is available at www.marines.mil/trademark.

11. **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, Chapter 71. 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.

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

For **SPONSOR**:

Molly DesBaillets Date
First 5 Mono County
365 Sierra Park Road, Bldg. M
POBox 130
Mammoth Lakes, CA

For **MCCS**:

Emiley Stroud 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 Emiley.Stroud@usmc-mccs.org

First 5 Mono County

County				CSPP BG	CDBG	IMPACT	PDG-R	Region 6 T&TA Hub	F5 Ops	Home Visiting	Misc	Oral Health	Peapod	Safe Kids	School Readiness	Systems Building	Total Annual Budget	
4	Contributions, Support																	
4300	Government Revenue																	
	4310	Prop 10 & SPCFA revenue							\$53,494.00	\$169,149.00	\$29,989.00	\$9,811.00		\$7,000.00	\$48,557.00	\$32,000.00	\$350,000.00	
	Total for Non-Government Grants			\$0.00		\$0.00	\$0.00	\$0.00	\$53,494.00	\$169,149.00	\$29,989.00	\$9,811.00	\$0.00	\$7,000.00	\$48,557.00	\$32,000.00	\$350,000.00	
4500	Government Grants																	
	4510	Federal Grants			\$44,000.00												\$44,000.00	
	4520	State Grants		\$23,215.00		\$87,582.00	\$26,739.00	\$112,065.00		\$50,000.00							\$299,601.00	
	4530	Local Government Grants								\$167,711.00			\$40,000.00				\$207,711.00	
	Total for Government Grants			\$23,215.00	\$44,000.00	\$87,582.00	\$26,739.00	\$112,065.00	\$0.00	\$217,711.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$551,312.00	
	TOTAL FOR CONTRIBUTION REVENUE			\$23,215.00	\$44,000.00	\$87,582.00	\$26,739.00	\$112,065.00	\$53,494.00	\$386,860.00	\$29,989.00	\$9,811.00	\$40,000.00	\$7,000.00	\$48,557.00	\$32,000.00	\$902,312.00	
5	Earned revenues																	
5300	Investments																	
	5310	Interest								\$12,000.00							\$12,000.00	
	Total for Investments			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
5999	Misc. Revenue										\$1,000.00						\$1,000.00	
	TOTAL EARNED INCOME			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
	TOTAL INCOME			\$23,215.00	\$44,000.00	\$87,582.00	\$26,739.00	\$112,065.00	\$53,494.00	\$398,860.00	\$30,989.00	\$9,811.00	\$40,000.00	\$7,000.00	\$48,557.00	\$32,000.00	\$914,312.00	
7	Expenses - grants, salaries and contract expenses																	
7000	Grants & Direct Assistance																	
	7020	Emergency Funds									\$20,000.00						\$20,000.00	
20000	7030	Block Grants, Stipends, Counselling, and		\$11,000.00		\$18,995.00	\$3,156.00	\$11,000.00		\$48,594.70							\$92,745.70	
	Total for Grants & Direct Expenses			\$11,000.00		\$18,995.00	\$3,156.00	\$11,000.00	\$0.00	\$48,594.70	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112,745.70	
7200	Salaries & Related Expenses																	
	7210	Salaries & Wages		\$5,460.00		\$39,223.00	\$16,329.00	\$12,127.00	\$16,668.00	\$190,000.00		\$6,635.00	\$23,500.00			\$16,510.00	\$326,452.00	
	7230	Employee Benefits		\$1,400.00		\$22,310.00	\$4,490.00	\$7,146.00	\$7,671.00	\$80,000.00		\$2,239.00	\$7,011.00			\$12,584.00	\$144,851.00	
	Total for Salaries & Related Expenses			\$6,860.00		\$61,533.00	\$20,819.00	\$19,273.00	\$24,339.00	\$270,000.00	\$0.00	\$8,874.00	\$30,511.00	\$0.00	\$0.00	\$29,094.00	\$471,303.00	
7500	Contract Service Expenses																	
	7510	Contractors - General		\$3,650.00	\$44,000.00			\$65,280.00			\$6,000.00			\$7,000.00	\$41,000.00		\$166,930.00	
	7520	Accounting							\$10,530.00								\$10,530.00	
	7530	Attorney & Legal									\$1,500.00						\$1,500.00	
	Total for Contract Service Expenses			\$3,650.00	\$44,000.00	\$0.00	\$0.00	\$65,280.00	\$10,530.00	\$0.00	\$7,500.00	\$0.00	\$0.00	\$7,000.00	\$41,000.00	\$0.00	\$178,960.00	
	TOTAL FOR GRANTS, SALARIES AND CONTRACT EXPENSES			\$21,510.00	\$44,000.00	\$80,528.00	\$23,975.00	\$95,553.00	\$34,869.00	\$318,594.70	\$27,500.00	\$8,874.00	\$30,511.00	\$7,000.00	\$41,000.00	\$29,094.00	\$763,008.70	
8	Nonpersonnel expenses:																	
8100	Nonpersonnel Expenses																	
	8110	Supplies, Basic Needs, Educational Supp		\$700.00		\$500.00	\$700.00	\$1,500.00		\$23,266.00		\$50.00	\$4,000.00		\$9,457.00		\$40,173.00	
	8120	Evaluation									\$1,000.00						\$1,000.00	
	8130	Telephone & Internet							\$200.00								\$200.00	
	8140	Postage & office supplies							\$1,500.00	\$3,000.00			\$500.00		\$600.00		\$5,600.00	
	8150	Data Systems						\$10,900.00									\$10,900.00	
	Total for Nonpersonnel Expenses			\$700.00		\$500.00	\$700.00	\$12,400.00	\$1,700.00	\$26,266.00	\$1,000.00	\$50.00	\$4,500.00	\$0.00	\$10,057.00	\$0.00	\$57,873.00	
8200	Facility Expenses																	
	8210	Office Rent							\$10,392.00								\$10,392.00	
	Total for Facility Expenses			\$0.00		\$0.00	\$0.00	\$0.00	\$10,392.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,392.00	
8300	Travel & Conference Expenses																	
	8310	Travel & training		\$400.00		\$400.00		\$3,444.00	\$3,100.00	\$27,000.00			\$2,000.00		\$100.00		\$36,444.00	
	Total for Travel & Conference Expenses			\$400.00		\$400.00	\$0.00	\$3,444.00	\$3,100.00	\$27,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$100.00	\$0.00	\$36,444.00	
8500	Other Expenses																	
	8520	Audit									\$4,326.00						\$4,326.00	
	8530	Membership Dues - Organization									\$3,163.00						\$3,163.00	
	8570	Advertising Expenses							\$1,000.00						\$400.00		\$1,400.00	
	8580	MCOE Indirect		\$605.00		\$6,154.00	\$2,064.00	\$668.00	\$2,433.00	\$26,999.30		\$887.00	\$2,989.00			\$2,906.00	\$45,705.30	
	8590	Other Expenses									\$1,000.00						\$1,000.00	
	Total for Other Expenses			\$605.00		\$6,154.00	\$2,064.00	\$668.00	\$3,433.00	\$26,999.30	\$8,489.00	\$887.00	\$2,989.00	\$0.00	\$400.00	\$2,906.00	\$55,594.30	
	TOTAL NONPERSONNEL EXPENSES			\$1,705.00	\$0.00	\$7,054.00	\$2,764.00	\$16,512.00	\$18,625.00	\$80,265.30	\$9,489.00	\$937.00	\$9,489.00	\$0.00	\$10,557.00	\$2,906.00	\$160,303.30	
	TOTAL EXPENSES			\$23,215.00	\$44,000.00	\$87,582.00	\$26,739.00	\$112,065.00	\$53,494.00	\$398,860.00	\$36,989.00	\$9,811.00	\$40,000.00	\$7,000.00	\$51,557.00	\$32,000.00	\$923,312.00	
Return to agenda																		
TOTAL NET INCOME				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.00)	(\$6,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,000.00)	\$0.00	(\$9,000.00)
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