



Regular Commission Meeting & Public Hearing

AGENDA

June 29, 2023, 2:00-4:30 p.m.

Bridgeport Indian Colony, 355 Sagebrush Drive, Bridgeport, CA
and
1631 NW 198th St, Shoreline, WA

- 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. Minutes** The Commission will consider approving Commission Meeting Minutes from the **April 19th, 2023** Commission meeting. **(ACTION)**
- 3. Safe Kids, Funded Program Presentation** First 5 Mono funds Safe Kids California, Mono Partners. Ana Danielson the Safe Kids Coordinator at the Mono County Office of Education will present annual progress to the Commission. **(INFORMATION)**
- 4. Commissioners** Staff will update the Commission on Commissioner appointments and recruitment.
 - a. **Robertson Reappointment:** a reappointment request for Commissioner Robertson has been submitted to the Mono County Board of Supervisors for a third term for the updated term of 5 years to end on May 1, 2028. **(INFORMATION)**
 - b. **Vacancy Posting:** Announcing the First 5 Mono Commission vacancy and seeking applications for the position, letters of interest are due on August 1st. **(INFORMATION)**
- 5. Childcare in Mammoth Lakes** Staff will present Childcare activity matrix as requested at the March 2022 meeting and seek Commission direction and discussion on continuing progress towards increasing childcare slots in Mammoth Lakes. **(INFORMATION)**
- 6. Contractual Agreements** Discussion and consideration of the following agreements. *The Commission shall first determine whether the subject matter of the proposed agreements are consistent with the Commission's strategic plan and fiscal plan. The Commission may then authorize the Director to sign and administer the agreements.*

Revenue

- a. **Quality Counts California Block Grant (QCC BG): California Department of Social Services and the Mono County Office of Education, from 7/1/2023-6/30/2024: up to \$26,055** for First 5 to implement the QCC BG through the Childcare Quality System. **(INFORMATION)**
- b. **Regional Home Visiting Coordination: First 5 California and First 5 Mono, from 7/1/2023-6/30/2025: up to \$709,566** for First 5 Mono to administer the regional Alpine, Inyo, and Mono allocation and conduct local Home Visiting Coordination and regional coordination. **(ACTION)**

Expenses

- c. **Safe Kids: Mono County Office of Education, from 7/1/2023-6/30/2026:** up to \$15,000 per year for a contract total of **\$45,000** to coordinate Safe Kids California Mono Partners and procure and distribute safety materials for children 0-5 living in Mono County to be funded by the First 5 California Small Population County Funding Augmentation. **(ACTION)**
- d. **Kindergarten Assessments: Mammoth Unified School District, from 8/1/2023-10/30/2025: up to** \$3,000 per year for a contract limit of **\$9,000** to conduct School Readiness assessments for incoming kindergartners to be funded by the First 5 California Small Population County Funding Augmentation. **(ACTION)**
- e. **Kindergarten Assessments: Eastern Sierra Unified School District, from 8/1/2023-10/30/2025: up to** \$2,000 per year for a contract limit of **\$6,000** to conduct School Readiness assessments for incoming kindergartners to be funded by the First 5 California Small Population County Funding Augmentation. **(ACTION)**
- f. **Childcare Quality System Stipend: Marine Corps Community Services, from 7/21/2023-6/30/2024: up to \$2,714.23** for completion of program requirements in fiscal year 2022-23 to be funded by First 5 California's IMPACT program and the California Department of Education's Preschool Development Grant-Renewal. **(ACTION)**
- g. **Regional Quality Counts California (QCC) Database: Hubbe, from 7/1/2023 to 6/30/2025 for up to** \$5,690 per year for a contract limit of **\$11,380** to provide a database to meet regional reporting requirements for QCC to be funded through First 5 California's Regional IMPACT Hub, to be funded through First 5 California Regional IMPACT funds and will not be signed until the grant award for those funds is received. **(ACTION)**
- h. **Jitasa fiscal services addendum, from 7/1/2023 until termination by First 5 for up to \$18,000** in additional costs per year to provide program-level budgeting services due to an increased volume of grants and budget complexity, to be funded through the Small Population County Funding Augmentation from First 5 California. **(ACTION)**

Partnership

- i. **Facilities Use Agreement: Town of Mammoth Lakes, from 2/15/2023-12/31/2023:** allows First 5 Mono to use the Town of Mammoth Lakes Community Center and Shady Rest Park for playgroups and events. **(ACTION)**

---open public hearing--

Mono County Children and Families Commission Meeting Agenda, Continued

7. **Parents as Teachers Affiliate Policies and Procedures** Staff will present and seek Commission adoption of the Parents as Teachers Affiliate Policies and Procedures for First 5 Mono, a PAT affiliate program requirement. **(ACTION)**
8. **First 5 California Annual Evaluation Report 2021-22** Opportunity for the public to comment on the Fiscal Year 2021-22 First 5 California Annual Report. Commission staff will provide an overview of the Annual Report. Reports are available for review at the Commission Office in Mammoth Lakes, 365 Sierra Park Road, Bldg. M, or by calling 760-924-7626. **(PUBLIC HEARING)**
9. **First 5 Mono Strategic Plan 2019-24** Opportunity for the public to comment on the First 5 Mono Strategic Plan, 2019-24. Commission staff will provide an overview of the Strategic Plan. Reports are available for review at the Commission Office in Mammoth Lakes, 365 Sierra Park Road, Bldg. M, or by calling 760-924-7626. **(PUBLIC HEARING)**
10. **Director Report** This information may be reported elsewhere on agenda. **(INFORMATION)**
- a. Board of Supervisors Contribution Request
 - b. MCOE Emergency Fund request
11. **Fiscal Items** Staff will present the following fiscal items for Commission consideration.
- a. 2022-23 Budget Update: to include Board of Supervisors' allocated stipend funds for childcare and education providers who participated in the Childcare Quality System. **(ACTION)**
 - b. 2022-23 Five Year Fiscal Plan **(ACTION)**
 - c. Proposed 2023-24 Budget **(ACTION)**
12. **Commission Operations 2023-24** Staff will present the following operation items for Commission consideration.
- a. Commission meeting schedule. **(ACTION)**
 - b. Officer elections for the following positions: Chair, Vice-Chair, and Secretary. **(ACTION)**
- close public hearing----
13. **Strategic Plan Adoption** The Commission will consider adopting the 2019-24 Strategic Plan **(ACTION)**
14. **Program Updates** Staff will report on the following Commission programs. **(INFORMATION)**
- a. Childcare Quality System
 - b. Home Visiting
 - c. Family Behavioral Health—Peapod Playgroups
 - d. School Readiness
 - e. Community Development Block Grant
15. **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)**

Next Commission Meeting:

Mono County Children and Families Commission Meeting Agenda, Continued

TBD early July, 2023 pending the release of the IMPACT GAN from First 5 California, 2:00 p.m. – 4:30 p.m., Mono County Office of Education Conference Room, 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).

**Mono County
First 5 Meeting
Wednesday, April 19, 2023
2:00 pm**

COMMISSIONERS PRESENT

Bob Gardner
Janice Mendez
Michelle Raust
Patricia Robertson

COMMISSIONERS ABSENT

Caryn Slack
Stacey Adler

STAFF PRESENT

Molly DesBaillets

PUBLIC PRESENT

Christopher Platt

CALL TO ORDER/ESTABLISH QUORUM

MOTION: Mr. Gardner called the meeting to order at 2:00 pm, noting that a quorum had been met with four members present.

1. PUBLIC COMMENT

There was no public comment.

2. APPROVAL OF MEETING MINUTES

MOTION: Commissioner Sherman **MOVED** to approve December 15, 2022, and January 2, 2022, meeting minutes. The **MOTION** was **SECONDED** by Commissioner Raust and **PASSED** by unanimous consent.

3. COMMISSIONER COLLINS RESIGNATION -- Mr. Gardner informed the Board that Dr. Kristin Collins has resigned from the Commission, due to family commitments. Ms. DesBaillets informed the Board that Dr. Collins has suggested Dr. Ruberman take over. Discussion is still under process.

4. FUNDED PROGRAM PRESENTATION –

a. CHRISTOPHER PLATT (County Librarian – Raising a Reader)

Mr. Platt informed the Board that Carissa Devine and Chalese Miller are not present this evening due to prior commitments. Mr. Platt extended his appreciation towards Ms. DesBaillets for convening the stakeholder group.

Mr. Platt shared about the Raising a Reader program. Currently having ten preschool affiliate sites around the county (New Recruit – 1; Returning affiliate – 1; Individual participants- 8). During the kickoff earlier of the fiscal year, there were six new participant signups. In 2019, there were about 13 non library sites, and for this year there are only 8 sites, which has been a challenge.

2023 kick off for Raising a Reader in the fall, a rebranding was created to get some excitement with a new mascot (Yeti) that went around and visiting families, preschool and daycare providers. This initiative got stymied by weather and illnesses on staff and place of visitation.

Some of the challenges that can arise are:

- Mammoth: Lost the hospital group Lupins.
- North County staffing with the daycares is still an issue.
- MCO inclusive is slowly getting back on its feet.
- Etelvina, a long-time participant, has dropped off during the year.
- The Mammoth day cares have space restrictions.
- Crowley dropped with the day care.
- Transitional Kindergarten kids are going into the schools rather than being in a preschool or a daycare. Raising a Reader program is designed to prep kids for kindergarten. The issue that arises is how to reach kids that are near to the graduating class who suddenly exit the daycare and are in school. The resource issue that has arisen is to reach more places for the same number of kids.
- The June Lake, Mammoth, and Coleville sites still have red bags in the libraries.
- Coordinated a big rebranding kickoff plan at the beginning of November in Mammoth and due to weather and other things, the event was divided into three separate programs that turned out to be a success but not as big for visibility.

Mr. Platt shared with the Board that Raising a Reader should be recognized for the year and to reach all the constituents it needs to reach for the expenses that is being pushed into it. Mr. Platt shared about giving the rebranding of the program another chance which would also sync up with the other programs that the library handles in reaching out to the constituents around the summer reading, and the partnership with First 5 and Mono Safe Kids, which is a county-wide Wee Connect project that would refresh the library spaces for young people. The ASQ screening would be available at the seven libraries, that would be facilitated by the librarian. The partnership with Safe Kids allows people to pick up car seats/helmets/boosters, which is a county wide initiative. The start of the Itty-Bitty Program (Fridays) at the Mammoth Lake Library. Itty-Bitty is a pre toddler program for new parents and caregivers. The partnership with First 5 would help in bringing this program every week or every other week to the community.

The Board discussed Leap Frog educational toys versus physical books and the huge difference in learning with those two modalities. It is important for caregivers of children to have that shared attention time with the book. The caregivers need to maintain a balance while dealing with different modules.

The Board inquired if there is an information sheet that is available to home providers explaining the Raising a Reader program; Ms. DesBaillets stated that Chalese (Early Literacy Coordinator) contacts all sites each year for participation at various workshops. The library funds the story time and First 5 funds the book bags and staff time for rotation.

b. SAFE KIDS

Ms. DesBaillets informed the Board that Anna was sick and would be present at the June meeting. Anna has been busy with distribution of helmets and car seats at all the library sites. MCOE that offers the service, has requested that the budget for next year to be doubled due to a staffing cost increase and materials from the library are going off the shelves. Currently the budget is \$7,000, and the request from MCOE is at \$14,000.

Currently the people at the library are just handing out the car seats and not installing them. Anna has organized a car seat tech training in Mammoth over the summer. Seven people have signed up for this 40-hour training session.

5. CONTRACTUAL AGREEMENTS

Ms. DesBaillets updated the Board on the proposed agreements:

- A. Grant of \$1,525,420 through the public health department to provide home visiting. It's a six-year grant, which includes this year (\$25,000), and about \$300,000 a year for the subsequent five years.
- B. The grant award notification has been updated to \$262,745, since the previous version did not match the approved budget.
- C. Partnerships (to be tabled until the next meeting). The County Counsel had some concerns about that agreement and who would be responsible for the liability. The liability should not fall on First 5 completely. Awaiting the amended document.
- D. First 5 California has requested the Commission to know about the application for home visiting coordination funds or regional home visiting coordination funds. Commission approval is required before the signing of the application.
 - Ms. DesBaillets stated that the plan for across First 5s in the region of Alpine, Inyo, and Mono, is to translate a book into all the local native languages and pay tribal language leaders to do that translation work. The plan is to have the ASQ screening regional, and it would be from the staff time from each county depending on the budget.

Mr. Gardner extended his support for any initiatives at First 5 Mono.

MOTION: Commissioner Robertson **MOVED** to approve A, B and D agreements. The **MOTION** was **SECONDED** by Commissioner Mendez and **PASSED** by unanimous consent.

6. PUBLIC HEARING

1. 21-22 Evaluation:

Ms. DesBaillets informed the Board that the Evaluation Report is in the Board packet. There were some minor changes made to the report since the last Commission meeting. Ms. DesBaillets gave an overview of the report. The three goal areas are family functioning, child development and child health. The report also shows how many children and caregivers were served through each of the programs, and what the cost was to the commission. The graph shows Safe Kids has touched 26%, and the Peapod groups was the least amount of families reached. The goal is to reach all communities across the county equally. Topaz and Walker have the least amount of participation compared to the proportion of kindergartners in the area.

The graph shows the ethnicity of children served in Home Visiting and shows a higher proportion of Hispanic children were served when compared to the County's child population and in 2023 there is also a higher proportion of Native American children served through Home Visiting than the proportion in the County. Data shows that there were less children living in poverty, unemployment rates have declined but child maltreatment allegations have risen.

The Board discussed alternatives of providing data prior to the publication for the next year in order to have substantiated claims instead of allegations.

The graph shows a rise of Hispanic kids living in poverty; 10 times more Hispanic children living in poverty compared to whites. This has been a concern. The 2020 census participation by the Hispanic community was low. Child maltreatment allegations have risen 73% in Mono County versus 46% in the state, the allegations are different than substantiated cases. There has been a fluctuation between the different age ranges that are being served and a fluctuation between white and Latino children.

Ms. DesBaillets shared about fewer infants being enrolled for home visits, reasons being decline in birth or babies birthed out of County. Mr. Gardner stated that the county public health gets a copy of every birth certificate with names and ethics. The idea of sending a brochure to every single birth would be a step in the right direction.

Ms. DesBaillets talked about the various supported programs, home visiting programs and the Peapod families. About 117 children are being served (\$400,000 a

year, the per family cost is \$3,700 per child.). Children, age zero to one went down significantly from 18-19 due to COVID. Ages zero to five remains static.

Developmental screenings were conducted countywide (40%). With the new partnership with the library and social services, the goal would be that every child gets a developmental screening every year.

Statistics from Mammoth hospital indicate 90% of one-month olds were breastfed. And three/four children had a body mass index within the expected range which has gone down.

The childcare providers participated in ratings that were rolled out about five years ago. Currently most of the providers don't feel like it's worth it since it doesn't help in the enrollment and thus choose not to be rated.

Ms. DesBaillets informed the Board that there is an extra document after the evaluation report. This document contains extra information that shows the description of the colored dots and how that compares to the state and nation. This information would help during the strategic planning for next year.

Page 22 shows how many children and providers were served from the childcare quality system and page 23, shows the decline of preschool and an uptick in the licensed care servers. The two failed job carriers in Mammoth (2022) and the decline of learning with the preschoolers.

Page 24 shows the evaluation conducted at the beginning of the year (readiness survey) that the kindergarten teachers fill out. One of the questions does inquire if the child had participated in formal early learning. The data shows about 60% of the kids participated in formal early learning.

Page 26 is about obtaining a child development permit, which is the goal for education for childcare providers to have a permit. Page 27 shows the ASQ developmental screenings from the childcare providers/home visiting program. 83 kids were screened at their childcare settings, 66% of children in licensed care. The challenge is for providers to get parents cooperation at the screenings. The developmental screening data does not reflect the data from the Mammoth pediatricians screening that is conducted at 9 and 18 months.

The family behavioral health indicators are good and Peapod Playgroups are doing well. Currently enrollment has started at Mammoth. It is a 10 family cohort for 10 weeks, and then it reopens to a new set of families.

Page 36 shows the Roundup participation, in 2022 the participation was 94%. Page 37 shows data for school readiness, in 2021-2022 (52% school readiness at the Children's Summit). The kindergarten observation forum has three domains for

consideration (academics, social expression and social regulation). A child's readiness is based only on the academics and not on the other two parameters). When counting all three, the readiness rates are 30% and if only counting academics, it's 52% of readiness. The Board discussed and decided that it is better to track all three parameters of a child.

The dental camp conducted by the UCLA school of dentistry accommodates 90% for elementary schools. The plan is to move the oral health work to the health department. Oral health checks at the Mammoth Elementary School round up, appreciation to the health department and First 5 is going to get oral health outreach coordinator Claudia from Sierra Park dental to go and do those checks to support the round up oral health checks. The incoming kindergarten oral health assessment form at the elementary schools are not being entered into the database.

7. CHILDCARE

Ms. DesBaillets stated that the Children's Summit Group and First 5 Commission Childcare Committee (Commissioners Raust, Adler, and Gardner) continue to meet. The discussion was focused on the ordinance draft and trying to analyze the use of County funds to support childcare in the easiest way. The suggestion is for a simple proposal, that stipends the same amount for all providers across the County and funding for parents that cannot afford childcare. The proposal is to have First 5 distribute the funds without creating a whole new initiative.

The MCOE Alternative Payment Program update is to be tabled until more information has been received. This program helps in getting funds from the state to pay for childcare for families that cannot afford it. The plan is to draft a memo to request funds for those stipends to the Board of Supervisors.

Provider Appreciation Day is scheduled for May 12, 2023, followed by an appreciation dinner and there would be distribution of stipends to the providers.

Ms. DesBaillets shared with the Board the parameters (Federal poverty level) for families to receive childcare funding from alternative payment, which is based on a family income.

8. PROGRAM UPDATES

Provider appreciation dinner

Home Visiting: new database

Oral Health already covered, off boarding to Health Dept.

Round Ups happening this week

CDBG waiting for RFA, hoping to apply with MCOE under the Town of Mammoth Lakes

9. **BUDGET**

- a. Ms. DesBaillets stated that the year-to-date budget is on track.
- b. The report (red figures are the ones that are updated, the grayscale is the updated column, and the white is the current budget. There are no changes requested if there isn't a gray background. Public health funds for home visiting are added for the year and adding some funds back into oral health for the provider to be able to go to the round up. Revenue for school readiness to be received from MCOE, from some of their programs to support advertising, which is also an increased budget. The requirement to double run all the roundup ads because it got canceled and rescheduled. The ability to reallocate some of the prop 10 to support childcare quality system funding stream, due to an earlier deficit.

MOTION: Commissioner Raust **MOVED** to approve the budget update. The **MOTION** was **SECONDED** by Commissioner Mendez and **PASSED** by unanimous consent.

10. **DIRECTOR'S REPORT**

Ms. DesBaillets reminded the Board to submit Form 700. There is a plan to share the home visiting information with the Chamber and to start advertising in the newsletter. Ms. DesBaillets informed the Board that she and one of the playgroup leaders and home visitors would be attending the California Association for the Education Young Children Conference on April 20, 2023 (Santa Clara). Ms. DesBaillets talked about the goal of having a press release every quarter and the opportunity to attend one on childcare. Safe Kids Coordinator has requested for doubling of the budget

11. **COMMISSIONER REPORTS**

Commissioner Robertson informed the Board that 10 households were displaced from an affordable housing complex in the town of Mammoth Lakes on March 17, 2023. They got back into their homes on April 18, 2023. The residents were living in hotels with an average expenditure of \$3,500 per family. These households included 14 children under the age of 18 and one household with children under age 5. The amount of \$20,000 was secured for those households through the Community Foundation to help with the emergency expenses (gas, food and hotels). The town just approved \$100,000 for anybody else who's displaced within the town limits for structural damage. This grant would expire at the end of June. Homes that are red tagged would get the support for accommodation. Maverick's housing has funds that work throughout the county for rehabilitation. Any damage to homes, there is a rehabilitation loan available at a very low reasonable interest rate.

Commissioner Raust informed the Board that County Board of Supervisors has voted to consolidate departments. Social Services and Public Health would come under one umbrella. Kathy Peterson was appointed director for both. There are discussions on the restructuring. Good opportunities to arise around dental and other outreach programs. Family First Prevention Services Act grant, working on a contract with Wild Iris to provide supervised visitation for high conflict families where parents don't get along and their kids.

Commissioner Mendez shared with the Board the statement regarding one displaced family due to flooding in their home, the family have been in a motel for the last three weeks. The plan is to get it finished within the next couple of weeks. Due to power outage the store has lost a lot of perishables. Have received the emergency grant from the state for \$100,000 that would help in stocking up on generators, dry goods and a lot of emergency supplies for the people on the reservation. Earth Day is scheduled for April 21, 2023, and other activities have been planned for the community.

12. ADOPTIONS

MOTION: Commissioner Robertson **MOVED** to approve the Evaluation Report. The **MOTION** was **SECONDED** by Commissioner Mendez and **PASSED** by unanimous consent.

13. CLOSED SESSION: PUBLIC EMPLOYMENT

No reportable action.

ESTABLISHMENT OF THE NEXT BOARD MEETING: June 21, 2023

ADJOURNMENT

Mr. Gardner adjourned the meeting at 3:45 pm.

Respectfully Submitted by: Minutes Services



A First 5 Commissioner Needed to Help Shape the Lives of Local Children and Their Families

The First 5 Mono County Commission is seeking to fill a membership vacancy. Priority areas of the Commission include improving the health, development and school readiness of children ages 0 to 5.

Candidates who fall within any of the following categories are encouraged to apply:

- **Persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services and tobacco and other substance abuse prevention and treatment services.**
- **Recipients of project services included in the county strategic plan.**
- **Representatives of a local child care resource or referral agencies or a local child care coordinating group.**
- **Representatives of local organizations for prevention or early intervention for families at risk.**
- **Representatives of community-based organizations that have the goal of promoting or nurturing early childhood development.**
- **Representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.**

If you are interested in being a part of the First 5 Mono County Commission, please send a letter of interest by **5 pm on February 12, 2021**, to First 5 Mono County, PO Box 130, Mammoth Lakes, CA 93546 or to Molly DesBaillets, the First 5 Executive Director at: mdesbaillets@monocoe.org.

For more information, call the First 5 Office at 760-924-7626, or visit www.monokids.org.

Mono County Childcare Activities and Needs Matrix, Summer 2023

First 5 Mono, updates since Spring in bold

Agency	Activity	Role & outcome
First 5 Mono	Support MCOE to access funding for food service. Seek to understand MCOE funding challenges to ensure preschool funding is robust.	Learn from ESUSD how food service in Bridgeport works, begin to learn how to apply for State funding for a food program. Learned how ESUSD provides food service, began conversation with a funder, application development planned for summer.
	Spring 2022 applied for CSPP Expansion Grant, Early Educator Teacher Development Grant in partnership with MCOE	grant writing, awarded & fully funded
	Spring 2022 sought Child Care Council support for CDBG application in the Town of Mammoth Lakes	grant writing. Request submitted to the Council, was not able to not meet a quorum to discuss support prior to the Public Hearing. Meet with Dan Holler Town 4.21.22: learned Town is using own funds for planning, plans were presented to the Commission at the 6.14.2022 meeting
	Press releases	drafted release at the request of the First 5 Commission, worked with Mono County Communications contractor Justin Capruso. Resulted in articles in the Mammoth Times (& El Sol (11.10.2022). Second release 3.24.2023 Cost of Care
	Drafted County Ordinance to financially support wage increases for providers and fee support for families	drafted policy at the request of the First 5 Mono Commission based on San Francisco's to support the child care industry in Mono County. First 5 Commission tabled to request more information about existing supports. As a result of the Childrens' Summit Workgroup seeking to address identified issues, submitted a request with MCOE to the Board of Supervisors for \$50,000 to fund stipends for individual child care providers who participated in the Childcare Quality System--funds were awarded and will be distributed ASAP.
	Worked with the Regional Hub to create a policy platform	partnered with Inyo and Alpine to create a policy platform for the region in support of the childcare industry. First 5 Mono asked to learn the plan for gaining support across the region, tabled to a future meeting, ICOE and F5 Alpine brought to Board & Commission and did not gain support. No longer being pursued, will remain the adopted policy platform of the IMPACT Hub Region of Alpine, Inyo, and Mono.
	Winter 2022 applied for CCTR funds to cover the cost of infant and toddler care for income-qualifying families in partnership with MCOE.	grant writing, funds not awarded due to MCOE's provisional status with DSS because this is their first year of contracting with DSS.
MCOE	Took over 3 preschool rooms from IMACA	operation
	apply for Resource & Referral and Alternative Payment Program Grants	application & implementation, grants awarded, in operation
	Talking with the Town about a new facility	discussion partner, hoped implementation
	Provide care at the Parcel	interior construction & operation of 3 classrooms. Hiring and accepting contact information for families interested in services. Opening planned for Fall 2023
	Partnered with First 5 Mono on CCTR application	grant writing, implementation if funds are awarded. Not awarded, MCOE did not meet the application criterion
Mono County	Partner with First 5 & ESUSD on CDBG grant for Child Care	fiscal agent
Mammoth Hospital	Open childcare facility with 22 slots	implementation, in operation
Town of Mammoth	plan for childcare	continued planning

Mono County Childcare Activities and Needs Matrix, Summer 2023
First 5 Mono, updates since Spring in bold

Slot impact				
Activity	Partners	Notes	Slot impact	
Funding Applications	Mono County, MCOE, First 5 Mono, Eastern Sierra & Mammoth Unified School Districts	Awarded: CSPP Expansion for parcel slots & full day programs across the County (full day only utilized in Mammoth due to staffing shortages) and Early Educator Development Grants. Planned for 2023: CDBG: operations (Bridgeport) and planning (Walker), TOML not interested in accessing CDBG planning funds, already conducting planning, perhaps CDBG operations in Mammoth with MCOE; DSS Facilities Grant [upon release, TOML & MCOE did not qualify to apply]; CCTR for infant and Toddler slots at the Parcel, not awarded due to MCOE provisional status with DSS. MCOE potentially interested in F5 support to apply for CDBG operation funding through the TOML for the Parcel site.	20 projected, 53 expanded	
Operation of State Preschools	MCOE, Eastern Sierra Unified School District	Continuing operations in the face of IMACA's decision to end preschool operations is only possible due to significant efforts on the part of MCOE.	53 sustained	
Facility Opening	Mammoth Hospital	Opened a new facility at the Lutheran Church, enrollment limited to children of Mammoth Hospital employees	22 added	
Mammoth Lakes Only				
Facilities Additions and Plans				
Location	Parties involved	Description	Number of additional slots	
Concept Facility	MCOE, TOML	TOML & MCOE have renewed discussions about an additional facility in the TOML. The Town presented plan at the 6.16.2022 Commission meeting.	100	
Parcel	MCOE, TOML	TOML will construct the shell, MCOE will complete the interior and operate the multiple classrooms, one of which will replace the current Mammoth Lakes State Preschool on the High school campus	20	
Mammoth Hospital	Mammoth Hospital	Mammoth Hospital (MH) By 2026, 30 slot on-site childcare facility, 8 more slots than the current facility at the Lutheran Church. MH is currently working with an architect.	8	
	Increase in Mammoth Lakes if all plans are actualized		128	
Needs Assessment (number of slots needed to fill the gap between what is available and what the need is)				
Report	Population Data source	2022	2027*	Remaining need in 2027 if plans are actualized
Mono County Childcare Council 2022-23 Zip code priorities	2018 American Community Survey (Census)	365	238	110
Mono County Childcare Council 2022 Needs Assessment	California Department of Finance	190	20	-72
First 5 Mono	2014-19 Kindergarten average	209	82	-46
*2027 projections omit 4 year olds. The Needs Assessment is the only source that used 2027 population change projections which project a decrease in the 0-5 population.				

Grant Award Notification

GRANTEE NAME AND ADDRESS Mono County Office of Education 365 Sierra Park Road, Building M Mammoth Lakes, CA 93546		CDSS GRANT NUMBER: FGRT-23-GAN-CCD-QCC-030				
		FY	PCA			
		23/24	24130 24092			
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					9990	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$20,062.35 \$5,992.65		\$26,055.00		07/01/2023	06/30/2024
CFDA Number	Award Number	Federal Grant Name			Federal Agency	
93.575	2334CACDD 2434CACDD	Child Care and Development Block Grant			U.S. Department of Health and Human Services	
<p>The California Department of Social Services (CDSS) is pleased to inform that your agency has been funded for the fiscal year 2023-2024 Quality Counts California (QCC) Block Grant. 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 three-page, signed Grant Award Notification (AO-400) electronically via email to: Kim Taniguchi, Child Development Consultant Child Care and Development Division California Department of Social Services QCC@dss.ca.gov</p>						
California Department of Social Services Contact				Job Title		
Kim Taniguchi				Child Development Consultant		
E-mail Address					Telephone	
QCC@dss.ca.gov					(916) 651-8865	
Signature of the Deputy Director, Child Care and Development Division					Date	
Lupe Jaime-Mileham, Ed.D					4/11/23	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<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>						
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.
 - 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 shall retain a copy of the General Assurances for record and audit purposes, which can be obtained at the [CDSS Funding Tools and Materials web page](#).
3. All Grantees will work to increase their consortium's QCC site participation using locally determined targets and ensuring QCC site participation includes development of site-level Quality Improvement Plans and ensure participation in the California Early Care and Education Workforce Registry.
4. 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 meet the local needs.
5. 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.

Fiscal Requirements:

1. 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 CDSS. Any consortium receiving QCC Block Grant funds is required to use the funds only for the intended purposes of this grant.
2. Grantees must adhere to the Financial Management Requirements set forth in 45 Code of Federal Regulations 75.
3. Grantees must obtain and submit to CDSS their true and correct Unique Entity Identifier (UEI) as set forth in 2 Code of Federal Regulations Part 25.
4. Upon receipt of the signed Grant Award Notification and when the budget funds are accessible to CDSS, twenty percent of the grant award will be distributed. Upon approval of quarterly reports, reimbursement will be made for expenditures that exceed the initial allotment. Reimbursement payments for allowable expenditures will be prepared upon receipt and approval of the reimbursement invoice.
5. Grantees must maintain accurate fiscal data in accordance with generally accepted accounting principles and standards for governmental entities, and report actual expenditures by category.

6. Grantees must maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the grant (e.g., invoices, receipts, agreements).
7. 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 July or as indicated by the QCC Reporting Portal.
8. Payments will be remitted to the following address:

BOX 495
BRIDGEPORT, CA 93517

Per the State Administrative Manual, [Section 8422.204](#), when a payment is to be made to a county, or an agency or office of a county, the payment will be made to the County Treasurer. This requirement is inclusive of County Offices of Education, Superintendents of Schools, First 5s, and school districts. Please notify your County Treasurer of this upcoming grant and that payments should be sent to your entity.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND THE MONO
COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding (MOU) is between The Mono County Children and Families Commission (First 5) and the Mono County Office of Education (MCOE), the latter of which, is the lead agency of Safe Kids California Mono Partners (SKC Mono Partners).

SKC Mono Partners is operating as a partner of Safe Kids California (SKC), a member of Safe Kids Worldwide (SKW), in conducting child injury prevention activities and education consistent with the principles of SKW. The mutual goal of these organizations is the prevention of unintentional injuries to children aged 1-19 years.

It is expressly understood and agreed upon by both parties to this agreement that the purpose of this MOU is to set the terms for funding in the total amount of fifteen thousand dollars (\$15,000) per year with a grant total of forty-five thousand dollars (\$45,00) from First 5 to MCOE to both supplement the salary paid to the Safe Kids Coordinator (Coordinator) of SKC Mono Partners as well as to provide for the purchase of car seats and bike helmets as outlined below.

NOW, THEREFORE, FIRST 5 AND MCOE AGREE AS FOLLOWS:

1. In consideration of the promises made by MCOE, and subject to the terms of this MOU, First 5 agrees to pay up to a total of \$15,000 to MCOE based on annual invoices with the understanding that this portion of funding will be exclusively used to supplement up to 12 hours of the Coordinator's monthly salary.
2. MCOE agrees to use the \$11,000 provided by First 5 to supplement the necessary portion of the Coordinator's monthly salary and, accordingly, that the Coordinator will adhere to all the duties and responsibilities outlined in Attachment A.
3. Additionally, \$4,000 will be given to the Coordinator to be used to buy car seats and bike helmets and other safety items with written First 5 Executive Director approval prior to purchase for children birth to five years old to be dispersed at Safe Kids events, and, if there are extra, through Safe Kids California Mono Partners member sites. This money may also be used to cover the costs associated with training specified individuals, who may subsequently train other specified individuals, on the proper methods of installing the car seats.
4. The Coordinator shall be an employee of MCOE, as the lead agency of SKC Mono Partners, and not an employee or contractor of First 5. As such, MCOE shall be responsible for all employment and personnel related matters and, in accordance with Attachment A, ensure that the Coordinator dedicates at least 15 business hours per month to child injury prevention activities.

5. MCOE shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by MCOE, or its agents, officers, or employees. MCOE's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. MCOE'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 MCOE, 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.

MCOE's obligation under this paragraph shall survive any termination or expiration of this Agreement.

6. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.
7. 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, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
8. This MOU may be amended only by a writing signed by authorized representatives of the organizations mentioned herein.
9. This MOU shall be effective from July 1, 2023 until June 30, 2026.

10. This MOU shall be administered on behalf of the two organizations by the following persons, their designees or successors in same positions should incumbents change, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760.924.7626

Mono County Office of Education:

Stacey Adler, Superintendent of Schools
451 Sierra Park Road
P.O. Box 130
Mammoth Lakes, CA 93546
760.934.0031

By the signatures of their authorized representatives appearing below, First 5 Mono County and the Mono County Office of Education agree to perform and abide by the terms of this MOU.

First 5 Mono County:

By:
Dated: _____

Mono County Office of Education

By:
Dated: _____

APPROVED AS TO FORM:
County Counsel

By:
Dated: _____

APPROVED FOR RISK MANAGEMENT:

By:
Dated: _____

APPENDIX A

Page 1 of 4



Regional Technical Assistance for Home Visiting Coordination and Integration Grant Award Notice			
GRANTEE NAME AND ADDRESS First 5 Mono County PO BOX 130 Mammoth Lakes, CA 93514			Grant Agreement Number GAN HV 2023- 6
Attention Molly DesBaillets			Date 6/14/2023
Website First5mono.org			
Telephone 760-924-7626			
GRANT DETAILS	Grant Award Amount	Grant Award Start Date	Grant Award End Date
	\$709,566.00	07/01/2023	06/30/2025
<p>First 5 California hereby informs the grantee that the above agency has been funded for the Regional Technical Assistance for Home Visiting Coordination and Integration grant. By signing this Grant Award Notice, the grantee agrees to comply with the terms and conditions set forth in the Request for Application GAN HV 2023 and all associated attachments, exhibits, and samples.</p> <p>The Grant Award Notice is made contingent upon the availability of funds. The grantee understands that if sufficient funds are not available due to a decrease in cigarette tobacco tax revenues, it may affect their award amount.</p> <p>In the event of any inconsistency between the articles, attachments, specifications, or assurances which constitute this Grant Agreement, the following order of precedence shall apply:</p> <ol style="list-style-type: none"> 1. This Grant Agreement 2. Request for Application No. GAN HV 2023 (HV-RTA RFA) 3. Application response to Request for Application No. GAN HV 2023 <p>Please return the signed Grant Award Notice via email <u>within 5 business days</u> to:</p> <p>First 5 California Attn: Jennaya Ramirez the First 5 California Grant Representative identified below.</p>			
First 5 California Grant Representative Jennaya Ramirez		Title Child Health and Welfare Specialist	
E-mail Address jramirez@ccfc.ca.gov			Telephone 916-263-0666
Signature of the First 5 California Delegated Authority and Title or Designee			
▶			Date
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<p>I, as the Authorized Agent, certify that the amount requested is for actual and allowable expenditures incurred for these activities in accordance with this Grant Agreement, and that I am authorized to request this amount on behalf of First 5 Mono.</p>			
Printed Name of Authorized Agent		Title	
E-mail Address			Telephone
Signature of the Authorized Agent and Title			

APPENDIX A

Page 2 of 4



					Date
F5CA Fiscal Services Office Use Only					
Fund Title	Item	FY	Chapter	Statute	Projected Expenditures
Education (68.28%)	4250-601-0634	2023-24	Prop 10	1998	242,238.95
Research & Development (31.72%)	4250-601-0637	2023-24	Prop 10	1998	112,544.05
Education (68.28%)	4250-601-0634	2024-25	Prop 10	1998	242,238.95
Research & Development (31.72%)	4250-601-0637	2024-25	Prop 10	1998	112,544.05
TOTAL					709,566.00
Funding History	Term From	Term Through	Total Cost of This Transaction		
Original					
Amendment 1					
Amendment 2					

Brief Description- Regional Technical Assistance for Home Visiting Coordination and Integration (HV-RTA)

In October 2019, the F5CA State Commission (Commission) approved up to \$24 million in funding for five years through Fiscal Year 2024–2025 to help counties create a sustainable, unified system that supports families with the home visiting services they need and maximize available funding to serve more families. This catalytic funding is meant to promote increased coordination and collaboration and is expected to yield significant systems changes. Between 2020 and 2022, 50 counties received approximately \$9 million of funding to develop or strengthen a cross-agency, cross-system understanding of the role home visiting plays in supporting family well-being, increase access to culturally and linguistically responsive home visiting, and integrate home visiting into other child- and family-serving systems. This RFA continues and expands that work.

The purpose of this grant is to empower counties to continue their work creating a sustainable, unified system that supports families with the home visiting services to support family well-being and maximize available funding to serve more families.

The RFA also works to promote group, individual, and peer-to-peer technical assistance to help counties continue strengthening a range of systems coordination and integration activities, highlight lived-experience in policies and program decisions, and address inequities. The Grantee must serve all local counties within the region interested in carrying out HVC activities during the term of the grant.

Grant Award Notice Fiscal Details:

- The grantee will submit invoices quarterly through the F5CA Data Hub Portal at <https://apps.ccfc.ca.gov/datahub/> within a three-week reporting window following the end of each reporting period. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted in advance of the closure of the reporting window in writing) will be required to wait until the next subsequent reporting period.
- Work plan/scope of work, budget request form, and budget narrative revisions are required when activities, milestones, dates, deliverables, and/or budgets change.
- Records substantiating state funds disbursed by F5CA to the grantee are subject to monitoring, examination, and audit by F5CA or its designee, or the State Auditor, throughout the period of the Grant and up to seven (7) years, or local policy retention period (whichever is greater) after final payment of grant expenditures.
- The grantee agrees to follow any state law relating to this grant and will meet all fiscal and auditing standards required by F5CA.
- Any grantee receiving funds is required to use the funds only for the intended purposes of this grant.
- The Agreement will be valid and enforceable only if sufficient funds are available in the appropriate account of the F5CA Children and Families Trust Fund with which to carry out the purposes of the grant.
- The Contractor understands and agrees that the Agreement is subject to the condition that sufficient funds are available in the appropriate account of the F5CA Children and Families Trust Fund. If sufficient funds are not available in the appropriate account of the F5CA Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, or restrictions, limitations, transfers, reductions, or conditions enacted by the Legislature, the grant shall be invalid and of no further force and effect.

Invoices shall be submitted quarterly, as follows:

FY 2023–24

- Quarter 1 due October 31, 2023, for the period July 1 – September 30, 2023
- Quarter 2 due January 31, 2024, for the period October 1 – December 31, 2023
- Quarter 3 due April 30, 2024, for the period January 1 – March 30, 2024
- Quarter 4 due July 31, 2024, for the period April 1 – June 30, 2024

FY 2024–25

- Quarter 1 due October 31, 2024, for the period July 1 – September 30, 2024
- Quarter 2 due January 31, 2025, for the period October 1 – December 31, 2024
- Quarter 3 due April 30, 2025, for the period January 1 – March 30, 2025

APPENDIX A

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- Quarter 4 due July 31, 2025, for the period April 1 – June 30, 2025

Deliverables

1. Updated HV-RTA Plan (Task 4)

- By July 31, 2023, and July 31, 2024
- In conjunction with Budget Change Requests

2. APR (Task 4)

- By July 31, 2024, for the period July 1, 2023, through June 30,2024
- June 30, 2025, for the period July 1, 2024, through June 30,2025

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND THE
MONO COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding (MOU) is between The Mono County Children and Families Commission (First 5) and the Mono County Office of Education (MCOE), the latter of which, is the lead agency of Safe Kids California Mono Partners (SKC Mono Partners).

SKC Mono Partners is operating as a partner of Safe Kids California (SKC), a member of Safe Kids Worldwide (SKW), in conducting child injury prevention activities and education consistent with the principles of SKW. The mutual goal of these organizations is the prevention of unintentional injuries to children aged 1-19 years.

It is expressly understood and agreed upon by both parties to this agreement that the purpose of this MOU is to set the terms for funding in the total amount of fifteen thousand dollars (\$15,000) per year with a grant total of forty-five thousand dollars (\$45,00) over a three year period from First 5 to MCOE to both supplement the salary paid to the Safe Kids Coordinator (Coordinator) of SKC Mono Partners as well as to provide for the purchase of car seats and bike helmets as outlined below.

NOW, THEREFORE, FIRST 5 AND MCOE AGREE AS FOLLOWS:

1. In consideration of the promises made by MCOE, and subject to the terms of this MOU, First 5 agrees to pay up to a total of \$15,000 to MCOE based on annual invoices and allocated according to Paragraphs 2 and 3 below..
2. MCOE agrees to use the \$11,000 of the \$15,000 provided by First 5 to supplement the necessary portion of the Coordinator's monthly salary and, accordingly, that the Coordinator will adhere to all the duties and responsibilities outlined in Attachment A.
3. Additionally, \$4,000 of the \$15,000 will be given to the Coordinator to be used to buy car seats and bike helmets for children birth to five years old to be dispersed at Safe Kids events, and, if there are extra, through Safe Kids California Mono Partners member sites. This money may also be used to cover the costs associated with training specified individuals, who may subsequently train other specified individuals, on the proper methods of installing the car seats.
4. The Coordinator shall be an employee of MCOE, as the lead agency of SKC Mono Partners, and not an employee or contractor of First 5. As such, MCOE shall be responsible for all employment and personnel related matters and, in accordance with Attachment A, ensure that the Coordinator dedicates at least 15 business hours per month to child injury prevention activities.
5. MCOE shall defend, indemnify, and hold harmless First 5, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting

from or in connection with, the performance of this Agreement by MCOE, or its agents, officers, or employees. MCOE's obligation to defend, indemnify, and hold First 5, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. MCOE'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 MCOE, 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.

MCOE's obligation under this paragraph shall survive any termination or expiration of this Agreement.

6. MCOE shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by MCOE under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by MCOE under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, MCOE shall provide First 5: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to First 5, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to First 5.
7. Any deductibles or self-insured retentions must be declared and approved by First 5. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to First 5, its officials, officers, employees, and volunteers; or MCOE shall provide evidence satisfactory to First 5 guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to First 5 as an additional insured.
8. This MOU may be amended only by a writing signed by authorized representatives of the organizations mentioned herein.
9. This MOU shall be effective from July 1, 2023 until June 30, 2026.
10. This MOU shall be administered on behalf of the two organizations by the following persons, their designees or successors in same positions should incumbents change, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760.924.7626

Mono County Office of Education:

Stacey Adler, Superintendent of Schools
451 Sierra Park Road
P.O. Box 130
Mammoth Lakes, CA 93546
760.934.0031

By the signatures of their authorized representatives appearing below, First 5 Mono County and the Mono County Office of Education agree to perform and abide by the terms of this MOU.

First 5 Mono County:

By: _____

Dated: _____

Mono County Office of Education

By: _____

Dated: _____

**AGREEMENT BETWEEN FIRST 5 MONO
AND MAMMOTH UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF KINDERGARTEN READINESS ASSESSMENT SERVICES**

INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as “First 5”) may have the need for Kindergarten Readiness Assessment services of Mammoth Unified School District, a Mono County School District (hereinafter referred to as “Grantee”), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Grantee shall furnish to First 5, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by First 5 to Grantee to perform under this Agreement will be made by the Director of First 5 Mono, or an authorized representative thereof. Requests to Grantee for work or services to be performed under this Agreement will be based upon First 5's need for such services. First 5 makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Grantee by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Grantee the performance of any services or work at all, even if First 5 should have some need for such services or work during the term of this Agreement.

Services and work provided by Grantee at First 5's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- ☐ **Exhibit 1:** General Conditions (Construction)
- ☐ **Exhibit 2:** Prevailing Wages
- ☐ **Exhibit 3:** Bond Requirements
- ☐ **Exhibit 4:** Invoicing, Payment, and Retention
- ☐ **Exhibit 5:** Trenching Requirements
- ☐ **Exhibit 6:** FHWA Requirements
- ☐ **Exhibit 7:** CDBG Requirements
- ☐ **Exhibit 8:** HIPAA Business Associate Agreement
- ☐ **Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from August 1, 2023, to October 30, 2023, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. First 5 shall pay Grantee in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Grantee at First 5's request.

B. Travel and Per Diem. Grantee will not be paid or reimbursed for travel expenses or per diem that Grantee incurs in providing services and work requested by First 5 under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Grantee shall not be entitled to, nor receive, from First 5, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Grantee shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by First 5 to Grantee for services and work performed under this Agreement shall not exceed \$3,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the First 5 Commission (hereinafter referred to as "Contract Limit"). First 5 expressly reserves the right to deny any payment or reimbursement requested by Grantee for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Grantee shall submit to First 5, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at First 5's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Grantee may submit a single request for payment corresponding to a single incident of service or work performed at First 5's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Grantee has satisfactorily completed the work and performed the services as requested, First 5 shall make payment to Grantee within 30 days of its receipt of the itemized statement. Should First 5 determine the services or work have not been completed or performed as requested and/or should Grantee produce an incorrect statement, First 5 shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, First 5 will not withhold any federal or state income taxes or social security from any payments made by First 5 to Grantee under the terms and conditions of this Agreement.

(2) First 5 shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Grantee under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, First 5 has no obligation to withhold any taxes or payments from sums paid by First 5 to Grantee under this Agreement. Payment of all taxes and other assessments on such

sums is the sole responsibility of Grantee. First 5 has no responsibility or liability for payment of Grantee's taxes or assessments.

(4) The total amounts paid by First 5 to Grantee, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Grantee's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Grantee that the performance of these services and work will require a varied schedule. Grantee, in arranging his/her schedule, will coordinate with First 5 to ensure that all services and work requested by First 5 under this Agreement will be performed within the time frame set forth by First 5.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Grantee to provide the services and work described in Attachment A must be procured by Grantee and be valid at the time Grantee enters into this Agreement. Further, during the term of this Agreement, Grantee must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Grantee at no expense to First 5. Grantee will provide First 5, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Grantee and First 5 as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, First 5 reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Grantee shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Grantee to provide the services identified in Attachment A to this Agreement. First 5 is not obligated to reimburse or pay Grantee for any expense or cost incurred by Grantee in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Grantee in providing and maintaining such items is the sole responsibility and obligation of Grantee.

7. FIRST 5 PROPERTY

A. Personal Property of First 5. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Grantee by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Grantee will use reasonable care to protect, safeguard and maintain such items while they are in Grantee's possession. Grantee will be financially responsible for any loss or damage to such items, partial or total, that is the result of Grantee's negligence.

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

manifestation of, Grantee's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of First 5. At the termination of the Agreement, Grantee will convey possession and title to all such properties to First 5.

8. INSURANCE

Grantee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Grantee, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

☒ Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

☒ Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Grantee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☒ Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ Worker's Compensation Exempt: Grantee is exempt from obtaining Workers' Compensation insurance because Grantee has no employees. Grantee shall notify First 5 and provide proof of Workers' Compensation insurance to First 5 within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of First 5 for all work performed by Grantee, its employees, agents, and subcontractors. Grantee agrees to defend and indemnify First 5 in case of claims arising from Grantee's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

☒ Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

☐ Grantees' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Grantee maintains broader coverage and/or higher limits than the minimums shown above, the First 5 requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the First 5.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** First 5, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Grantee's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects First 5, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by First 5, its officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Grantee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Grantee's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to First 5.
- (5) **Waiver of Subrogation:** Grantee hereby grants to First 5 a waiver of any right to subrogation which any insurer of said Grantee may acquire against First 5 by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not First 5 has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by First 5. First 5 may require the Grantee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or First 5. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by First 5. Any and all deductibles and SIRs shall be the sole responsibility of Grantee or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. First 5 may deduct from any amounts otherwise due Grantee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. First 5 reserves the right to obtain a copy of any policies and endorsements for verification.
- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to First 5.

- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Grantee shall furnish First 5 with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by First 5 before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee’s obligation to provide them. First 5 reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. First 5 reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** First 5 reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF GRANTEE

All acts of Grantee, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent Grantee, and not as an agent, officer, or employee of First 5. Grantee, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, First 5, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of First 5 is to be considered an employee of Grantee. It is understood by both Grantee and First 5 that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Grantee shall determine the method, details, and means of performing the work and services to be provided by Grantee under this Agreement.
- B. Grantee shall be responsible to First 5 only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to First 5’s control with respect to the physical action or activities of Grantee in fulfillment of this Agreement.
- C. Grantee, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

10. DEFENSE AND INDEMNIFICATION

Grantee shall defend with counsel acceptable to First 5, indemnify, and hold harmless First 5, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from or in connection with, the performance of this Agreement by Grantee, or Grantee’s agents, officers, or employees. Grantee’s obligation

to defend, indemnify, and hold First 5, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. 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 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 First 5, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Grantee to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

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

B. Inspections and Audits. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Grantee, that First 5 determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Grantee. Further, First 5 has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION

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

13. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Grantee thirty (30) calendar days written notice of such intent to terminate. Grantee may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to First 5 thirty (30) calendar days written notice of such intent to terminate.

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

14. ASSIGNMENT

This is an agreement for the personal services of Grantee. First 5 has relied upon the skills, knowledge, experience, and training of Grantee as an inducement to enter into this Agreement. Grantee shall not assign or subcontract this Agreement, or any part of it, without the express written consent of First 5. Further, Grantee

shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

15. DEFAULT

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

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 8.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 22.

17. CONFIDENTIALITY

Grantee agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Grantee in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Grantee agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Grantee only with the express written consent of First 5.

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

Grantee agrees not to use any confidential, protected, or privileged information that is gained from First 5 in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Grantee agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in litigation with First 5, and concerning such, Grantee by virtue of this Agreement has gained access to First 5's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not

be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of First 5 to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, First 5 has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Grantee of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 22.

22. AMENDMENT

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

23. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Grantee or First 5 shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

First 5 of Mono:

First 5 Mono
Molly DesBaillets, Executive Director
PO Box 130
Mammoth Lakes, CA, 93546
mdesbaillets@monocoe.org

Grantee:

Mammoth Unified School District
Annie Rinaldi, Superintendent
PO Box 3509
Mammoth Lakes, CA, 93546
arinaldi@mammothusd.org

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signature, including but not limited to DocuSign or similar service, shall be deemed to be as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be

of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

FIRST 5 MONO

GRANTEE

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN FIRST 5 MONO AND MAMMOTH UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF KINDERGARTEN ASSESSMENT SERVICES

TERM:

FROM: AUGUST 1, 2023 TO: OCTOBER 30, 2023

SCOPE OF WORK:

It is the mission of Mammoth Unified School District (MUSD) to work 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. Through First 5 Funding, MUSD will continue its incoming kindergarten assessment activities at Mammoth Elementary School. MUSD will also work with the Commission to provide data and supporting documentation for local evaluation.

Service Delivery

- Administer an incoming kindergarten assessment within one month of the first day of school to assess school readiness.
- Coordinate with First 5 to maximize outreach to young children and their families.

Evaluation

- Where appropriate, collect and assist in the longitudinal analysis of academic assessment data on ESUSD third-graders (via standardized tests) to determine the difference in academic performance of those who participated in Commission-funded 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. First 5 staff will provide the Grantee assistance and guidance in the performance of this Agreement.
3. The Grantee lead program contact will be the MUSD Superintendent, or his or her designee, 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.
5. The Grantee will report on project progress, outcomes and expenses using the following reports due to First 5 on the indicated dates:
Submission of Kindergarten Assessment data to First 5 staff. October 15

EXPENDITURE REPORT

Mammoth Unified School District
FOR FISCAL YEAR:

This page to accompany each report submitted

PERSONNEL EXPENSE (Salary and Benefits)

Example: \$35.00/hr, 5 hours = \$175 (Teacher, Jane Smith)

\$15.00/hr, 5 hours = \$75 (Teacher Aide, Ann Rogers)

1. Kindergarten Class, Hund: Teacher or aide expense for K Assessments	\$
2. Kindergarten Class, XXX: Teacher or aide expense for K Assessments	\$
3. Kindergarten Class, XXX: Teacher or aide expense for K Assessments	\$
4. Kindergarten Class, XXX: Teacher or aide expense for K Assessments	\$
Personnel Expense Total (not to exceed \$3,000)	\$

PROGRAM NARRATIVE

Person(s) Completing this data _____ Year: _____

ATTACHMENT B

**AGREEMENT BETWEEN FIRST 5MONO
AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF KINDERGARTEN READINESS ASSESSMENT SERVICES**

TERM:

FROM: August 1, 2023

TO: October 30, 2023

SCHEDULE OF FEES:

Teacher, Teacher Aide, or Substitute costs to conduct Kindergarten Assessments
Salary expense may include up to 3 hours of prep to prepare to administer the Kindergarten
Readiness Assessment.

PERSONNEL EXPENSE (Salary and Benefits)

Example: \$35.00/hr, 5 hours = \$175 (Teacher, Jane Smith)

\$15.00/hr, 5 hours = \$75 (Teacher Aide, Ann Rogers)

TOTAL EXPENSES: \$2,000 total for all 4 Kindergarten Classes' Assessments

☐ See Attachment B1, incorporated herein by this reference (optional).

**AGREEMENT BETWEEN FIRST 5 MONO
AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF KINDERGARTEN READINESS ASSESSMENT SERVICES**

INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as “First 5”) may have the need for Kindergarten Readiness Assessment services of Eastern Sierra Unified School District, a Mono County School District (hereinafter referred to as “Grantee”), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Grantee shall furnish to First 5, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by First 5 to Grantee to perform under this Agreement will be made by the Director of First 5 Mono, or an authorized representative thereof. Requests to Grantee for work or services to be performed under this Agreement will be based upon First 5's need for such services. First 5 makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Grantee by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Grantee the performance of any services or work at all, even if First 5 should have some need for such services or work during the term of this Agreement.

Services and work provided by Grantee at First 5's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- ☐ **Exhibit 1:** General Conditions (Construction)
- ☐ **Exhibit 2:** Prevailing Wages
- ☐ **Exhibit 3:** Bond Requirements
- ☐ **Exhibit 4:** Invoicing, Payment, and Retention
- ☐ **Exhibit 5:** Trenching Requirements
- ☐ **Exhibit 6:** FHWA Requirements
- ☐ **Exhibit 7:** CDBG Requirements
- ☐ **Exhibit 8:** HIPAA Business Associate Agreement
- ☐ **Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from August 1, 2023, to October 30, 2023, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. First 5 shall pay Grantee in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Grantee at First 5's request.

B. Travel and Per Diem. Grantee will not be paid or reimbursed for travel expenses or per diem that Grantee incurs in providing services and work requested by First 5 under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Grantee shall not be entitled to, nor receive, from First 5, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Grantee shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by First 5 to Grantee for services and work performed under this Agreement shall not exceed \$2,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the First 5 Commission (hereinafter referred to as "Contract Limit"). First 5 expressly reserves the right to deny any payment or reimbursement requested by Grantee for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Grantee shall submit to First 5, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at First 5's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Grantee may submit a single request for payment corresponding to a single incident of service or work performed at First 5's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Grantee has satisfactorily completed the work and performed the services as requested, First 5 shall make payment to Grantee within 30 days of its receipt of the itemized statement. Should First 5 determine the services or work have not been completed or performed as requested and/or should Grantee produce an incorrect statement, First 5 shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, First 5 will not withhold any federal or state income taxes or social security from any payments made by First 5 to Grantee under the terms and conditions of this Agreement.

(2) First 5 shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Grantee under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, First 5 has no obligation to withhold any taxes or payments from sums paid by First 5 to Grantee under this Agreement. Payment of all taxes and other assessments on such

sums is the sole responsibility of Grantee. First 5 has no responsibility or liability for payment of Grantee's taxes or assessments.

(4) The total amounts paid by First 5 to Grantee, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Grantee's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Grantee that the performance of these services and work will require a varied schedule. Grantee, in arranging his/her schedule, will coordinate with First 5 to ensure that all services and work requested by First 5 under this Agreement will be performed within the time frame set forth by First 5.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Grantee to provide the services and work described in Attachment A must be procured by Grantee and be valid at the time Grantee enters into this Agreement. Further, during the term of this Agreement, Grantee must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Grantee at no expense to First 5. Grantee will provide First 5, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Grantee and First 5 as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, First 5 reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Grantee shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Grantee to provide the services identified in Attachment A to this Agreement. First 5 is not obligated to reimburse or pay Grantee for any expense or cost incurred by Grantee in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Grantee in providing and maintaining such items is the sole responsibility and obligation of Grantee.

7. FIRST 5 PROPERTY

A. Personal Property of First 5. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Grantee by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Grantee will use reasonable care to protect, safeguard and maintain such items while they are in Grantee's possession. Grantee will be financially responsible for any loss or damage to such items, partial or total, that is the result of Grantee's negligence.

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

manifestation of, Grantee's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of First 5. At the termination of the Agreement, Grantee will convey possession and title to all such properties to First 5.

8. INSURANCE

Grantee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Grantee, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

☒ Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

☒ Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Grantee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☒ Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ Worker's Compensation Exempt: Grantee is exempt from obtaining Workers' Compensation insurance because Grantee has no employees. Grantee shall notify First 5 and provide proof of Workers' Compensation insurance to First 5 within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of First 5 for all work performed by Grantee, its employees, agents, and subcontractors. Grantee agrees to defend and indemnify First 5 in case of claims arising from Grantee's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

☒ Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

☐ Grantees' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Grantee maintains broader coverage and/or higher limits than the minimums shown above, the First 5 requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the First 5.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** First 5, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Grantee's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects First 5, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by First 5, its officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Grantee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Grantee's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to First 5.
- (5) **Waiver of Subrogation:** Grantee hereby grants to First 5 a waiver of any right to subrogation which any insurer of said Grantee may acquire against First 5 by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not First 5 has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by First 5. First 5 may require the Grantee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or First 5. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by First 5. Any and all deductibles and SIRs shall be the sole responsibility of Grantee or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. First 5 may deduct from any amounts otherwise due Grantee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. First 5 reserves the right to obtain a copy of any policies and endorsements for verification.
- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to First 5.

- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Grantee shall furnish First 5 with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by First 5 before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee’s obligation to provide them. First 5 reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. First 5 reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** First 5 reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF GRANTEE

All acts of Grantee, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of First 5. Grantee, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, First 5, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of First 5 is to be considered an employee of Grantee. It is understood by both Grantee and First 5 that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Grantee shall determine the method, details, and means of performing the work and services to be provided by Grantee under this Agreement.
- B. Grantee shall be responsible to First 5 only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to First 5’s control with respect to the physical action or activities of Grantee in fulfillment of this Agreement.
- C. Grantee, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

10. DEFENSE AND INDEMNIFICATION

Grantee shall defend with counsel acceptable to First 5, indemnify, and hold harmless First 5, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from or in connection with, the performance of this Agreement by Grantee, or Grantee’s agents, officers, or employees. Grantee’s obligation

to defend, indemnify, and hold First 5, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. 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 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 First 5, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Grantee to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

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

B. Inspections and Audits. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Grantee, that First 5 determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Grantee. Further, First 5 has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION

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

13. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Grantee thirty (30) calendar days written notice of such intent to terminate. Grantee may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to First 5 thirty (30) calendar days written notice of such intent to terminate.

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

14. ASSIGNMENT

This is an agreement for the personal services of Grantee. First 5 has relied upon the skills, knowledge, experience, and training of Grantee as an inducement to enter into this Agreement. Grantee shall not assign or subcontract this Agreement, or any part of it, without the express written consent of First 5. Further, Grantee

shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

15. DEFAULT

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

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 8.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 22.

17. CONFIDENTIALITY

Grantee agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Grantee in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Grantee agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Grantee only with the express written consent of First 5.

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

Grantee agrees not to use any confidential, protected, or privileged information that is gained from First 5 in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Grantee agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in litigation with First 5, and concerning such, Grantee by virtue of this Agreement has gained access to First 5's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not

be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of First 5 to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, First 5 has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Grantee of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 22.

22. AMENDMENT

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

23. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Grantee or First 5 shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

First 5 of Mono:

First 5 Mono
Molly DesBaillets, Executive Director
PO Box 130
Mammoth Lakes, CA, 93546
mdesbaillets@monocoe.org

Grantee:

Eastern Sierra Unified School District
Heidi Torix, Superintendent
PO Box 575
Bridgeport, CA, 93517
htorix@esUSD.org

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signature, including but not limited to DocuSign or similar service, shall be deemed to be as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be

of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

FIRST 5 MONO

GRANTEE

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN FIRST 5 MONO AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF KINDERGARTEN ASSESSMENT SERVICES

TERM:

FROM: AUGUST 1, 2023 TO: OCTOBER 30, 2023

SCOPE OF WORK:

It is the mission of Eastern Sierra Unified School District (ESUSD) to work 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.

Through First 5 Funding, ESUSD will continue its incoming kindergarten assessment activities at all elementary schools within the ESUSD, including Antelope Elementary, Bridgeport Elementary, Lee Vining Elementary, and Edna Beaman Elementary. ESUSD will also work with First 5 to provide data and supporting documentation for local evaluation.

Service Delivery

- Administer an incoming kindergarten assessment within one month of the first day of school to assess school readiness.
- Coordinate with First 5 to maximize outreach to young children and their families.

Evaluation

- Where appropriate, collect and assist in the longitudinal analysis of academic assessment data on ESUSD third-graders (via standardized tests) to determine the difference in academic performance of those who participated in Commission-funded 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. First 5 staff will provide the Grantee assistance and guidance in the performance of this Agreement.
3. The Grantee lead program contact will be the ESUSD Superintendent, or his or her designee, 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.
5. The Grantee will report on project progress, outcomes and expenses using the following reports due to First 5 on the indicated dates:
Submission of Kindergarten Assessment data to First 5 staff. October 15

EXPENDITURE REPORT

Eastern Sierra Unified School District FOR FISCAL YEAR:
This page to accompany each report submitted

PERSONNEL EXPENSE (Salary and Benefits)

Example: \$35.00/hr, 5 hours = \$175 (Teacher, Jane Smith)

\$15.00/hr, 5 hours = \$75 (Teacher Aide, Ann Rogers)

1. Antelope Elem:	Teacher or aide expense for K Assessments	\$
2. Bridgeport Elem:	Teacher or aide expense for K Assessments	\$
3. Edna Beaman El:	Teacher or aide expense for K Assessments	\$
4. Lee Vining Elem:	Teacher or aide expense for K Assessments	\$
Personnel Expense Total (not to exceed \$2,000)		\$

PROGRAM NARRATIVE

Person(s) Completing this data _____ Year: _____

ATTACHMENT B

**AGREEMENT BETWEEN FIRST 5MONO
AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF KINDERGARTEN READINESS ASSESSMENT SERVICES**

TERM:

FROM: August 1, 2023

TO: October 30, 2023

SCHEDULE OF FEES:

Teacher, Teacher Aide, or Substitute costs to conduct Kindergarten Assessments
Salary expense may include up to 3 hours of prep to prepare to administer the Kindergarten
Readiness Assessment.

PERSONNEL EXPENSE (Salary and Benefits)

Example: \$35.00/hr, 5 hours = \$175 (Teacher, Jane Smith)

\$15.00/hr, 5 hours = \$75 (Teacher Aide, Ann Rogers)

TOTAL EXPENSES: \$2,000 total for all 4 Kindergarten Class' Assessments

☐ See Attachment B1, incorporated herein by this reference (optional).



June 21, 2023

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 hereinafter referred to as the "Program" located aboard the Marine Corps Mountain Warfare Training Center (MCMWTC) in Bridgeport, California beginning July 21, 2023 and ending June 30, 2024.

4. Scope of the Agreement.

a. **SPONSOR** agrees to provide:

- 1) Two thousand seven hundred and fourteen dollars and twenty-three cents (\$2,714.23) to support the staff and children at the Child Development Center involved in the IMPACT program for the 2023-2024 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 2023-2024 school years' Ages and Stages Questionnaire results to all installation families.
- 3) End of 2023-2024 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 FY 2022-23 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 Two thousand seven hundred and fourteen dollars and twenty-three cents (\$2,714.23) as stated in Agreement Section 4.a., as follows:

- a. Two thousand seven hundred and fourteen dollars and twenty-three cents (\$2,714.23) due on or before August 1, 2023.

The SPONSOR is to make any and all checks payable to MCCS. Please include SP 22-015 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 DesBailliets Date
First 5 Mono County
365 Sierra Park Road, Bldg. M
PO Box 130
Mammoth Lakes, CA

For **MCCS**:

Roben Smith Date
Sponsorship & Marketing Specialist
Marine Corps Community Services
MCMWTC, MCCS, Bridgeport, CA

For **MCCS**:

Jessica Parkhurst Date
Deputy Director
Marine Corps Community Services
MCMWTC, MCCS, Bridgeport, CA

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

First 5 Mono County
2023-25 QRIS Hubbe Contract
Region 6 HUB

This Agreement is entered into **July 1, 2023** by and between First 5 **Mono County as Region 6 Lead Agency representing 3 CA Counties** hereinafter referred to as the "AGENCY", and **Hubbe Inc.**, hereinafter referred to as the data system "VENDOR";

ORGANIZATIONAL OVERVIEW

Hubbe Inc. owns and operates the Early Childhood Integrated Data System (ECIDS) called **The ECE Hubbe**. The Quality Rating and Improvement System component of the Early Childhood Integrated Data System is now called **The QRIS Hubbe**. The **QRIS Hubbe** is a browser-based web application with a centralized database that tracks, measures, stores, and reports the data needed to implement and manage a successful infant, toddler and/or preschool program and to improve the quality of early childhood education. **QRIS Hubbe** has been specifically designed to support counties and regional HUB coordinators to successfully administer their Quality Counts California (QCC) and CA Workforce Pathways Programs and report the outcomes to the California Department of Education and to First 5 California.

The **QRIS Hubbe** system provides an easy-to-use graphical user interface (GUI) available via browsers on popular computing platforms such as PCs, IPads, and Mobile devices. The system can be securely accessed anytime anywhere via the Internet using the internet browser Google Chrome. Having a browser-based solution that is a Server-Side Application, rather than a Client-Side Application, means that the application is delivered from the server to the browser, and does not reside as an application on each individual computer. In this manner, no special client software or installations are required. When **QRIS Hubbe** is updated at the server, it is immediately available to all users.

The VENDOR partners with organizations to reduce the burden of managing complex state-funded early childhood education programs with a proven and secure, FERPA-compliant data system. **QRIS Hubbe** was designed to support all program management and reporting needs of CA County, Consortia and Regional HUB QRIS and Workforce Development/Stipend Programs.

AGREEMENTS

1. TERM: The term of this agreement shall be from July 1, 2023 through June 30, 2025.

2. SCOPE OF SERVICES: VENDOR will host and maintain a web-based data system that include the following system features to support of AGENCIES in achieving its goals for the implementation of QRIS and Workforce Pathways Program compliant with the California Department of Education (CDE) and/or First 5 California:

- ⌘ Agency/Site/Session/Staff Data Management
- ⌘ Site Rating Management
- ⌘ CLASS Assessment Management
- ⌘ Agency Application Portal and Intake
- ⌘ County/State Grant Funding Management
- ⌘ Staff Surveys
- ⌘ Comprehensive QRIS Common Data File Data Collections and Management
- ⌘ Workforce Education, Professional Development Training and Certificate Tracking
- ⌘ Workforce Professional Growth Plans (PGP)
- ⌘ Workforce Stipend Application Portal and Stipend Program Management
- ⌘ Coaching Program Management
- ⌘ Coach Logs
- ⌘ Quality Improvement Plans (QIPs)
- ⌘ Instructional Coaching Cycles
- ⌘ Workshops/Training/PLC Tracking
- ⌘ Import/Export for Updating Large Data Sets
- ⌘ Robust and Customizable Reporting and Analytics

3. PROJECT DELIVERABLES

Deliverable	Description
Hosting of a Program Management and Student Information Web-Based Data System	VENDOR will host a secure, fully managed iteration of QRIS <i>Hubbe</i> California for Region 6 QCC Programs at this URL locations: <i>QualityCounts.qrishubbe.com</i>
Technical Assistance and Training	VENDOR will provide on-going, web-based training on the use of the QRIS <i>Hubbe</i> System features, differentiated by role throughout the year. The AGENCIES may request personalized training as needed for new staff or when features will be used for the first time. Support requests can be sent to grissupport@hubbeinc.com where the Hubbe Team will monitor and respond back within 24 hours.
Materials and Resources	<ul style="list-style-type: none"> ⌘ QRIS <i>Hubbe</i> training guides and video instructions for all data system features. ⌘ Monthly Release Notes and Web-Based training for new/enhanced system features when applicable. ⌘ Regularly scheduled web-based training opportunities for all system features. ⌘ Technical assistance and support services when requested via grissupport@hubbeinc.com.

4. COMPENSATION: For and in consideration of the services rendered, the AGENCIES agrees to pay the VENDOR as follows:

PRICING

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

Description	Unit Price
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Annual Software-As-A-Service Cost Per Active Session	
The Annual Cost for Hosting and Managing the AGENCY's QRIS Hubbe is \$5,550.00 . This flat-rate fee is valid from July 1, 2023 until June 30, 2027. All system features, county and agency staff accounts and agency and stipend portal users/accounts are included in this flat-rate annual fee.	\$5,550.00
Group Trainings, Video Tutorials, and Instruction Guides	
<ul style="list-style-type: none"> QRIS Hubbe training guides and video instructions for all data system features Monthly Release Notes and Zoom trainings for new/enhanced features Regularly scheduled Zoom group training opportunities for all system features These are implemented to accommodate new staff onboarding	No Fee Included in License Subscription
Fees Associated with Proprietary Assessment Records	
The fee the Teachstone organization charges for the use of their proprietary assessment score sheets (CLASS PreK/CLASS Toddler/CLASS Infant scores/sequence of scores) housed inside the Hubbe Data System is \$7.00 per CLASS Assessment/score sheet that was completed and approved during the term of this contract. EQS will pay these fees on behalf of the AGENCIES throughout the year. A CLASS Usage Report and invoice will be provided to the AGENCIES before fees are paid to ensure clear communications and to make any necessary adjustments regarding data quality. EQS will invoice the AGENCIES at the end of the contract term for the total amount of the Teachstone fees.	\$7.00/per CLASS Assessment (insert set aside budget for CLASS Assessments here)
GRAND TOTAL COST	\$5,550.00

Payment Schedule

AGENCIES will be invoiced twice annually in September and March. An alternative payment plan can be set up if requested.

5. DATA PRIVACY COMPLIANCE: California local educational agencies and technology service providers, such as VENDOR, are required by federal and state laws to protect certain data, including by not limited to financial, health, and educational records. VENDOR'S services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including by not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act ("SOPIPA"), the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), and the Children's Internet Protection Act ("CIPA").

Attachment A, Technology Services Agreement, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the AGENCIES and the VENDOR will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of Attachment A shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the AGENCIES.

6. INVOICE: The VENDOR shall submit an invoice to the AGENCIES annually at the beginning of the contract term.

7. In the event the VENDOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the AGENCIES, the VENDOR shall promptly refund the disallowed amount to the AGENCIES on request, or at its option, the AGENCIES may offset the amount disallowed from any payment due to the VENDOR under any contract with the AGENCIES.

8. VENDOR EXPERTISE: It is understood that the VENDOR has the skills, experience, and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the AGENCIES relies upon the VENDOR'S representations about its skills, experience, and knowledge to perform the VENDOR'S services in a competent manner. Acceptance by the AGENCIES of the services to be performed under this Agreement does not operate as a release of said VENDOR from responsibility for the work performed. The VENDOR further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.

9. INDEPENDENT CONTRACTOR: It is agreed that the VENDOR or any employee or agent of the VENDOR is acting as an independent contractor and not as an agent or employee of the said AGENCIES. Personnel performing the Services under this Agreement on behalf of VENDOR shall always be under VENDOR'S exclusive direction and control. VENDOR shall pay all the wages, salaries, and other amounts due such personnel in connection with their performance of Service and as required by law. VENDOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the parties hereto that VENDOR in the performance of its obligation hereunder is subject to the control or direction of AGENCIES merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. VENDOR is solely and exclusively responsible for payment of any fees, costs, taxes etc. for service under this contract.

10. SUBCONTRACT: No contract shall be made by the VENDOR with any party for furnishing any of the work or services herein contained without the prior written approval of the AGENCIES, but this provision shall not require the approval of contracts of employment between the VENDOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

11. NON-DISCRIMINATION: VENDOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.).

12. INSURANCE: VENDOR shall maintain in force at all times during the performance of this Agreement, the following insurance policies evidencing coverage during the entire term of the Agreement. **All insurance policies shall name and be endorsed to name AGENCIES as additional insured for the purpose of this contract.**

- a. Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000.00) for each occurrence for bodily injury, death, loss or property damage for services, products and all other activities undertaken by the Vendor in the performance of this Agreement. The Commercial

General Liability Insurance policy shall contain an endorsement naming the AGENCIES, Board of Education, its officers, agents, and employees as an additional insured.

- b. Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) for each occurrence.
- c. Workers' Compensation Insurance for the Vendor's employees or agents as required by the State of California.

13. TERMINATION: AGENCIES may terminate this Agreement without cause upon 30 days written notice served upon the VENDOR stating the extent and effective date of termination:

- a. AGENCIES may terminate this agreement for VENDOR's default, if VENDOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the AGENCIES may proceed with the work in any manner deemed proper to AGENCIES.
- b. Whenever for any reason the AGENCIES determines that termination is in his best interest, AGENCIES shall provide written notice of termination to VENDOR stating whether the termination is in whole or in part. This agreement shall then terminate as stated upon VENDOR's receipt of such notice. After receipt of the Notice of Termination, VENDOR shall stop all work under this Agreement on the date specified in the Notice of Termination. AGENCIES shall make payment for all services performed in accordance with this Agreement to the date of termination, according to the rates set forth in section 4 herein.
- c. In the event of termination under this agreement, VENDOR shall return all pupil records to the AGENCIES in a secure manner. VENDOR shall wipe all data for the AGENCIES from all system locations upon notice from the AGENCIES that data files are complete.

14. WAIVER OF DEFAULT: Any waiver by AGENCIES of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of AGENCIES to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof or stopping AGENCIES from enforcement hereof.

15. FORCE MAJEURE:

- a. In the event VENDOR is unable to comply with any provision of this agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, VENDOR shall not be held liable to AGENCIES for such failure to comply.
- b. In the event AGENCIES is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, AGENCIES shall not be held liable to VENDOR for such failure to comply.

16. INDEMNIFICATION: The VENDOR shall save, defend, hold harmless and indemnify the AGENCIES, Board of Education, its officers, agents, and employees against any and all liability, claims, damages, judgments, expenses, including litigation costs, attorneys' fees, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or

arising out of the occupancy, use, service, operations, or performance of work under the terms of this Agreement, resulting in whole or in part from the negligent, reckless, willful acts or omissions of the VENDOR, its agents or representatives. All duties of VENDOR under this section shall survive termination of this Agreement

17. ASSIGNMENT: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by VENDOR without the prior written consent of the AGENCIES. Any assignment or purported assignment of this Agreement by VENDOR without prior written consent of AGENCIES will be deemed void and of no force or effect.

18. LICENSES/PERMITS: The VENDOR and all of the VENDOR’s employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

19. CONFLICTS OF INTERESTS: The VENDOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

20. AMENDMENT: This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the AGENCIES may amend the contract to accomplish the below-listed changes:

- a. Increases in dollar amounts.
- b. Administrative changes that do not affect the contractual rights of the parties.
- c. Changes as required by law.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

AGENCIES:

First 5 Mono County
PO Box 130
Mammoth Lakes, CA 93546

VENDOR:

Hubbe Inc.
11956 Bernardo Plaza Drive,
Suite 406
San Diego, CA 92128

22. DISPUTE: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by Agreement, shall be disposed of by the AGENCIES which shall furnish the decision in writing. The decision of the AGENCIES shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The VENDOR shall proceed diligently with the performance of the Agreement pending the AGENCIES’s decision.

23. GOVERNING LAW; JURISDICTION; VENUE; SEVERABILITY: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a third-party mediator in an attempt to resolve the dispute. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney’s fees in addition to whatever other relief is granted.

24. ENTIRE AGREEMENT: This Agreement, including any Exhibits or documents incorporated herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

First 5 Mono County	Hubbe Inc.
<hr/>	<hr/>
Authorized Signature	VENDOR
<hr/>	<hr/>
Printed Name and Title	Printed Name and Title
<hr/>	<hr/>
Date _____	Date: May 11, 2023
	Phone Number: 760-644-4922
	Email Address: Claire@Hubbeinc.com

ATTACHMENT A

TECHNOLOGY SERVICE AGREEMENT and DATA SECURITY PROVISIONS

Pupil records[1] obtained by VENDOR from the AGENCIES continue to be the property of and under the control of the AGENCIES.

All Pupil Records housed in QRIS Hubbe are and shall remain the sole property of the AGENCIES or under contract with the VENDOR.

Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: VENDOR hosts a secure/FERPA-Compliant parent portal where parents can access information about their family, themselves and their children. The parent portal serves as the method for parents to review data, correct erroneous information, and communicate with the AGENCIES to update data and records as needed as determined by The AGENCIES's policies and procedures. The QRIS Hubbe California data system was designed for early childhood education programs and school-age child care program providers serving children ages 0-13. The system does not have components for use directly by children ages 0-13. As such, it is an adult-only system.

VENDOR shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records. In order to maintain the security and confidentiality of all Pupil Records, the following security and confidentiality policies are enforced by the Chief Information Security Officer (CISO):

- ⌘ VENDOR will obtain a criminal background check of each applicant prior to the commencement of the applicant's employment. VENDOR utilizes Goodhire to conduct background checks. A report of the background check will be stored in each employee's file.

- ⌘ All offers of employment shall be subject to satisfactory criminal report investigations.

All new employees and independent Vendors who perform services in the production systems and have access to customer information will participate in the consultant security and confidentiality training. Each person shall sign and acknowledge his or her agreement to abide by the consultant's security and confidentiality policies. Training will recur at least once each year, or sooner, as determined by VENDOR management and as required by changes to the policies. Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality, and integrity of customer information, such as:

- ⌘ Identifying for employees and independent contractors the types of customer information subject to protection under the security and confidentiality policies.

- ⌘ Using password-activated computer and software systems and applications and automatic log-off function that terminates access after a short period of inactivity.

- ⌘ Using strong passwords (at least eight characters long and alpha-numeric).
- ⌘ Changing passwords periodically and maintaining the security of passwords.
- ⌘ Sending electronic information over secure channels only.
- ⌘ Appropriately disposing of paper and electronic records.
- ⌘ All employees and independent contractors will be permitted to access customer information only when “needed to debug software” and/or support client’s needs as requested. Access to client data will be determined individually by VENDOR management.
- ⌘ Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by VENDOR management.
- ⌘ All persons who fail to comply with the VENDOR’s security and confidentiality policies shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with VENDOR.

In the event of an unauthorized disclosure of a pupil's records, consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

- ⌘ Validate the data breach. Do not assume that every identified incident is actually a breach of Personally Identifiable Information (PII data). Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- ⌘ Begin breach response documentation and reporting process. Coordinate the flow of information to Client
- ⌘ Include representatives from VENDOR and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- ⌘ Immediately determine the status of the breach (on-going, active, or post breach).
- ⌘ If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to Systems/data and preserve evidence for investigation.
- ⌘ Document all mitigation efforts for later analysis.
- ⌘ Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- ⌘ If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)

- ⌘ Identify all affected data, machines, and devices.
- ⌘ Conduct interviews with key personnel and document facts (if criminal activity is suspected, coordinate these interviews with law enforcement).
- ⌘ When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
- ⌘ Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
- ⌘ Reach out to data owners as soon as possible to notify them about the breach.
- ⌘ Foster a cooperative relationship between the incident response team and data owners.
- ⌘ Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.

VENDOR shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

VENDOR certifies that a pupil's records shall not be retained or available to the consultant upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with consultant for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

- ⌘ VENDOR provides extensive data export capabilities allowing the export of all QRIS Hubbe data to its customer at any time. This process may be executed at the end of contract period or at any time desired.
- ⌘ Customers should first ensure that browser downloads of QRIS Hubbe data go to a secure download environment. All QRIS Hubbe downloads are done via SSL browser and should be set to download on a secure/encrypted drive.
- ⌘ Download all data by following these steps: In QRIS Hubbe, Log on as admin user. From the main menu go to "Data Tools" then the "Export Data." For each data item select item type (radio button) and then select export each export file will be downloaded as an excel file.

AGENCIES agrees to work with VENDOR to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

VENDOR FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of the consultant Data Systems, agencies staff and parents enter personally identifiable information about their infant, toddler, preschool-age and/or school-age students/children into the QRIS *Hubbe* California Systems, to operate their program and report data to program funders. QRIS *Hubbe* California supplies capabilities for the agencies and parents to use the personally identifiable information in the context of a Student Information and Program Management System. VENDOR has no direct use of the personally identifiable information. VENDOR agrees to only use the personally identifiable student information supplied by the agencies and funder to provide training on the data system and/or to support their data system needs and to return or delete the personally identifiable information when the funder is no longer under contract with VENDOR. In this way, the data owner retains control over its PII data as required under FERPA. VENDOR does not data-mine or commercialize information held for the AGENCIES and it does not collect any information directly from students or their parents for its use.

VENDOR hosts a secure, FERPA-Compliant web-based data system using Amazon Web Service (AWS) following the guidelines as set forth in FERPA Compliance on AWS Family Educational Rights and Privacy Act of 1974 (FERPA) whitepaper available at: https://d0.awsstatic.com/whitepapers/compliance/AWS_FERPA_Whitepaper.pdf. Additional information on Amazon AWS policies can be accessed at: <https://aws.amazon.com>.

Under the direction of the CISO, the VENDOR staff follow the best practices recommended by Amazon AWS by implementing the following FERPA compliant environment:

- ⌘ Compute - VENDOR uses AWS cloud to store, process and transmit PII, and leverage encryption at layers to safeguard the data at rest and in transit additional details below. Ensure the systems are properly hardened and monitored for compliance.
- ⌘ Storage - VENDOR configures data storage for least privilege and data is not world accessible, except by managed exceptions
- ⌘ Database - VENDOR uses Microsoft SQL Server which provides SQL Server Transparent Data Encryption (TDE) and Cell Level Encryption (CLE) server-side facilities that encrypt the entire SQL Server database at rest, or selected columns as needed. This encryption uses Advanced Encryption Standard (AES) 256, a secure symmetric-key encryption standard using 256-bit encryption keys.
- ⌘ Networking and content delivery – VENDOR provides a logically isolated network for processing, transmitting, or storing PII.
- ⌘ Security, identity, and compliance – VENDOR uses Amazon GuardDuty to detect misconfigurations, provide threat intelligence such as instances communicating with known bad actors as well as alerting and automating to remediate these issues.

Under the direction of the CISO, the VENDOR staff follow the best practices recommended by Amazon AWS by following FERPA compliant information management:

- ⌘ Auditing – VENDOR auditing capabilities are in place to allow security analysts to examine detailed activity logs and reports.
- ⌘ Data destruction – VENDOR uses DoD-compliant drive and file wipe/erasure software to remove PII data.
- ⌘ Backup and disaster recovery – VENDOR creates periodic (every two hours) database backups and creates point-in- time snapshots of volumes daily.
- ⌘ Security - All VENDOR data systems utilized by clients use Secure Sockets Layer (SSL) certifications, so that the security of such information is protected in transit. Such secure transmissions shall be automatic. Attempts to access consultant data systems without SSL will automatically be rerouted to a SSL connection.
- ⌘ Authentication and authorization - In the AWS environment, VENDOR uses IAM to manage access keys, security credentials, permission levels, authentication and authorization of our AWS accounts. The AWS account is protected by both password and Multi-Factor Authentication (<https://aws.amazon.com/iam/details/mfa/>)
- ⌘ Threat detection - VENDOR uses Amazon GuardDuty’s machine learning capability to uncover malicious user activity within AWS accounts. Amazon GuardDuty is a threat detection service that continuously monitors for malicious activity and unauthorized behavior to protect accounts, workloads, and data stored in AWS.
- ⌘ Security logs - VENDOR uses Amazon CloudWatch to detect anomalous behavior in our environments, set alarms, analyze logs and metrics, take automated actions, and troubleshoot issues. Cloudwatch allows us to improve operational performance and resource optimization.

[1] Pupil records include any information directly related to a pupil that is maintained by the AGENCIES or acquired directly from The pupil through the use of instructional software or applications assigned to the pupil by a teacher or other AGENCIES employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive purposes and for customized pupil; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and Improvement of educational sites, services, or applications.

Addendum to Jitasa Services Agreement

The following agreement changes for First 5 Mono County will go into effect for the July 2023 billing cycle:

Updated Scope of Services

- ✓ Add: Strategic Advisory Services: Budgeting and Forecasting – Program Details

Scope items not included remain unchanged from the original contract and any subsequent addendums.

Summary of Fees

Services	Original Agreement		Updated Agreement	
	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee
Books & Accounting	\$ 1,353.33	\$ 16,240.00	\$ 1,353.33	\$ 16,240.00
Advisory Services	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ 18,000.00

All other previously agreed upon services, terms, and conditions remain.
Read, understood, and agreed upon by all parties listed on the subsequent signature page.

Molly DesBaillets – Executive Director

Don Needs – CFO, Jitasa

CFO Strategic Advisory Services

Budgeting and Forecasting : Program Detail

Description of Service

An ongoing consultation relationship with a Jitasa CFO Strategic Advisor to develop the client's annual operating budget detailed out for each program. Services include organizational cash flow analysis, identification of risk and opportunities, and scenario planning.

Scope of Activities

- Analyze the client's prior year revenue and expenses and compare to the upcoming year budget and financials
- Meet with client to understand the organization's 1) annual objectives, 2) new / changing program, operations, and funding requirements and 3) impact on go-forward revenue and expenses
- Review, document, and analyze key assumptions and risks within the clients' budget model
- Provide two rounds of revisions and reviews: 1) initial review of the 1st draft budget model based on initial set of agreed upon assumptions, and 2) second and final review of the updated budget model incorporating 1st round adjustments
- Creation of advisory report for each program in Jitasa's data visualization tool for ongoing budgeting and forecasting analysis
- Conduct specific scenario and decision support analysis in alignment with the clients' leadership
- Provide ongoing support to assist the organization with their strategic decision making as related to the financial forecasts

Key Annual Deliverables

- Project plan and supporting timelines for the budgeting process
- Creation of annual budget for board approval, including detailed program budgets
- Creation of advisory report with visualized trends, analysis, and summary of key findings.
- Documentation of key assumptions and risks in the forecast and budget models

Key Ongoing Deliverables

- On a scheduled monthly basis continue to refine model and incorporate findings into the planning process.
- "What if" scenario planning to understand risks and opportunities.
- Monthly advisory reports with visualized trends, analysis, and summary of key findings.

Client Obligations

- Be available for regular meetings with your CFO Strategic Advisor.
- Supply in a timely manner any materials, data, reports, and other information needed for successful completion of services by your CFO Strategic Advisor. Provide reasonable turnaround times and prompt replies to Jitasa follow-up requests for clarification.
- Completion of Chart of Accounts setup required before final budget can be implemented

Services Not Included

- Detailed budgeting by grant
- Attendance to board meetings
- Additional services not listed in this agreement



TOWN OF MAMMOTH LAKES
RECREATION DEPARTMENT
P.O. Box 1609
Mammoth Lakes CA 93546
Phone (760 934-8989 x222)
Fax (760 934-7493)

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT ("Agreement") is made and entered into this **15th** day of **February, 2023** at Mammoth Lakes, Mono County, California, by and between the **TOWN OF MAMMOTH LAKES**, a municipal corporation ("**TOML**"), and **FIRST 5 MONO COUNTY**, a local government agency ("**FIRST 5 MONO COUNTY**"), and is made with reference to the following:

I. RECITALS

- A. **TOML** owns certain improved real property located at 1000 Forest Trail, Mammoth Lakes, Mono County, California, commonly known as the Community Center ("Community Center") and operates the Community Center for multiple recreational purposes.
- B. **TOML** leases certain improved real property located at Saw Mill Road Cutoff, Mono County, California, commonly known as the Shady Rest Park ("Shady Rest Park") and operates Shady Rest Park for multiple recreational purposes. The Community Center and Shady Rest Park are collectively referred to as "Facilities" in this Agreement.
- C. **FIRST 5 MONO COUNTY** is a local government agency engaged in supporting programs to promote early childhood development on behalf of, and for the benefit of, its residents.
- D. **TOML** and **FIRST 5 MONO COUNTY** have negotiated this Agreement for the benefit of both parties and, in order to achieve such benefit, enter into this Agreement for such purpose.

II. AGREEMENT

- A. **Recitals Incorporated.** The Recitals set forth above are incorporated into this Agreement as an operative part hereof.
- B. **Facilities Use.** During the term of this Agreement, and during the term set forth herein only, **FIRST 5 MONO COUNTY** shall have the use of the following facilities for the purposes described in this Agreement:
 - o "Community Center" – The building and its surrounds, excluding the tennis courts. Applicable uses of the facility include board meetings, educational events, volunteer training, etc. and including the uses described in Section II.M. The facility is not to be used for large events that include the consumption of food and beverage on-site, unless permitted by **TOML**.
 - o "Shady Rest Park" – Covered Picnic Shelter, playground and surrounding grass area, restroom facilities; charcoal BBQs and parking lot ("park facilities"). Uses governed by this Agreement are described in Section M.

At its own expense, **FIRST 5 MONO COUNTY** shall supply all educational materials at the Facilities needed for programing.

- C. **Term of Agreement.** This Agreement shall commence **February 15, 2023** and shall continue to and include **December 31, 2023** unless sooner canceled or terminated. The indemnity provisions and other obligations stated in Section I herein shall remain in effect following termination or expiration of this Agreement.
- D. **Consideration for Agreement.** As and for consideration for this Agreement, **FIRST 5 MONO COUNTY** will pay **TOML** no fees in exchange for providing community wide and educational activities for children concurrently with execution hereof.
- E. **FIRST 5 MONO COUNTY Use as Second Party.** **TOML** shall maintain exclusive and overriding authority over operation of the Facilities, subject only to the grant of use to **FIRST 5 MONO**

COUNTY as set forth herein.

- F. Compliance With Law.** **FIRST 5 MONO COUNTY** shall comply with all federal, state, and local laws, ordinances, codes, and regulations. **FIRST 5 MONO COUNTY** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate face masks/face coverings and sanitation practices, etc. **TOML** reserves the right to immediately revoke **FIRST FIVE MONO COUNTY'S** right to use of the facility should **FIRST 5 MONO COUNTY** fail to comply with any provision of this section.
- G. Maintenance of Facilities.** **TOML** shall be solely responsible for maintenance and repair of the Facilities. Notwithstanding the foregoing, **FIRST 5 MONO COUNTY** shall be liable for, and shall reimburse **TOML** for, all maintenance and repairs to the Facilities which are the result of **FIRST 5 MONO COUNTY** negligence or misuse by any third party using the Facilities with **FIRST 5 MONO COUNTY** permission or consent. **FIRST 5 MONO COUNTY** will be responsible for the clean-up of the Facilities at the conclusion of their events.
- H. No Modifications or Alterations.** **FIRST 5 MONO COUNTY** shall not modify nor alter the Facilities in any way without the prior written consent of **TOML**.
- I. Indemnification. Assumption of Risk, Waiver, Release, and Hold Harmless.** In consideration for being permitted by the **TOML** to use the Facilities, **FIRST 5 MONO COUNTY** hereby waives, releases, and discharges any and all claims for damages, death, personal injury or property damage which **FIRST 5 MONO COUNTY** may have against the **TOML**, its officials, officers, employees, volunteers, and agents arising out of, related to, or in any way connected with the use of the Park Facilities. **FIRST 5 MONO COUNTY** further understands that accidents and injuries can arise out of use of the Facilities; knowing those risks, nevertheless, **FIRST 5 MONO COUNTY** hereby agrees to assume those risks and to release and hold harmless the **TOML**, its officials, officers, employees, volunteers, and agents who might otherwise be liable to **FIRST 5 MONO COUNTY**. It is further agreed that this waiver, release, and assumption of risk is to be binding on **FIRST 5 MONO COUNTY** and its officers and agents. **FIRST 5 MONO COUNTY** shall require all participants to sign a medical release and release of liability form before the season begins. Said release form shall name both **FIRST 5 MONO COUNTY** and **TOML** and shall be reviewed and approved by the **TOML** before distribution to participants.
- J. Insurance and Endorsements.** Prior to the signing of this Agreement, **FIRST 5 MONO COUNTY** will have provided and **TOML** will have reviewed **FIRST 5 MONO COUNTY** insurance and endorsements in order to determine the adequacy thereof. **FIRST 5 MONO COUNTY** shall:
- Maintain, at a minimum, general liability insurance coverage of \$1,000,000.00.
- Maintain such insurance in effect during the term of this Agreement.
- Have the **TOML**, its officers, employees, and agents named as additionally insured under all of such insurance prior to exercising any rights under this Agreement and provide Town with a certified copy of the rider or modification affecting such requirement. **FIRST 5 MONO COUNTY** shall also deliver a copy of all such policies to the **TOML** concurrently with execution of this Agreement.
- All of **FIRST 5 MONO COUNTY's** insurance policies shall be amended to provide that such policies shall not be terminated or canceled or coverage reduced or limited without prior written notice to **TOML**. If **FIRST 5 MONO COUNTY** fails to maintain insurance coverage for any period of time during the Term of this Agreement, it will be considered an incurable breach of this Agreement and the **TOML** may immediately terminate the Agreement.
- K. Utilities.** **TOML** shall furnish and pay for all utilities arising from **FIRST 5 MONO COUNTY's** use of the Facilities.

- L. **Right of Entry.** TOML, its officials, officers, employees, volunteers, and agents shall have the unrestricted right to enter and remain upon the premises for purposes of inspection, maintenance, and repair.

M. **Program Operation.**

FIRST 5 MONO COUNTY may operate its program at the identified Facilities Park from **February 27 to December 31, 2023** which may be changed or altered by agreement of the parties hereto.

“COMMUNITY CENTER”

February 27, 2023 – June 6, 2023

Mondays

9:30 a.m. – 11:30 a.m.

Free Weekly Peapod playgroups

Tuesdays

9:30 a.m. – 11:30 p.m.

OR

“SHADY REST PARK”

June 1, 2023 – September 230, 2023

Mondays

9:00 a.m. – 11:30 a.m.

Free Weekly Peapod playgroups

Tuesdays

9:30 a.m. – 11:30 a.m.

- N. **Unilateral Termination.** Either party may terminate this Agreement at any time without cause by written notice given to the other party.

- O. **Continuing Liability.** No termination or expiration of this Agreement shall release **FIRST 5 MONO COUNTY** from any liability or obligation hereunder resulting from any acts, omissions, or events happening prior to the termination or expiration of this Agreement.

- P. **Notices.** Should any notice be required, such notice shall be in writing and shall be delivered either in person at the normal offices of the other party, or, in the alternative, it may be given by depositing such notice in the United States mail, postage fully prepaid thereof, and addressed to the parties as follows:

Town of Mammoth Lakes:

c/o Kat Kelly, Recreation Manager
Parks and Recreation Department
Post Office Box 1609
Mammoth Lakes, CA 93546

Mono County Office of Education:

c/o Molly DesBaillets, M.A.
Executive Director
PO Box 130
Mammoth Lakes, CA 93546

- Q. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Mono County, California.

R. Entire Agreement. This document contains the entire agreement between each of the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect, unless there is a subsequent modification in writing signed by the parties hereto or their successors in interest.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures hereunder effective on the date first above written.

Town of Mammoth Lakes:

FIRST 5 MONO COUNTY

By: _____
Katrina Kelly
Recreation Manager

By: _____
Molly DesBaillets
Executive Director

Date: _____

Date: _____

First 5 Mono

Welcome Baby & Healthy Families: Parents as Teachers Affiliate

Policies and Procedures



July 2023

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SECTION 1. ORGANIZATIONAL INFORMATION

Organization

- Host organization: First 5 Mono
- Affiliate name: First 5 Mono

First 5 Mono Vision Statement

All Mono County children will thrive in supportive, nurturing, and loving environments, enter school healthy and ready to learn, and be capable of reaching their full potential.

Affiliate Plan

- First 5 Mono: Welcome Baby! and Healthy Families program uses its Parents as Teachers (PAT) Affiliate Plan to guide the implementation of the PAT model and as a continued resource. The Affiliate Plan is updated as needed to reflect changes in the service population and organization.
- The most recent First 5 Mono PAT Affiliate Plan was approved by Parents as Teachers National Center: November 8, 2019

Advisory Committee

- PAT advisory committee participants are comprised of the First 5 Mono Commissioners and will include but are not limited to representatives from education, behavioral health, public health, social work, medical providers, community-based organizations, library services, and other interested parties.
- The goal of the committee will be to provide advice to the local PAT program, help expand the reach of the program, and collaborate on joint initiatives.
- Meetings are held quarterly (four times a year).
- The First 5 Mono Commission is a venue to communicate the program overview and sustainability needs, maintaining the program's standards and model fidelity, identifying gaps in services, and working toward solutions to address those gaps.

SECTION 2. INTAKE and ENROLLMENT POLICY

Policy: First 5 Mono's Parents as Teachers (F5M PAT) program is dedicated to serving all families within Mono County. Recruiting and enrolling families in a coordinated manner is the first step to engaging families in services. The next step is to promptly respond to inquiries/referrals and completing an initial visit to engage the families and answer their questions. It is the policy of F5M PAT that there be ongoing recruitment activities for new families. The Executive Director assumes lead responsibility for the recruitment of new families. Program staff, funders, and advisory board members will support the Executive Director in these activities as required.

Procedures:

Service population

- F5M PAT affiliate serves families with children prenatally to formal learning entry (preschool, transitional kindergarten, or kindergarten) that reside within Mono County. If caseloads exceed staff capacity, families enrolled in special needs services will be placed on a waitlist. Eligibility criteria is explained further in part c of this section.

Duration of services

- The affiliate is designed to provide services to families for at least two years. The affiliate operates year-round.

Eligibility criteria and process for determining eligibility

- All families served must reside within Mono County and have a child within the specified age category.

Intake process steps

- As referrals are received, the supervisor will assign them to a home visitor. To determine assignment, the supervisor assesses the caseload sizes of staff, reviews parent educators' background and expertise with family characteristics, and the families' location and selects an available parent educator that best fits the family.
- Within 3 business days of a referral, a home visitor will contact the family. Within 2 weeks after a family has been referred to or contacts the program, the home visitor inputs the family in Visit Tracker.

Keeping and managing a wait list

- If all parent educators have full caseloads, the supervisor will inform the family that services cannot be provided right away. The supervisor will also ask if they wish to go on the waitlist. Families on the waitlist are also invited to group connections. Once a parent educator has an opening, the supervisor assigns the family to his or her caseload and within 3 business days the parent educator schedules the first visit.

Required outreach and steps to take to engage families that have not responded (before any visits)

- The parent educator assigned to the family has up to 3 business days following assignment to contact the family and schedule the first visit.
- The parent educator will attempt contact once a week for 30 days (both by text and phone call).
- The parent educator documents all contact attempts (prior to enrolling) in Visit Tracker.
- If there is no response upon the final attempted contact, the family will be exited.

Expected timeframe for first foundational visit

- The first foundational visit is expected to take place within one month of the parent educator contacting the family.

Consent for services/enrollment

- The family is considered active in PAT services once the parent(s) have signed the PAT Participation Agreement and Consent for Services. A family's official enrollment date is the date the first foundational visit is completed.
- On the first visit, the parent educator reviews the F5M PAT Participation Agreement and Consent(s) for Services with the family and encourages the parents to ask any questions they may have about the consent. If one parent signs, services can be provided. The parent educator also signs this form, signifying that both parties agree with the terms.
- On the first visit, participation expectations are discussed.

- On the first visit, the parent educator emphasizes that this is a collaborative program where participation is expected from all parties and explains how missed visits are handled.
- To best serve the family, the parent educator asks and discusses with the family during the first visit why they are choosing to participate and what they hope to get out of services.
- In addition, the parents' option to discontinue services at any time is reviewed with the consent form.
- The parent is encouraged to share his/her concerns with the parent educator but is told they can contact the affiliate supervisor if that feels more comfortable. The parent is informed as to how to get in touch with the affiliate supervisor.
- Enrolled parent(s) are asked to sign the PAT Participation Agreement and Consent for Services annually (every July or upon lapse of the existing agreement) to reestablish their commitment to the services. The parent educator also signs the form annually.
- Parents will be given a copy of the PAT Participation/Consent Agreement.
- When the Consent has been signed, the parent educator will enter the date in the family's service file in Visit Tracker.

SECTION 3. Services Provided to Families Policy

Policy: F5M PAT is committed to providing high-quality services to families that include the 4 components of the PAT model: personal visits, group connections, screening and resource network, accompanied by family-centered assessment and goal setting.

Procedures:

Family Centered Assessment:

- Parent educators complete the PAT Family-Centered Assessment Synthesis Record in Visit Tracker (within 120 of enrollment) for each family based on the information gathered through the following:
 - First 5 Mono Enrollment (meets requirements for: Family Intake Record, Family Information Record, and Child Information Record)
 - Parent/Guardian Information Record
 - Depression and intimate partner violence screenings (HITS)
 - Personal visit records
- A new synthesis record is completed annually thereafter (September).

Goal setting and review of progress:

- The primary sources of information for goal setting are the Family-Centered Assessment Synthesis Record, child screening results, and family interests.
- In addition to the information gathered through completing the Family-Centered Assessment Synthesis Record, enrolled family members are asked about supports they need and personal interests for growth.
- From there, the parent educator works with the family to identify a goal related to parenting, child development and/or family well-being.
- It is important that any goal that is set has full buy-in from the parent. The parent educator helps the parent form a goal statement that is measurable and has a clear timeframe.
- At least one goal is set with the family within 90 days of enrollment.
- Each goal is recorded using the Goals Record in Visit Tracker, including a goal statement, specific steps the family will take to achieve the goal, and resources needed to accomplish the goal.
- The Goals Record is updated whenever the status of the goal changes (e.g., achieved, abandoned, etc.).
- Progress on goals is reviewed at least quarterly and documented with a date and progress note in the Goals Record within Visit Tracker.
- As goals are achieved or abandoned, new goals are developed.

Personal visits:

- F5M PAT's maximum caseload size for full time parent educators: 30 families
- The affiliate uses PAT Foundational Curricula 1 and 2 to design and deliver visits.
- When planning visits, the PAT Foundational Visit Plans and the PAT Personal Visit Planning Guide are individualized based on the family's interests, needs, culture, language, and learning styles.
- A PAT Foundational Visit Plan or the PAT Personal Visit Planning Guide is fully completed in Visit Tracker before each visit.
- Visits are provided every other week for families with 2 or more family stressors and at least monthly for families with one or fewer family stressors.
- The F5M PAT affiliate uses the following strategies to promote consistent participation in

visits:

- clearly explaining during the first visit the benefit of frequent visits for the family
- rescheduling missed visits within the same month
- The majority of visits take place in the home but there are spaces in the County Libraries where visits can occur if there are safety concerns, or if the family requests an out of home visit for a limited time.
- A family's temporary residence, possibly a shelter or a friend or relative's home, is considered to be their home environment.
- The typical visit length for a family with one enrolled child is 60 minutes, and 90 minutes for a family with multiple enrolled children.
- The parent educator sends a text one business day before the visit, letting the family know that they are looking forward to seeing the family at that date/time.
- If a parent educator has to cancel or reschedule, they must provide the family with at least 24 hours' notice.
- Parents are also expected to provide 24 hours' notice if they must cancel.
- If a family cancels the visit or is not present in the home when the parent educator arrives, the parent educator will follow up with the family within one business day to find a date/time to reschedule.
- The parent educator is expected to reschedule the visit for the earliest time that works for the family and the parent educator.
- When a personal visit is cancelled or re-scheduled, the parent educator adjusts that personal visit's event status in Visit Tracker to reflect the change.
- Once a visit is completed, it must be documented using the Personal Visit Record in Visit Tracker within 3 business days.

Group Connections:

- The affiliate provides at least 12 group connections per year (one per month).
- Group connections can occur at a variety of times and days, including afternoons, evenings, and weekends.
- A general plan for the topics and formats of the upcoming group connections is discussed and written down during the staff meetings twice a year.
- Group connection topics are identified utilizing funder requirements, family feedback, and attendance data from prior groups, trends and needs identified through Visit

Tracker reports, and ideas from parent educators and the supervisor.

- Across the program year, groups address parent-child interaction, development-centered parenting and family well-being. Formats include family activity, ongoing group, presentation, community event and parent café.
- Groups are publicized through flyers, text messages, emails and personal invitations from the parent educators.
- Parent educators take the lead in facilitating group connections.
- The PAT Group Connection Plan is used to document both the planning of the group, and to record what actually took place for at least 3 group connections per parent educator per year.
- The parent educator facilitating the group connection completes the planning portion of this record at least 2 weeks prior to the group connection date and the record portion (what took place) within 3 business days after the group connection.
- A sign in sheet is used to record participation.
- For a group connection to count, a minimum of one family must have attended.
- Feedback on groups is gathered at the end of every group connection, using a survey that accommodates a variety of literacy levels.

Child screening and referral:

- Parent educators engage in both development surveillance (monitoring) using the CDC Milestones, and formal screening using the ASQ-3 and ASQ-SE with all enrolled children.
- In addition, the PAT Child Health Record is used to review the overall health, hearing and vision of each enrolled child.
- Developmental surveillance using the Milestones is done on an ongoing basis. Parent educators review the Milestones before each visit to help inform and plan the visit.
- Following each visit, parent educators update the PAT Milestones in Visit Tracker with any emerging and achieved milestones for each enrolled child within 3 days of their personal visit.
- Parent educators use the Milestones to track the child's development over time and identify potential red flags. Parent educators follow up on potential red flags identified through the Milestones with their supervisor and the family in a timely manner.
- A complete developmental screening using the ASQ3 and ASQ-SE is done for the first time within 90 days of enrollment for all enrolled children or within 90 days of delivery, if

enrolled prenatally.

- Children born 3 or more weeks before their due date are considered premature. To determine the appropriate ASQ questionnaire to administer, calculate the child's adjusted age by subtracting the number of weeks premature from the child's chronological ages.
- The ASQ-3 and ASQ-SE are then completed annually (July), or more often if necessitated by screening results.
- The ASQ-3 and ASQ-SE are completed by the parent and the parent educator is there to help understand items and provide support as needed.
- The parent educator reviews the results of the ASQ-3 and ASQ-SE with the family at the following visit, discussing the results with sensitivity.
- Developmental screening results are recorded on the screening instruments and entered in Visit Tracker within 3 business days of completion.
- The PAT Child Health Record which covers health, hearing and vision review is also completed for each enrolled child within 90 days of enrollment or within 90 days of delivery, if enrolled prenatally.
- This record is completed through discussion with the family during one or more personal visits. Throughout the year, health information (such as well child visits, immunizations, emergency room visits, etc.) is added to that year's Child Health Record.
- A new Child Health Record is done annually (July) for each enrolled child.
- Three date fields must be entered to indicate that the Child Health Record has been completed: date health review completed, date hearing review completed, date vision review completed.
- The health, hearing and vision information should be entered into Visit Tracker within 3 business days after the parent educator has discussed the corresponding items with the parents.

Referral/Resource Connection:

- If the child's scores on an ASQ falls within the black area, or if two scores fall within the grey area, the family is referred to the early intervention provider or school district for further assessment. A referral is also made if requested by the parent.
- The parent educator works to ensure the family is connected to appropriate resources and offers continued support to the family to help ensure they follow through with the resource connections.

- Parent educators can request to be invited to the Individual Family Service Plan (IFSP) or Individualized Education Program (IEP) meetings.
- If any of the parents' responses to the health, hearing, or vision review warrant follow-up, the parent is advised and encouraged to schedule an appointment with their pediatrician for further assessment and recommendations.

Resource connection and follow-up:

- Families are provided with resource connections from as early as the first visit based on their interests and needs.
- It is expected that each family is provided with at least one resource connection within the first 90 days.
- At a minimum, at least one additional resource connection is provided to the family annually thereafter. However, it is important to note that in practice, this typically occurs at least monthly.
- Resource connections are documented in Visit Tracker in the Resource Connections Record within 3 business days from when the resource is discussed with family.
- The Resource Connections Record is updated whenever the status of the resource connection changes (e.g., contact attempted, services initiated, etc.). A progress note is entered at least quarterly for active resource connections.
- Parent educators are expected to follow up with the family on the next visit after a resource connection has been discussed to see what contact and progress has been made.
- The parent educator communicates and coordinates with other services the family is involved with at the request of the family, or when the parent educator believes it would be beneficial, after getting written permission.

Section 4: Family Engagement and Retention

Policy: Families benefit most from PAT services when they are actively engaged with the program. It is recognized that high stress environments can make active and consistent engagement in services more challenging. The F5M PAT program is dedicated to actively facilitating families' ongoing participation and input into services. In addition, the F5M PAT program strives to re-engage families that have lost contact and welcomes families back into the program.

Procedures:

- A. Steps that parent educators take to reengage families after gaps in services, or when scheduled visits are missed:
- Initially, all visits are scheduled on a consistent day and time. (e.g., every other

Wednesday at 10:00am)

- To prevent missed visits, the next visit date is confirmed with the family at the prior visit and a text or phone call reminder is made 24 hours before the visit. This text or phone call indicates that the parent educator is looking forward to the visit on (date) and (time).
- If a visit is missed, the parent educator contacts the family to schedule a follow-up visit. This contact should be made within 24 hours, starting first with the family's preferred method of communication, and then using other contact information as necessary.
- If two consecutive visits are missed and the parent educator is unable to get in touch with the family, the parent educator will inform the supervisor.
- Missed visits should be documented in Visit Tracker by the parent educator including explanation of who cancelled the visit and/or the reason the visit was missed.
- A weekly contact will be made for 30 days (both by text and phone call) to a family that has missed consecutive visits. All contact attempts are documented as a phone call or text "direct event" in Visit Tracker.
- If there is no response upon the final attempted contact, the family will be exited in Visit Tracker.
- The date of the last outreach attempt is entered into the Exit field of the Family Information Record in Visit Tracker, along with the exit reason.

Ongoing engagement strategies:

- At the closing of each visit, parent educators evaluate and look ahead with the parents by asking "How do you think our time went together today?" and "Which part of our visit will be most valuable?"
- Parent educators also regularly engage parents in planning for subsequent visits.
- Parents complete Parent Satisfaction feedback surveys annually
- At the program level, the supervisor and parent educators review and discuss parent feedback from group connections and the Parent Satisfaction Survey to consider how services could be strengthened or adjusted to further meet family's needs and interests.

Maintaining services to families when there is staff turnover:

- In the case of a parent educator's planned departure, every effort will be made to have the new parent educator and departing parent educator meet together with the family at a personal visit.
- If this is not possible, the supervisor will assign a new home visitor to contact the family to explain how they will continue to receive services.

- If a parent educator leaves without transition time or must take an extended leave, the supervisor will use Visit Tracker to reassign the parent educator's families among the other parent educators that have availability on their caseload.
- A family is not placed on hold when there is staff turnover or absence (e.g., maternity leave, medical leave).

Section 5: Transition Planning and Exit Policy

Policy: The F5M PAT program is dedicated to a smooth transition out of the program when services are complete. This includes supporting the family to maintain connections to resources and supports in the community.

Procedures:

Exit criteria, including when and how to exit a non-participating family:

- Exit from the program may be planned or unplanned. Reasons for a planned exit include but are not limited to the family moving outside of the County or completing the program when the youngest child in the family begins preschool or kindergarten.
 - Incomplete information and documents must be completed in the records
 - Within 3 days of a family's exit, the parent education enters the exit date and reason for exit on the Family Information Record and Child Information Record in Visit Tracker.
 - A particular child may exit the program because of his/her age while the family remains involved due to a younger child or children. In this situation, the child's exit date and reason must be entered into the Child Information Record in Visit Tracker.
 - If a family misses two consecutive visits and does not respond within 30 days to repeated attempts by the parent educator to contact them, the family will be exited.
 - In the unlikely event that funding ends and services can no longer be provided, the parent educators will connect families to other services and resources in the community and provide at least one transition/closing visit.
 - The Family Service and Exit Summary in Visit Tracker serves as both a contact history/service summary and the exit record. This report can be run at any time.
- B. Transition planning (planned exits):
- Transition planning begins as soon as it becomes known the family is leaving the program, or in the case of a child aging out, at least 3 months prior to the exit date.

- F5M PAT uses the PAT Transition Record in Visit Tracker for planning and discussing the family's exit from services, involving all enrolled family members.
- Transition supports include updating and completing all PAT records.
- Transition supports and services should be considered for the family as a whole, including the parents and the child(ren).
- To assist families as they transition out of PAT, support may include but is not limited to continued connections to social and economic resources as well resources that build on what families have learned and gained in the program like library resources and playgroups.
- To assist parents, resources may include but are not limited to educational, vocational or health related services. To support the children, supports and services may include but are not limited to early intervention, preschool, child-care and healthcare.
- With written permission, the parent educator may contact community resources in order to support the family as they prepare to transition out of PAT services.

Section 6: Confidentiality Policy

Policy: Respect for families' rights and confidentiality are central to the relationship with the family. The F5M PAT program obtains families' consent for services, maintains confidentiality in accordance with legal requirements, and keeps families' information secure.

Procedures:

Confidential Information:

- F5M PAT shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through its programs or reveal any individual client information without the informed, written, reasonably time-limited consent of the person about whom information is sought.

Participant access to their records:

- As outlined in the PAT Participation Agreement and Consent for Services, parents have access to their family file.
- Paper printouts of the records within Visit Tracker and the paper file are provided upon request.

Release or exchange of information:

- Before communication and exchange of information occurs with a community provider or organization, written permission to exchange information is obtained from the parent, using the PAT Permission to Exchange Information form.

- Each permission to exchange information is for a specific agency or organization. The permission outlines the specific information that will be shared, and with whom it will be shared. The permission also states the time period for which it is valid and is signed by the parent.

Legal requirements to disclose information:

- During the consent process, the following is discussed and provided in writing to the parents/guardians:
 - with whom individual information provided by the family and information about services provided to the family may be shared
 - conditions under which the affiliate would release identifiable information outside of the program without written permission: to protect the parent or others from serious harm- for example, if a family member plans to harm him or herself, family member plans to harm another person, or if there are concerns about abuse or neglect of a child or elderly person, or if an affiliate must comply with a court order requiring the release of information.

Section 7: Data Collection and Documentation of Services Policy

Policy: Policy: Data collection and documentation of services are key to driving responsive, quality service delivery, and demonstrating outcomes for families. The F5M PAT program maintains comprehensive and up-to-date documentation of family information, service delivery, and additional evaluation data.

Procedures:

Data management system:

- The F5M PAT uses the Visit Tracker database for all records.

Data collection timelines:

- See Appendix A

How long records are kept, how they are kept secure & how they are destroyed:

- Electronic records are kept indefinitely; they are housed in a web-based system.
- Any paper forms or documents are saved for 5 years, then destroyed.

How & when file reviews are done:

- As outlined in the PAT Visit Tracker Quality Assurance Blueprint, the supervisor and parent educators use the Service Alert Report in Visit Tracker to monitor that information is being entered and services are being delivered as expected.
- In addition, the supervisor also uses the Visit Tracker Report to ensure that family information has been gathered and entered as expected. Any issues identified by the

review of these reports is followed up on with the parent educator.

- The supervisor also reviews the quality of documentation in at least one family file for each parent educator quarterly using the PAT File Review Tool.
- Additional monitoring and file reviews are completed periodically for all parent educators.

B. Outcomes that are measured:

- F5M PAT focuses on two key outcomes: kindergarten readiness as determined by the Kindergarten Observation Form conducted by Kindergarten teachers and breastfeeding rates.
- Various progress and outcome reports are generated upon request by funders

C. Continuous quality improvement:

- F5M PAT engages in both ongoing quality assurance and continuous quality improvement (CQI). Quality assurance is carried out using the QA Blueprint (Visit Tracker version) and includes but is not limited to:
 - Monitoring the timeliness, amount, and frequency of services that families are receiving
 - Monitoring attrition rates
 - Observing parent educators deliver personal visits and group connections
 - Reviewing family files
 - Monitoring the implementation of supervision, staff meetings, core-competency assessments and performance reviews
 - Reviewing data, family feedback, and policies/procedures
- The supervisor follows up on information and data from quality assurance activities, both at the individual level with parent educators, and at the program level. At the program level, follow up may include but is not limited to staff skill building, clarification of processes, and refinement of policies/procedures.
- F5M PAT uses data and information from program operations, service delivery, quality assurance, and evaluation to identify areas for Continuous Quality Improvement (CQI). The supervisor and parent educators make up the team tasked with implementing CQI, using the Plan-Do-Study-Act (PDSA) method. The advisory committee, provides input into CQI topics and strategies to test in PDSA cycles. F5M PAT uses the Parents as Teachers PDSA worksheet to guide and document CQI work.

Section 8: Orientation and Training for New Staff Policy

Policy: Ongoing training and professional development provide a strong foundation for

the work of parent educators. The F5M PAT program develops the skills and knowledge base of new parent educators through comprehensive training and coaching.

Procedures:

Required training before delivering services to families:

- Prior to Foundational and Model Implementation (FMI) training, the supervisor will review and discuss the following with all newly hired parent educators: the affiliate plan, model components, and Essential Requirements.
- In addition, new parent educators will shadow at least 1 personal visit prior to Foundational and Model Implementation (FMI) training.
- All newly hired parent educators must complete Foundational and Model Implementation (FMI) Training before delivering services to families.
- All parent educators must complete Foundational 2 (FMII) Training before delivering services to families with children between ages 3-5 years old.

New staff orientation:

- New hires attend F5M PAT New Parent Educator Orientation.
- In addition, the supervisor reviews and discusses the F5M PAT program policies and procedures in detail with the new parent educator.
- In addition, the affiliate's protocols related to child abuse and neglect mandated reporting are reviewed.
- Following FMI training, the supervisor provides an in-depth introduction to the PAT Visit Tracker data system and guides the parent educator as they begin entering live data into the Visit Tracker system.

Additional training/professional development:

- The supervisor provides more frequent supervision during the new parent educator's first 6 months of employment.
- Each full time parent educator participates in two hours of reflective supervision each month and each part-time parent educator participates in one hour of reflective supervision a month.
- Each staff member must complete at least twenty hours of approved professional development each year.

B. Shadowing:

- Within the first 6 months, the newly hired parent educator shadows a more experienced parent educator on personal visits.
- The new parent educator also attends the group connections during this time to observe and assist as appropriate.

Observations:

- New parent educators are observed by the supervisor delivering a personal visit within 6 months of FMI training and again at one year, using the PAT Personal Visit Observation Tool.
- Verbal feedback may be given directly following the visit if possible. In addition, written and verbal feedback is provided at the following supervision session.

Section 9: Supervision and Professional Development

Policy: Reflective supervision and professional development are integral to developing and retaining high quality staff, preventing burnout, and reaching outcomes set for the affiliate and for families. Parent educators participate in regular reflective supervision and obtain ongoing professional development.

Procedures:

Number of parent educators that report to each supervisor:

- The F5M PAT is led by one supervisor
- Currently, five parent educators report to the supervisor.

When/how reflective supervision for parent educators takes place, as well as what is covered during reflective supervision:

- The affiliate supervisor provides individual reflective supervision to each parent educator once monthly for two hours. If a session must be cancelled, every effort is made to reschedule it for the same week.
- General content covered includes but is not limited to: -Individual family struggles, challenges, and celebrations

-Parent educator's reflections on their experiences working with the families on their caseload

-Questions/guidance regarding the Foundational curricula, e.g. activities, resources, materials, etc.

-Ethical concerns and role/ boundaries as a parent educator

-Building skills as a parent educator

-Caring for one's own well-being and preventing burn-out

-Use of the data system

-Data driven practice

- Each individual supervision session is recorded by the affiliate supervisor using a Reflective Supervision document.

Frequency, length & general content of staff meetings:

- The supervisor leads affiliate staff meetings once monthly, for 2 hours each, with all parent educators. Over the course of a program year, staff meetings address:

-administrative issues

-sharing of data system reports for review and discussion of implementation and outcomes

-case discussion, highlighting celebrations and challenges from the parent educators

-sharing of ideas among parent educators

-skill/team building

-annual review/training of policies, procedures, and protocols

- Staff meetings are documented by the supervisor using agendas. Staff in attendance are recorded.

Observation of 2nd year+ parent educators:

- Each parent educator in their second year of employment or beyond is observed delivering a personal at least once per year, using the PAT Personal Visit Observation Tool. Verbal feedback may be given directly following the visit if possible. In addition, written and verbal feedback is provided at the following supervision session. The observation is recorded and the completed Personal Visit Observation Tool is completed and shared with the Parent Educator.

Annual performance reviews and ongoing professional development:

- The parent educator and supervisor discuss his/her core-competencies self-assessment annually.
- All parent educators participate in at least 20 hours of professional development annually in accordance with PAT National Center renewal expectations.

- Both the affiliate supervisor and parent educators identify and share information about professional development opportunities. When parent educators have gone to a training, they discuss what they learned at the next staff meeting.
- The affiliate supervisor monitors parent educator participation in professional development, checking in during reflective supervision at least quarterly regarding completion of professional development.
- Annual review and training on the Child Abuse and Neglect protocol take place during staff meetings. In addition, training on topics pertaining to diversity, equity and inclusion, along with caregiver/child health and wellness occur annually.
Documentation of staff meetings, supervision, observations & professional development:
- See Appendix A

Section 10: Parent Educator Safety

Policy: Maintaining staff safety is of paramount importance to the F5M PAT program. To this end, supervisors and parent educators must be well informed about and utilize strategies designed to promote staff safety. An overarching principle about parent educator safety is for parent educators to listen to their instincts about their sense of safety and to involve their supervisor to help address any concerns. This may include, but is not limited to, being accompanied on a visit, and if necessary, relocating visits to the office or another public space.

Procedures:

Training on parent educator safety:

- Strategies and issues regarding staff safety are regularly discussed in staff meetings. At least annually, a staff meeting will be dedicated to training on safety focused topics selected with input from staff. Initial topics may include personal safety, self-defense, and de-escalation techniques.

Sharing of schedules and communication while in the field:

- Parent educators are expected to maintain an up-to-date calendar in Visit Tracker, which is visible to the supervisor.
- All visits must be visible in Visit Tracker.
- All parent educators (and the supervisor) have been provided a stipend for a cell phone.
- All cell phones must be charged, on, and accessible Monday through Friday from 8am-5pm, and when providing evening and weekend visits.
- If contacted by the supervisor or another parent educator, the parent educator is expected to respond as soon as possible, but no later than the end of the day.

- If the parent educator has a late-night visit or a visit in an area with safety concerns, the parent educator contacts the supervisor before the visit and confirms the time and location of the visit, and then contacts the supervisor again when leaving the visit.
- In case of an emergency, the parent educator contacts the proper authorities and then calls the affiliate supervisor directly after.

Outdoor safety and travel:

- Parent educators should get clear directions for where they are going and map out the safest, most direct route ahead of time.
- Purses or personal bags should be put in the trunk of the car before leaving the building or locked up in the desk at the office.
- The parent educator parks as close to the home as possible and keeps the car locked.
- It is important that parent educators are organized ahead of time so that when they arrive, they are not spending time getting things together.
- Parent educators should be vigilant about their surroundings, paying attention to possible risks in their environment.
- If necessary, parent educators ask the parent to escort them in and out of the home.
- A parent educator should not enter a home if there is yelling, screaming, breaking glass, etc. coming from within. If this is the case, once in a safe location, he/she should call the police and his/her supervisor.
- Parent educators need to be aware of all exits from the home and the fastest route to their car.

Safety during personal visits:

- Parent educators should not wear or bring valuables on a visit, should wear comfortable clothing and shoes that allow them to move easily, and carry identification on their person.
- Visits should take place in common areas of the home, such as the living room or kitchen.

- Parent educators refrain from touching or petting animals. If a parent educator feels unsafe around a family pet, he/ she will ask if the pet can stay in another room. If the parent is unwilling to do so and the parent educator feels endangered by the animal, he/she should leave the visit.
- If a parent, guardian, or caregiver in the home is agitated or aggressive, the parent educator may attempt to de-escalate the situation if he/she feels comfortable doing so and is not in immediate danger.
- If the parent educator is not able to de-escalate or does not feel safe in attempting to do so, the parent educator leaves immediately, as calmly as possible, and contacts the police and then the affiliate supervisor to determine if a CPS call should be made. As soon as possible following this incident, the parent educator contacts the family to check on their safety.
- If a parent educator observes what appears to be illegal activity in the home such as the sale or manufacturing of drugs, or a significant safety concern such as a gun that the parent declines to lock up, they leave the home as quickly and calmly as possible. The parent educator then immediately contacts the supervisor and determines the authorities that need to be contacted (such as the police and/or child abuse/ neglect hotline).
- As a reminder, if for some reason the supervisor cannot be reached, parent educators should ensure that they fulfill their mandated reporter responsibilities whenever it applies to a situation.

Communicable disease precautions:

- Parent educators wash their hands or use hand sanitizer before and after each visit to help prevent bringing germs into the family's and their own homes.
- If the parent educator observes evidence of a pest control problem in the home, they should use a mat for the visit activities and then place the mat in the trunk of the car after the visit.
- Materials that the parent educator takes to and from visits should be regularly disinfected.

Guidance around preparedness:

- Whenever F5M PAT services are disrupted (this can include but is not limited to natural disasters, environmental issues, and health crises), every effort will be made to continue the services and supports the program provides to our families.
- The safety and well-being of both the staff and families served will be made a priority. If allowed by Parents as Teachers National Center, virtual visits will be offered to families during such a crisis. F5M PAT will also follow any guidelines from local, county, state, and national officials.

Section 11: Mandated Reporter Policy

Policy: The F5M PAT program staff, interns, and other representatives of the program must report any suspected child abuse and/or neglect of agency clients or program participants immediately. All such suspected reports must be made to appropriate state and/or local authorities. Program staff must follow the mandatory reporting of child abuse and neglect procedure.

All employees of the F5M PAT program are required to undergo training as to what constitutes child abuse and neglect, what the state statutes are, and how to properly report such cases.

Procedures:

CPS Reports:

- As mandated reporters, parent educators are required to report a suspicion of child abuse or neglect. Mandated reporters report the facts and circumstances that led them to suspect a child has been abused or neglected. You do not have the burden of providing proof that abuse or neglect has occurred.

Section 11: Transportation

Policy: F5M PAT staff will use personal vehicles for all work-related travel. Mileage reimbursement will be made when using a personal vehicle for work related purposes. Transportation will not be provided to clients.

Appendix A

Data Collection and Documentation of Services Table

Area	Report/Form Titles	When Completed	Who Completes	Where item is stored
Affiliate File				
Affiliate Plan	PAT Affiliate Plan	Every 5 years after initial approval by Parents as Teachers National Center	Supervisor	Visit Tracker
Advisory Committee	Advisory Committee Minutes	Quarterly	Supervisor	Google Drive
Staff Meeting	Staff Meeting Minutes	Monthly	Supervisor	Google Drive
Group Connection Observation	Group Connection Observation Records	Twice annually	Supervisor	Google Drive

Area	Report/Form Titles	When Completed	Who Completes	Where item is stored
Affiliate File (continued)				
Continuous Quality Improvement	PDSA Worksheet	At least one annually	Supervisor	Affiliate File
Parent Educator File				
New Parent Educator Orientation	Annually		Supervisor	Paper file
Personal Visit Observation	PAT Personal Visit Observation Tool	Within one month of starting visits and annually thereafter	Supervisor	Paper file
Reflective Supervision	Reflective Supervision Notes	Monthly	Supervisor	Paper file
Core Competencies	Core Competencies Self-Assessment Tool	Annually	Parent Educator	Paper file

Area	Report/Form Titles	When Completed		Who Completes	Where item is stored
Family Service File					
Intake and Enrollment Documentation	Family Record & Demographics (completed for each family member that is enrolling and additional family members as desired)	Started once contact is made and completed by the end of first visit	Updated when something changes such as marital status.	Parent educator	Visit Tracker
	Participation Agreement/Consent for Services	Completed by the end of first visit.	Reviewed and re- signed annually.		Paper file and recorded in Visit Tracker
	Permission to Exchange Information	After the first developmental screening pediatrician	Each time communication is needed with an additional agency.		
Family Snapshot Documentation	Family Information Record	Within 90 days of enrollment.	Reviewed with the family at least annually thereafter, adding/ updating information. Date of annual review must be entered. Also updated whenever	Parent educator	Visit Tracker
	Child Information Record				

	Parent/Guardian Information Record (for each enrolled parent/guardian)		PE becomes aware of a change in the information.		
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Area	Report/Form Titles	When Completed		Who Completes	Where item is stored
Family Service File (continued)					
	Family Centered Assessment Synthesis Record	Within 120 days of enrollment.	Completed at least annually thereafter within 30 days of the date of the prior FCA Synthesis Record.	Parent educator	Visit Tracker
Goals Documentation	Goals Record	Within 90 days of enrollment.	Updated when goal status changes. A progress note is also entered when goal status changes or at least monthly. Additional goals are added as they are set.	Parent educator	Visit Tracker

Area	Report/Form Titles	When Completed		Who Completes	Where item is stored
Family Service File (continued)					
Personal Visit Documentation	Foundational Visit Plans	Prior to the first 8 visits.		Parent educator	Visit Tracker
	Personal Visit Planning Guide	Once all 8 PAT Foundational Visit Plans have been delivered.	Completed prior to each personal visit.		
	Personal Visit Record	Following the first Foundational visit.	Completed within 3 business days following every visit.		
Developmental Surveillance and Screening Documentation	CDC Milestones (for each enrolled child)	Following the first Foundational visit.	Reviewed to inform planning prior to each visit and updated after each visit whenever there is a newly emerging or achieved milestone	Parent educator	Visit Tracker
	ASQ-3 (for each enrolled child) ASQ-SE (for each enrolled child)	Within 90 days of enrollment or birth.	Every year		

Area	Report/Form Titles	When Completed		Who Completes	Where item is stored
Family Service File (continued)					
Developmental Surveillance and Screening Documentation (continued)	Child Health Record (for each enrolled child)	Within 90 days of enrollment or birth	Additional healthcare (e.g., Dr. visits, immunizations) throughout the year is added to that year's health record. A new Child Health Record is completed annually within 30 days of the date of the prior Child Health Record.	Parent educator	Visit Tracker
Resource Connection Documentation	Resource Connections Record	At least one resource connection is made within 90 days; documented within 3 business days from when resource is discussed with family.	Updated whenever the resource connection status changes. Progress note is entered when status changes or at least monthly. Additional resource connections are added to the Resource Connections Record over time.	Parent educator	Visit Tracker

Area	Report/Form Titles	When Completed		Who Completes	Where item is stored
Family Service File (continued)					
Parenting Outcomes and Participant Satisfaction Documentation	Child Health Record-postpartum healthcare visits, well child visits, and breastfeeding rates	Within 90 days of birth or enrollment.	Additional post- partum healthcare, well-child visits and breastfeeding information are added during the year and when a new record is completed annually.	Parent educator	Visit Tracker
	PICCOLO	Within 120 days of enrollment.	Annually		
	HITS	Once			
	Parent Satisfaction Survey	Annually		Parents	F5M computer
Contact/Service History, Exit and Transition Documentation	Transition Plan Record	Started 3 months before a planned exit or if less than 3 months, as soon as the PE becomes aware that family is exiting.	Added to as further discussion of the transition out of services occurs, until the family's exit.	Parent educator	Visit Tracker

Area	Report/Form Titles	When Completed		Who Completes	Where item is stored
Group Service File					
Group Connection Records	Group Connection Planning Guide and Record	Planning guide portion is completed at least 2 weeks before the group.	Record portion is completed within 3 business days after the group.	Parent educator(s) or supervisor facilitating that group	F5 Office

Appendix B

First 5 Mono Parent as Teachers Missed Visit/Hold Agreement

Missed Visits

- To prevent missed visits, the next visit date is established with the family at the prior visit and a text or phone call reminder is made 24 hours before the visit. This text or phone call indicates that the parent educator is looking forward to the visit on (date) and (time).
- If a visit is missed, the parent educator contacts the family to schedule a follow-up visit. This contact should be made within 24 hours, starting first with the family's preferred method of communication, and then using other contact information as necessary.
- If two consecutive visits are missed and the parent educator is unable to get in touch with the family (through preferred contact method), the parent educator will attempt to contact the parent through other contact methods provided during intake or enrollment. It should be noted that the parent is asked to provide alternative contacts but is not required to do so.
- The parent educator will attempt contact three times (both by text and phone call) to a family that has missed consecutive visits. All contact attempts are documented as a phone call or text "direct event" in Visit Tracker.
- If there is no response upon the final attempted contact, the family will be exited from the program.

Hold

- The hold period can be initiated by the family and must be:
 - planned in advance
 - for a time period of no more than 6 months
 - approved by the supervisor
- Families may not be placed on hold due to absence or unavailability of a parent educator to provide services (e.g., due to extended leave, absence, termination, or resignation).
- If for some reason the family does not resume services as planned, they are exited from the program. The family's case will be closed if the family indicates they want to stop services or 90 days have passed since the hold started.
- Examples of situations in which the family is placed on hold are when a family is dealing with a serious medical condition and cannot participate in visits for a period of time, or when a family is traveling for a few months.

Appendix C

Professional Ethics Scenarios

1. Are we able to give parents and children rides? No
2. What are the rules when we see our families in public places?
This depends on the family. Typically, we will let them approach us first. We can ask families how they would like us to interact with them if we see them in public. We want to honor the family's confidentiality.
3. If a family identifies a need, for example a lamp, can I donate a lamp from my home?
No, ask the supervisor if program funds can be used for needed items
4. What if I am invited to a child's birthday party? What is our policy on attending family events? No, we can review those policies with the families when we first meet them, that way we avoid anything uncomfortable. We cannot buy gifts for children or accept gifts from families.
5. Can social workers choose the parent educator they want for a particular family? No, the supervisor makes those assignments.
6. What if the parent fails to take the child to get medical care/ see a doctor if needed?
What is the amount of time we should expect the parent to take action?
We will address each of these situations on a case-by-case basis. We track well child visits and immunizations for each child we work with. These are ongoing conversations we have with families. If you ever have a concern, talk to your supervisor and we will come up with a plan.
7. Can we purchase things (or services) from families we work with or can we sell things to them? No
8. Can I be friends with families on social media?
Highly discouraged while they are still receiving our services.
9. Can I take my children on my home visits? No
10. Can I work with families outside of typical work hours?
Yes, only with prior approval from your supervisor. Remember, you are a representative of F5M not independent contractors.
11. Can we have playdates with our children/grandchildren and the families we work with?
No
12. Can we babysit the children we work with? No

13. Can parents we work with babysit our children/grandchildren? No

Appendix D

First 5 Mono's Confidentiality Agreement

It is the policy of First 5 Mono (F5M) to protect the confidentiality and privacy of those who seek services and to hold confidential all personally identifying or individual information, communications, observations, and information made by, between, or about service participants, including the identity of service participants. The Board and all agents, employees, consultants, and volunteers are charged with maintaining the confidentiality of service participants. F5M shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through its programs or reveal any individual client information without the informed, written, reasonably time-limited consent of the person about whom information is sought. F5M will avoid any inadvertent release of personally identifying information or individual information about any service participant. The obligation to maintain confidentiality does not end when the service to a participant is concluded.

Confidentiality extends to all current and former service participants, including those who were denied services.

It is also the policy of F5M to keep the physical address of any undisclosed agency locations, as well as the employment, residence, and family addresses of service participants, staff, volunteers, counselors, advocates, board members, and student interns absolutely confidential.

Staff, volunteers, counselors, advocates, consultants, board members, student interns, must understand that their employment or volunteer position is contingent on adherence to confidentiality. Service participants must understand that their receipt of services is contingent on rigid adherence to confidentiality.

Confidential information includes any written or spoken information shared in confidence between a service participant and a service provider in the course of that relationship, which includes any information that might identify the location or identity of someone who has sought services. Confidential communication includes all information received by the service participant and any advice, report, or working paper given or made by the service provider. Any and all knowledge, advice, records, logs, client and organizational records, or working papers (including electronically maintained records relating to a service participant) are confidential and are not to be shared with a third party. Communications are confidential even if the service participant shares the information with third parties, who are working to further the interest of the service participant, in the presence of the counselor/advocate. Confidential documents received from other agencies (for which a service participant had to execute a written release) are confidential and part of the

scope of confidential communications.

Service participant is any person, including any adult, youth, child, or family who contacts F5M or receives any services from F5M, whether those services are received by telephone, fax, electronically, or in person and whether those services are sought for themselves or for someone else.

Staff/Service Provider includes all paid and unpaid staff, volunteers, counselors, advocates, consultants, board members, and student interns.

1. This includes the following:
 - a. Staff should not disclose any personally identifying information or personal information, including the location or identity of any person who is receiving or has received services. This includes information that, by itself or in addition to other information, could identify or provide the location of a service participant. Similarly, disclosing the identity of any person who contacted or was referred to the agency, but did NOT receive services is also a breach of confidentiality. An appropriate response to an inquiry would be, "I have no information for you."
 - b. Staff should not disclose whether or not a person has sought, has received, or is receiving services. For example, staff must not confirm or deny the presence of an individual or family at the shelter. An appropriate response would be, "I have no information for you."
2. Supervisory staff shall ensure that records remain confidential. To avoid the inadvertent disclosure of confidential communication, staff should contact supervisors when they receive a request for information regarding a client.
3. Service participants should not be identified in any materials used for teaching, public announcements, community education, or in written or verbal reports given to someone outside F5M. The only exception to this is when the service participant asks F5M to identify her/him and gives permission in writing.

Possible Exceptions

1. Emergencies which are life threatening or could result in serious bodily harm.

To the extent possible, emergency services should be contacted without revealing any confidential information about any program participant. In many cases, the survivor should be conscious and able to speak with Emergency Medical Technicians (EMT). It is important to remember that even if it is appropriate to call 911, it is never appropriate to share a survivor's whole case history or file. In

addition, it is not appropriate to specifically comment on why s/he was receiving assistance from your organization.

Staff may disclose confidential information when there is a clear and imminent danger that is life threatening or could result in serious bodily harm to an individual. When appropriate and possible, this determination should be made by the Supervisor. If time is of the essence, staff should first call 911 and notify the Supervisor as soon as is reasonable.

2. Mandatory reports to Children's Protective Services in cases of child abuse and neglect.

Any report shall only be made according to the child abuse and neglect reporting law.

I have received and read a copy of F5M policy on confidentiality and understand that as a staff person I am bound by this policy.

Print name

Signature



Memo

From: First 5 Mono and the Mono County Office of Education

To: Mono County Board of Supervisors

Request: Funding childcare and education provider stipends

Fiscal Impact: cost of \$50,000

Purpose: Begin to address low childcare provider wages and support workforce stability and childcare availability.

Details: Fund transfer to First 5 Mono County for distribution to up to 50 childcare providers who participate in the Childcare Quality System.

Timeline: ASAP, to distribute to providers with annual participation stipends.

Background: Leaders from the July 13, 2022 Mono County Children's Summit seek to address the prioritized issue of childcare with improving provider pay as the top priority. Current State reimbursement rates do not meet the budgetary needs for provider pay at a level that keeps providers in jobs in the field or inspires pursuit of a career in the field. While the Children's Summit leaders and the First 5 Mono Commission consider longer-term solutions, First 5 and the Mono County Office of Education agree that by allocating the funds in this request, the Mono County Board of Supervisors would be taking a positive first step towards the goal of a wage for providers that leads to short and long-term workforce stability. A \$50,000 investment will allow for stipends of around \$1,000 per provider.

Recommended Action: Allocate \$50,000 to begin to address low pay for childcare providers.

Time requested: 10 minutes including questions in the morning

Presenter: Molly DesBaillets and Stacey Adler



May 24, 2023

Molly DesBaillets
Executive Director, First 5 Mono County
PO Box 130
Mammoth Lakes, CA 93546

Re: Emergency Funds Request Letter of Intent to First 5

Dear Molly,

I am writing to request assistance with the snow removal costs for the Mono County Office of Education's Early Start Infant Center. As you know, the Mono County Office of Education operates and oversees the Early Start Infant Center located at 960 Forest Trail in Mammoth Lakes. The Early Start program has a long history of providing early intervention services to qualifying infants, toddlers and their families through one-on-one visits as well as playgroups. Early Start services address First 5's Strategic Plan by addressing mental health issues and isolation meeting the First 5 Mono Strategic Plan identified need for opportunities to gather. This year, due to the extreme winter storms, the Early Start Infant Center required more snow removal than ever before. MCOE contacted roof shovelers three different times to shovel the roof at the Early Start Infant Center in order to deal with the snow load concern, ice dams and related flooding issues. From speaking with Doug Oldham at the Mammoth Lakes Library, this building never required roof snow removal before.

From my records:

In 2020-21, MCOE paid a total of \$6,429.50 for snow removal.

In 2021-22, MCOE paid a total of \$8,192.50 for snow removal with only \$1,615.00 for removing snow around the Propane Tanks at the Early Start Building. This issue has been resolved as the Town of Mammoth Lakes now uses the other side of the parking lot for snow storage.

In 2023-24, MCOE paid out over \$104,000 for snow removal at MCOE-S, Mammoth Lakes State Preschool and the Early Start Building. The Early Start building snow removal invoices totaled \$51,429 for roof snow removal as well as removing snow at entrances.

On behalf of MCOE, I am requesting Emergency Funds due to the unexpected increase in snow removal costs due to external factors (the weather). MCOE would greatly appreciate any assistance First 5 can provide to help cover snow removal costs of the Early Start building and is requesting up to \$10,000.

Please let me know if you have any questions or need more information.

Best,

Didi Tergesen
Assistant to the Superintendent/Office Manager
Mono County Office of Education
PO Box 130/451 Sierra Park Road
Mammoth Lakes, CA 93546

First 5 Mono County
FY 22-23 Budget Revision 6.21.2023
July 2022 - June 2023

	110 Impact	IMPACT Budget Revision	TOTAL	Total Budget Update
Income				
4300 Government Revenue			0.00	
4310 Prop 10	8,710.72		77,367.00	
4321 SPCFA			264,653.47	
Total 4300 Government Revenue	\$ 8,710.72		\$ 342,020.47	
4500 Government Grants			0.00	
4510 Federal Grants			156,649.00	
4520 State Grants	96,587.00		393,942.60	
4530 Local Government Grants		50,000.00	250,150.00	
Total 4500 Government Grants	\$ 96,587.00	\$ 146,587.00	\$ 800,741.60	850,741.60
5300 Investments			0.00	
5310 Interest			12,000.00	
Total 5300 Investments	\$ 0.00		\$ 12,000.00	
5999 Misc. Revenue	4,400.00		8,000.00	
Total Income	\$ 109,697.72	\$ 159,697.72	\$ 1,162,762.07	1,212,762.07
Expenses				
7000 Grants & Direct Assistance			0.00	
7020 Emergency Funds			19,641.46	
7030 Block Grants, Stipends, Counselling, and Incentives	8,797.00	63,800.00	32,882.00	87,885.00
Total 7000 Grants & Direct Assistance	\$ 8,797.00	\$ 63,800.00	\$ 52,523.46	107,526.46
7200 Salaries & Related Expenses			0.00	
7210 Salaries & Wages	51,683.72		378,563.41	
7230 Employee Benefits	35,111.00	30,108.00	230,900.00	225,897.00
Total 7200 Salaries & Related Expenses	\$ 86,794.72	\$ 81,791.72	\$ 609,463.41	604,460.41
Total 7500 Contract Service Expenses	\$ 0.00		\$ 345,705.42	
Total 8100 Non-personnel Expenses	\$ 4,400.00		\$ 55,336.28	
Total 8200 Facility Expenses	\$ 0.00		\$ 2,900.00	
Total 8300 Travel & Conference Expenses	\$ 500.00		\$ 33,749.09	
8580 Indirect Expenses	9,206.00		51,595.41	
Total 8400 Other Client Specific Expenses	\$ 9,206.00		\$ 51,595.41	
Total 8500 Other Expenses	\$ 0.00		\$ 11,489.00	
Total Expenses	\$ 109,697.72	\$ 159,697.72	\$ 1,162,762.07	1,212,762.07
Net Operating Income	\$ 0.00		\$ 0.00	-
Net Income	\$ 0.00		\$ 0.00	

MONO COUNTY CHILDREN AND FAMILIES COMMISSION 5 Year Fiscal Plan

Revenue	Actuals 2021-22	Current 2022-23	Forecast 2023-24	Forecast 2024-25	Forecast 2025-26	Forecast 2026-27	Total 5 year
Prop 10 tax revenue	88,295	77,367	69,630	62,667	56,401	50,760	425,308
Small County Augmentation, SMIF, & Prop 56	257,411	264,653	277,807	277,807	277,807	277,807	1,356,731
Home Visiting Services: CAPIT Grant, Cal Works, Public Health & Mono County	276,514	283,552	617,712	617,712	425,000	425,000	1,995,094
Systems Building: Library Partnership		31,750	11,524				
Peapod Program (Partnership of F5M & Mono Behavioral Health)	40,000	40,000	40,000	40,000	40,000	40,000	200,000
Child Care Quality: IMPACT & Region 6 Hub, CSPP & QRIS Block Grants	195,450	288,791	283,749	283,749	283,749	283,749	1,289,279
Community Development Block Grant: Childcare	106,084	156,649	110,094	110,094	110,094	110,094	570,076
Miscellaneous Income	4,313	8,000	8,000	8,000	1,000	1,000	32,202
Interest on First 5 Mono Fund Balance	8,320	12,000	13,812	13,812	13,812	13,280	55,178
Total Revenues	976,388	1,162,762	1,432,328	1,413,841	1,207,863	1,201,690	5,910,742
Expense	Actuals 2021-22	Current 2022-23	Forecast 2023-24	Forecast 2024-25	Forecast 2025-26	Forecast 2026-27	Total 5 year
Home Visiting Services:	436,801	458,704	769,030	776,720	591,776	597,694	2,814,701
School Readiness: RAR;First Book, K backpacks, Developmental Screening System	65,454	62,155	62,155	62,155	58,555	58,555	289,677
Peapod Program (Playgroups)	44,037	41,157	40,000	40,000	40,000	40,000	207,107
Child Care Quality: IMPACT, Block Grants, Regional Hub , CDBG Childcare	315,529	459,600	393,841	393,841	393,841	393,841	1,884,862
Oral Health Services	9,866	1,500	2,000	2,000	2,000	2,000	28,661
Safe Kids Partners	5,987	7,000	15,000	15,000	15,000	15,000	47,987
<i>Commission Operations/Support -- Administration</i>	<i>36,940</i>	<i>42,729</i>	<i>44,865</i>	<i>47,109</i>	<i>49,464</i>	<i>51,937</i>	218,238
<i>Commission Operations/Support -- Program</i>	<i>18,470</i>	<i>21,365</i>	<i>22,433</i>	<i>23,554</i>	<i>24,732</i>	<i>25,969</i>	109,119
<i>Commission Operations/Support -- Evaluation</i>	<i>6,157</i>	<i>7,122</i>	<i>7,478</i>	<i>7,851</i>	<i>8,244</i>	<i>8,656</i>	36,373
Commission Operations/Support -- Total	61,567	71,215	74,776	78,515	82,440	86,562	363,730
Emergency Fund	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Systems Building	18,689	51,431	65,526	35,611	37,392	39,261	200,235
Total Expenditures	967,929	1,162,762	1,432,328	1,413,842	1,231,004	1,242,914	5,896,960
Other expenses	14,934						
Grand Total	982,864						
Fiscal Year	2021-22	2022-23	2023-24	2024-25	2025-26	2025-26	
Revenues less Expenses	-6,475	0	0	0	-23,142	-41,223	8,847
Total Fund Balance (current estimate, & forecast)	600,533	600,533	600,534	600,533	577,392	536,168	3,009,142

Assumptions: Department Of Finance 5/2021 projected Prop 10 revenues and birth rate through FY 2025-26; 1% annual salary and benefit increases.

Mono County's contribution to Home Visiting and the Peapod Program is projected to remain static over the 5 year period.

In August of 2008 the Commission established a policy to set a minimum fund balance of no less than one year's current base revenue, thus allowing the commission to sustain program operations or close them out, should it be necessary. This threshold is not forecasted to be crossed in this plan..

Starting in FY 2021-22 F5CA contracting requirements shifted from up-front payment of Small County Augmentations to an invoicing structure, which, combined with a lower fund balance, may begin to cause challenges meeting regular payroll and contracting payments if the fund balance becomes more depleted in the beyond the 5 year planning in this document. .

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First 5 Mono Commission Meeting Schedule FY 2023-24

Meetings will be held in the MCOE Conference Room in Mammoth Lakes or on Zoom in following with State regulations from 2:00 pm - 4:30 pm on the Third Wednesday of the month unless otherwise indicated. One meeting will seek to be held at the Bridgeport Indian Colony.

- July, date TBD, 2023
- September 13th, 2023
- January 17th, 2024
 - 10:00-2:00 Strategic Planning Retreat
- March 20th, 2024
- June 19th, 2024