

Special Commission Meeting

AGENDA

August 2, 2023, 1:00 pm

Mono County Office of Education Conference Room
451 Sierra Park Road, Mammoth Lakes, CA 93546
and 1526 Alpanse Strasse, Leavenworth, WA, 98826.

- 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. 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. **IMPACT Legacy: upon execution of GAN from First 5 California -6/30/2025: up to \$481,890.00** to be the lead for regional IMPACT Legacy activities in Region 6 (Alpine, Inyo, and Mono Counties) and for local IMPACT Legacy activities as part of the Childcare Quality System in Mono and Alpine Counties. **(ACTION)**

Expenses

- b. **Alpine Home Visiting Coordination: First 5 Alpine from 7/1/2023-6/30/2025: up to \$59,354.00** to coordinate Home Visiting in Alpine County to be funded by the First 5 California's Home Visiting Coordination Regional Technical Assistance Grant. **(ACTION)**
- c. **Inyo Home Visiting Coordination: First 5 Inyo from 7/1/2023-6/30/2025: up to \$87,646.00** to coordinate Home Visiting in Alpine County to be funded by the First 5 California's Home Visiting Coordination Regional Technical Assistance Grant. **(ACTION)**
- d. **Inyo IMPACT: First 5 Inyo, upon execution of GAN from First 5 California -6/30/2025: up to \$125,864.00** to conduct activities in Inyo in accordance with the approved IMPACT Legacy application and Region 6 Hub agreements to be funded through First 5 California's IMPACT Legacy local IMPACT and Regional Hub Grants. **(ACTION)**
- e. **Region 6 Hub Coordination: Viva Social Impact Partners, upon execution of GAN from First 5 California -6/30/2025: up to \$74,480.00** for completion of program requirements in fiscal year 2022-23 to be funded by First 5 California's IMPACT Legacy Grant. **(ACTION)**

Next Commission Meeting:

September 13, 2023, 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).

| IMPACT Legacy Grant Award Notice | | | |
|--|--------------------|--|---|
| GRANTEE NAME AND ADDRESS First 5 Mono PO Box 130, Mammoth Lakes CA, 93546 | | | Grant Agreement Number LEGACY 2023-06 |
| Attention Molly Desbaillets | | | Date June 28, 2023 |
| Website www.first5mono.org | | | |
| Telephone 760-924-7626 | | | |
| List Sub-grantee lead agencies: Hub lead: Mono Local county leads: Mono (Alpine), Inyo | | | |
| GRANT DETAILS | Grant Award Amount | Grant Award Start Date | Grant Award End Date |
| | \$481,890.00 | Upon execution by F5CA | June 30, 2025 |
| <p>First 5 California (F5CA) hereby informs the GRANTEE (above) that the agency has been funded for <i>IMPACT Legacy</i>. By signing this Grant Award Notice, the GRANTEE shall comply with and agrees to the terms and conditions set forth in the <i>IMPACT Legacy</i> Request for Application, all associated attachments, exhibits, and samples. The IMPACT Legacy RFA is located here for reference: (https://www.ccfc.ca.gov/partners/gris.html#impact).</p> <p>The anticipated term of the grant is two (2) years with a start date upon grant award execution. Grantees will have an opportunity for grant renewal for up to an additional two (2) years beginning 7/1/2025 based on availability of F5CA revenue, for a potential 4-year grant total. If the F5CA State Commission takes action to reduce or defer the funding upon which this Grant Award Notification (GAN) is based, then the grant will be amended or terminated accordingly.</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 LEGACY 2023 3. Application response to Request for Application No. GAN LEGACY 2023-06 <p>Please return the signed Grant Award Notification within 10 business days via email to:</p> <p style="text-align: center;">IMPACT@first5.ca.gov</p> <p style="text-align: center;">Or mail to: First 5 California Attn: Melinda Geiser 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833 www.ccfc.ca.gov</p> | | | |
| First 5 California Grant Representative Melinda Geiser | | Title Child Development Consultant | |
| E-mail Address Mgeiser@ccfc.ca.gov | | | Telephone 916-263-0151 |
| Signature of the First 5 California Delegated Authority and Title or Designee | | | |
| ▶ | | | Date |
| CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS | | | |

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 «Insert County».

| | | | | | |
|--|-------------------------------|---------------------|---------------------------------------|----------------|-------------------------------|
| Printed Name of Authorized Agent | | | Title | | |
| E-mail Address | | | | | Telephone |
| Signature of the Authorized Agent and Title | | | | | |
| ▶ | | | | | Date |
| F5CA Fiscal Services Office Use Only | | | | | |
| Fund Title | Item | FY | Chapter | Statute | Projected Expenditures |
| Education (40%) | 4250-601-0634 | 2023-24 | Prop 10 | 1998 | \$96,376.00 |
| Child Care (36%) | 4250-601-0636 | 2023-24 | Prop 10 | 1998 | \$86,738.40 |
| Research & Development (24%) | 4250-601-0637 | 2023-24 | Prop 10 | 1998 | \$57,825.60 |
| Education (40%) | 4250-601-0634 | 2024-25 | Prop 10 | 1998 | \$96,380.00 |
| Child Care (36%) | 4250-601-0636 | 2024-25 | Prop10 | 1998 | \$86,742.00 |
| Research & Development (24%) | 4250-601-0637 | 2024/25 | Prop 10 | 1998 | \$57,828.00 |
| TOTAL | | | | | \$481,890.00 |
| Funding History | Term From | Term Through | Total Cost of This Transaction | | |
| Original | <i>Upon execution by F5CA</i> | 6/30/2025 | \$481,890.00 | | |
| Amendment 1 | | | | | |
| Amendment 2 | | | | | |

Grant Award Notification (Continued)

Brief Description – IMPACT Legacy Grant

In alignment with [Proposition 10](#), the [2019 F5CA Strategic Plan](#), and [F5CA's North Star and Audacious Goal](#), the purpose of IMPACT Legacy is to expand access to the Quality Counts California (QCC) quality rating and improvement system (QRIS) and resources for center and home-based ELC educators serving high-need communities and populations not already receiving quality support. In this last cycle of IMPACT funding, F5CA will promote conditions in state, regional, and local systems that implement QCC structures aligned to sustainability and a [Collective Impact](#) model. Objectives towards fulfilling the purpose of IMPACT Legacy include understanding and eliminating barriers to participation and prioritizing children's well-being, workforce engagement and well-being, family engagement, and multilingual learners (MLL).

Fiscal Details:

- The grantee shall comply with the **IMPACT Legacy RFA** (RFA) their application, budget and budget narrative, and this agreement. Signing this GAN (agreement) confirms that the grantee has read and agrees to those funding details, terms, and conditions.
- The IMPACT Legacy fiscal lead grantee will receive the grant award on behalf of the regional Hub and local consortia and distribute funds via sub-contract/grant to the Hub and local consortia in the amount determined by F5CA (See RFA Appendix C, D, and E for funding allocations).
- Grantee agree to follow any applicable state law relating to this grant and will meet all fiscal and auditing standards required by F5CA.
- Any grantee receiving these grant funds is required to use the funds only for the intended purposes of this grant.
- Grantee is required to comply with the evaluation, data information requests, and reporting requirements.
- Grantee is required to ensure all tasks, activities, and functions are completed effectively and in a timely manner.
- Grantee is required to submit a written Annual Performance Report (APR), as prescribed by F5CA, describing activities and accomplishments for the entire grant period as indicated on the Request for Application.
- Grantee is required to maintain good standing status to be an eligible grantee for the subsequent fiscal year.

Invoice Details:

- Grantee shall submit invoices quarterly, in accordance with Section B and section 16 of the of the Request for Application, invoices shall be submitted through the F5CA Data Hub (Portal) at <https://apps.ccfc.ca.gov/datahub/> as follows for each Fiscal Year of the grant agreement:
 - Quarter 1 July 1 through September 30: Portal due date is by November 15
 - Quarter 2 October 1 through December 31: Portal due date is by February 15
 - Quarter 3 January 1 through March 31: Portal due date is May 15
 - Quarter 4 April 1 through June 30: Portal due date is August 15
- Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all charges and expenses. Failure to use the below-referenced information will result in return of the invoice to the Grantee. Payment will be withheld until the required information is provided. All invoices shall be approved by the F5CA Grant Manager or their designee prior to releasing payment.
- Grantees are accountable for submitting regional invoices quarterly through the QCC Data and Reporting Portal following the end of each reporting period. On a quarterly basis, the grantee will collect standard invoice forms from the regional Hub and each county/consortia within their region and submit as a single invoice to F5CA utilizing the F5CA Reporting Portal (Portal). Quarterly invoices shall include expenses from all consortia, Hub, and the fiscal lead agency activities. Hub and consortia standard invoice forms will be included with each regional invoice.

To receive payment for IMPACT Legacy expenses, the grantee must:

- Maintain compliance with the RFA.
- Maintain compliance with the approved application, which includes the region's Budget and Narrative setting forth the planned expenditures.
- Maintain accurate fiscal data in accordance with generally accepted accounting principles and standards for governmental entities and report actual expenditures by category.
- Retain all records related to this grant for at least seven (7) years; or when an audit has been requested, until the date the audit is resolved, whichever is longer.

Region 6

| Budget Category | IMPACT Legacy FY 2023-24 | IMPACT Legacy FY 2024-25 | Total Budget |
|---|--------------------------|--------------------------|----------------------|
| PERSONNEL | | | |
| Salaries | \$ 10,675.98 | \$ 10,675.98 | \$ 21,351.96 |
| Benefits | \$ 6,405.57 | \$ 6,405.57 | \$ 12,811.14 |
| Total Personnel | \$ 17,081.55 | \$ 17,081.55 | \$ 34,163.10 |
| OPERATIONS | | | |
| Hub | \$ 102,726.00 | \$ 102,726.00 | \$ 205,452.00 |
| Mono (Alpine) | \$ 57,282.00 | \$ 57,292.00 | \$ 114,574.00 |
| Inyo | \$ 62,932.00 | \$ 62,932.00 | \$ 125,864.00 |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| Other | \$ 918.45 | \$ 918.45 | \$ 1,836.90 |
| Total Operations | \$ 223,858.45 | \$ 223,868.45 | \$ 447,726.90 |
| Total Amount | \$ 240,940.00 | \$ 240,950.00 | \$ 481,890.00 |
| I, the official named below, hereby request Fiscal Lead Agency administrative funding in the amounts represented in the above Table. I certify that the information represented on this form and in the Budget Narrative are true and correct to the best of my knowledge and compliant with the requirements of the IMPACT Legacy RFA. | | | |
| Form Type (Annual Budget, or Budget Amendment): | | | |
| Name of Lead Agency: | | | |
| Name of Lead Agency Executive Director or Authorized Designee: | | | |
| Signature: | | | |
| First 5 California Only | | | |
| Fiscal Analyst: | | | |
| Program Liaison: | | | |
| Program Manager: | | | |

**AGREEMENT BETWEEN FIRST 5 MONO
AND FIRST 5 ALPINE COUNTY
FOR THE PROVISION OF HOME VISITING COORDINATION SERVICES**

INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as “First 5”) may have the need for Home Visiting Coordination services of First 5 Alpine County, a California Governmental Agency (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor 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 Contractor to perform under this Agreement will be made by the Director of First 5, or an authorized representative thereof. Requests to Contractor 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 Contractor by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Contractor 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 Contractor 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 July 1, 2023, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by First 5 to Contractor for services and work performed under this Agreement shall not exceed \$59,354.00, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors - (hereinafter referred to as "Contract Limit"). First 5 expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to First 5 quarterly, by October 15, April 15, January 15, and July 15 of each year, an itemized statement of all services and work described in Attachment A, which were done 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 Contractor has satisfactorily completed the work and performed the services as requested, First 5 shall make payment to Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. First 5 has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with 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 Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to First 5. Contractor 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 Contractor 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

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

7. 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 Contractor by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of First 5. At the termination of the Agreement, Contractor will convey possession and title to all such properties to First 5.

8. INSURANCE

Contractor 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 Contractor, 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 Contractor 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: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor 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 Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify First 5 in case of claims arising from Contractor'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 Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

☐ Contractors' 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 Contractor 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 contractor. 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 Contractor 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 Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor'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:** Contractor hereby grants to First 5 a waiver of any right to subrogation which any insurer of said Contractor may acquire against First 5 by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor 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 Contractor’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 CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of First 5. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, 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 Contractor. It is understood by both Contractor 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. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to 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 Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

10. DEFENSE AND INDEMNIFICATION

Contractor 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 Contractor, or Contractor’s agents, officers, or employees. Contractor’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. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold 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 Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

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

B. Inspections and Audits. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. 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, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to 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 Contractor. First 5 has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not

assign or subcontract this Agreement, or any part of it, without the express written consent of First 5. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

15. DEFAULT

If Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, First 5 will pay to Contractor all amounts owing to Contractor 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

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in litigation with First 5, and concerning such, Contractor 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 Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 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 Contractor 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
PO Box 130
Mammoth Lakes, CA, 93546
mdesbaillets@monocoe.org

Contractor:

First 5 Alpine
Amy Broadhurst
75A Diamond Valley Road
Markleeville, CA, 96120
aboradhurst@alpinecountyca.gov

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

CONTRACTOR

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 FIRST 5 ALPINE FOR THE PROVISION OF HOME VISITING COORDINATION SERVICES

TERM:

FROM: July 1, 2023 TO: June 30, 2025

SCOPE OF WORK:

First 5 Alpine will adhere to the First 5 California Regional Home Visiting Coordination program requirements as set forth in the Regional Technical Assistance for Home Visiting Coordination and Integration RFA.

Invoice deadlines are the 15th of October, January, April, and July. The invoice review process will include verifying invoice amounts match back up documentation, adhere to the First 5 California approved budget categories, and meet grant requirements for allowable expenses. Monitoring and tracking budget spending will occur during the review process and will include tracking spending in relation to the approved budget and monitoring expenditures for contract compliance. If, upon review, a discrepancy is identified, First 5 Mono staff will contact First 5 Alpine via email to notify them of the identified discrepancies, ask for correction, and offer support as needed. Corrections will be due to the First 5 Mono Executive Director within 4 business days of receipt of the correction notice to ensure First 5 Mono has sufficient time to compile and submit the regional invoice by the deadline. After submission of invoices to First 5 California and receipt of funds from First 5 California, First 5 Mono will process payments to First 5 Alpine for receipt within one month.

ATTACHMENT B

**AGREEMENT BETWEEN FIRST 5 MONO
AND FIRST 5 ALPINE COUNTY
FOR THE PROVISION OF HOME VISITING COORDINATION SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2025

SCHEDULE OF FEES:

Program Coordinator/ Home Visitor 50% FTE
Executive Director 11% FTE
3 iPads & iPad cases
15% indirect

Total: \$59,354

☒ See Attachment B-1, incorporated herein by this reference.

ATTACHMENT B-1: Home Visiting Regional Technical Assistance Plan Template

County: Mono

Project Manager: Molly DesBaillets

| SMART OBJECTIVES AND TASKS | | MILESTONES/ OUTPUTS | Resources Needed | ASSIGNED TO | TIME FRAME | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 | Status/Notes (to track progress) |
|----------------------------|--|---|---|--|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------------------------------|
| Objective A: | Coordinate locally and regionally | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1 | Oversee regional and local coordination, fiscal processes, and data collection and reporting | local and regional coordination and engagement have sufficient oversight to ensure completion of grant deliverables | establish a protocol | First 5 Mono Executive Director | On track | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | |
| 1.1 | Administrator and Coordinator meet regularly to track activities and progress regionally and locally in Mono | work progresses as planned | meeting time, strong understanding of the region and home visiting | First 5 Mono Executive Director | On track | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | |
| 1.2 | Maintain fiscal records and complete invoicing process in accordance with grant requirements | audit is completed without findings | Demonstrated knowledge of fiscal systems and grant administration experience | First 5 Mono Executive Director | On track | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | |
| 1.3 | Process invoices from local activities | invoices are paid within one month of receipt of funds from First 5 California | Demonstrated knowledge of fiscal systems and grant administration experience | First 5 Mono Executive Director | On track | | | | x | | | x | | x | | | x | | | x | | | x | | | x | | | | |
| 1.4 | create and submit invoices to First 5 California in accordance with grant requirements | invoices comply with grant requirements | Demonstrated knowledge of fiscal systems and grant administration experience | First 5 Mono Executive Director | On track | | | | x | | | x | | x | | | x | | | x | | | x | | | x | | | | |
| 1.4 | Collect and report data in accordance with grant requirements | data submission complies with grant requirements | Demonstrated knowledge of fiscal systems and grant administration experience | First 5 Mono Executive Director | On track | | | | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | |
| Task 2 | Hold regular regional meetings | hold a minimum of 6 meetings annually | email, zoom or meeting space, staff time, partner buy in | First 5 Mono Regional & Local Lead Home Visitor (Inyo) TBD in Alpine | On track | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | |
| 2.1 | survey partners to establish meeting times & get agenda input | communications between partners | partner buy in | First 5 Mono Regional & Local Lead Home Visitor (Inyo) TBD in Alpine | On track | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | | |
| 2.2 | plan meetings | agendas are developed and shared with partners ahead of meetings | staff planning | First 5 Mono Regional & Local Lead Home Visitor (Inyo) TBD in Alpine | On track | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | | |
| 2.3 | facilitate meetings | meetings cover the agenda, promote engagement and activity development. | facilitation skill | First 5 Mono Regional & Local Lead Home Visitor (Inyo) TBD in Alpine | On track | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | |
| | | barrier: participation | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | to overcome: survey projected participants: F5 ED's and support staff, and later potentially other partners | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.4 | promote engagement | every County participates in meetings and works to foster coordination and collaboration at both the local and regional level | staff participation in and leadership for project meetings, relationships with local partners, knowledge of home visiting or development of knowledge of home visiting leveraging Mono and Inyo experience. | First 5 Eds, the Regional Program Coordinator, Inyo Lead Home Visitor, and Alpine staff TBD | On track | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3: | Hold and attend regular local meetings | hold or attend a minimum of 6 local meetings annually | email, zoom or meeting space, staff time, partner buy in | First 5 Inyo and Alpine Executive Directors | On track | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | attend partner agencies' staff meetings | invitations to partner agencies' staff meetings | relationship building, buy in from partner agencies | Mono Program Coordinator, Alpine & Inyo EDs, then, upon hiring, locally defined staff will report to Regional Program coordinator, who will in turn report to F5 Mono ED | On track | | | | x | x | x | x | x | x | x | x | x | | | | | | | | | | | | | |
| 3.1.1 | | barrier: staffing | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | to overcome barriers | recruitment, human resources department, quality advertising | First 5 Inyo and Alpine Executive Directors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2 | develop or refine action plan | action plan | input from partner agencies, families, and caregivers | Mono Program Coordinator, Inyo Lead Home Visitor, Alpine staff TBD | On track | | | | | | | | | | | | | x | x | | | | | | | | | | | |
| 3.3 | survey partners to establish meeting times & get agenda input | communications between partners | partner buy in | Mono Program Coordinator, Alpine & Inyo EDs, then, upon hiring, locally defined staff will report to Regional Program coordinator, who will in turn report to F5 Mono ED | On track | | | | | | | | | | | | | | | x | | x | | x | | x | | | | |

[illegible]

**AGREEMENT BETWEEN FIRST 5 MONO
AND FIRST 5 INYO COUNTY
FOR THE PROVISION OF HOME VISITING COORDINATION SERVICES**

INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as “First 5”) may have the need for Home Visiting Coordination services of First 5 Inyo County, a California Governmental Agency (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor 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 Contractor to perform under this Agreement will be made by the Director of First 5 Mono, or an authorized representative thereof. Requests to Contractor 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 Contractor by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Contractor 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 Contractor 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 July 1, 2023, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by First 5 to Contractor for services and work performed under this Agreement shall not exceed \$87,646.00, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors - (hereinafter referred to as "Contract Limit"). First 5 expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to First 5 quarterly, by October 15, April 15, January 15, and July 15 of each year, an itemized statement of all services and work described in Attachment A, which were done 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 Contractor has satisfactorily completed the work and performed the services as requested, First 5 shall make payment to Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. First 5 has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with 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 Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to First 5. Contractor 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 Contractor 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

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

7. 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 Contractor by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

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

Agreement shall remain, the sole and exclusive property of First 5. At the termination of the Agreement, Contractor will convey possession and title to all such properties to First 5.

8. INSURANCE

Contractor 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 Contractor, 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 Contractor 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: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor 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 Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify First 5 in case of claims arising from Contractor'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 Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

☐ Contractors' 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 Contractor 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 contractor. 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 Contractor 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 Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor'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:** Contractor hereby grants to First 5 a waiver of any right to subrogation which any insurer of said Contractor may acquire against First 5 by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor 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 Contractor’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 CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of First 5. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, 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 Contractor. It is understood by both Contractor 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. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to 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 Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

10. DEFENSE AND INDEMNIFICATION

Contractor 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 Contractor, or Contractor’s agents, officers, or employees. Contractor’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. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold 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 Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

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

B. Inspections and Audits. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. 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, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to 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 Contractor. First 5 has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of First 5. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

15. DEFAULT

If Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, First 5 will pay to Contractor all amounts owing to Contractor 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

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in litigation with First 5, and concerning such, Contractor 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 Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 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 Contractor 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
PO Box 130
Mammoth Lakes, CA, 93546
mdesbaillets@monocoe.org

Contractor:

First 5 Inyo County
Katelyne Lent
1360 North Main Street
Bishop, CA, 93514
klent@inyocounty.us

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

By: _____

Title: _____

Dated: _____

CONTRACTOR

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN FIRST 5 MONO
AND FIRST 5 INYO COUNTY
FOR THE PROVISION OF HOME VISITING COORDINATION SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2025

SCOPE OF WORK:

First 5 Inyo will adhere to the First 5 California Regional Home Visiting Coordination program requirements as set forth in the Regional Technical Assistance for Home Visiting Coordination and Integration RFA and the application submitted by the Alpine, Inyo and Mono Region, attached to this Agreement as Attachment B-2.

Invoice deadlines are the 15th of October, January, April, and July. The invoice review process will include verifying invoice amounts match back up documentation, adhere to the First 5 California approved budget categories, and meet grant requirements for allowable expenses. Monitoring and tracking budget spending will occur during the review process and will include tracking spending in relation to the approved budget and monitoring expenditures for contract compliance. If, upon review, a discrepancy is identified, First 5 Mono staff will contact First 5 Inyo via email to notify them of the identified discrepancies, ask for correction, and offer support as needed. Corrections will be due to the First 5 Mono Executive Director within 4 business days of receipt of the correction notice to ensure First 5 Mono has sufficient time to compile and submit the regional invoice by the deadline. After submission of invoices to First 5 California and receipt of funds from First 5 California, First 5 Mono will process payments to First 5 Inyo for receipt within one month.

ATTACHMENT B

**AGREEMENT BETWEEN FIRST 5 MONO
AND FIRST 5 INYO COUNTY
FOR THE PROVISION OF HOME VISITING COORDINATION SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2025

SCHEDULE OF FEES:

Program Manager/ First 5 ED 10% FTE
Home Visiting Supervisor 20% FTE
10 iPads & iPad cases
15% indirect

Total: \$87,646

☒ See Attachment B-1, incorporated herein by this reference.

ATTACHMENT B-1: Home Visiting Regional Technical Assistance Plan Template

County: Mono

Project Manager: Molly DesBaillets

| SMART OBJECTIVES AND TASKS | | MILESTONES/ OUTPUTS | Resources Needed | ASSIGNED TO | TIME FRAME | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 | Status/Notes (to track progress) |
|----------------------------|--|---|---|--|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------------------------------|
| Objective A: | Coordinate locally and regionally | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1 | Oversee regional and local coordination, fiscal processes, and data collection and reporting | local and regional coordination and engagement have sufficient oversight to ensure completion of grant deliverables | establish a protocol | First 5 Mono Executive Director | On track | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | |
| 1.1 | Administrator and Coordinator meet regularly to track activities and progress regionally and locally in Mono | work progresses as planned | meeting time, strong understanding of the region and home visiting | First 5 Mono Executive Director | On track | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | |
| 1.2 | Maintain fiscal records and complete invoicing process in accordance with grant requirements | audit is completed without findings | Demonstrated knowledge of fiscal systems and grant administration experience | First 5 Mono Executive Director | On track | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | |
| 1.3 | Process invoices from local activities | invoices are paid within one month of receipt of funds from First 5 California | Demonstrated knowledge of fiscal systems and grant administration experience | First 5 Mono Executive Director | On track | | | | x | | | x | | x | | | x | | | x | | | x | | | x | | | | |
| 1.4 | create and submit invoices to First 5 California in accordance with grant requirements | invoices comply with grant requirements | Demonstrated knowledge of fiscal systems and grant administration experience | First 5 Mono Executive Director | On track | | | | x | | | x | | x | | | x | | | x | | | x | | | x | | | | |
| 1.4 | Collect and report data in accordance with grant requirements | data submission complies with grant requirements | Demonstrated knowledge of fiscal systems and grant administration experience | First 5 Mono Executive Director | On track | | | | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | x | |
| Task 2 | Hold regular regional meetings | hold a minimum of 6 meetings annually | email, zoom or meeting space, staff time, partner buy in | First 5 Mono Regional & Local Lead Home Visitor (Inyo) TBD in Alpine | On track | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | |
| 2.1 | survey partners to establish meeting times & get agenda input | communications between partners | partner buy in | First 5 Mono Regional & Local Lead Home Visitor (Inyo) TBD in Alpine | On track | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | | |
| 2.2 | plan meetings | agendas are developed and shared with partners ahead of meetings | staff planning | First 5 Mono Regional & Local Lead Home Visitor (Inyo) TBD in Alpine | On track | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | | |
| 2.3 | facilitate meetings | meetings cover the agenda, promote engagement and activity development. | facilitation skill | First 5 Mono Regional & Local Lead Home Visitor (Inyo) TBD in Alpine | On track | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | x | | |
| | | barrier: participation | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | to overcome: survey projected participants: F5 ED's and support staff, and later potentially other partners | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.4 | promote engagement | every County participates in meetings and works to foster coordination and collaboration at both the local and regional level | staff participation in and leadership for project meetings, relationships with local partners, knowledge of home visiting or development of knowledge of home visiting leveraging Mono and Inyo experience. | First 5 Eds, the Regional Program Coordinator, Inyo Lead Home Visitor, and Alpine staff TBD | On track | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3: | Hold and attend regular local meetings | hold or attend a minimum of 6 local meetings annually | email, zoom or meeting space, staff time, partner buy in | First 5 Inyo and Alpine Executive Directors | On track | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | attend partner agencies' staff meetings | invitations to partner agencies' staff meetings | relationship building, buy in from partner agencies | Mono Program Coordinator, Alpine & Inyo EDs, then, upon hiring, locally defined staff will report to Regional Program coordinator, who will in turn report to F5 Mono ED | On track | | | | x | x | x | x | x | x | x | x | x | | | | | | | | | | | | | |
| 3.1.1 | | barrier: staffing | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | to overcome barriers | recruitment, human resources department, quality advertising | First 5 Inyo and Alpine Executive Directors | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2 | develop or refine action plan | action plan | input from partner agencies, families, and caregivers | Mono Program Coordinator, Inyo Lead Home Visitor, Alpine staff TBD | On track | | | | | | | | | | | | | x | x | | | | | | | | | | | |
| 3.3 | survey partners to establish meeting times & get agenda input | communications between partners | partner buy in | Mono Program Coordinator, Alpine & Inyo EDs, then, upon hiring, locally defined staff will report to Regional Program coordinator, who will in turn report to F5 Mono ED | On track | | | | | | | | | | | | | | | x | | x | | x | | x | | | | |

[illegible]

**AGREEMENT BETWEEN FIRST 5 MONO
AND FIRST 5 INYO COUNTY
FOR THE PROVISION OF IMPACT LEGACY PROGRAM SERVICES**

INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as “First 5”) may have the need for IMPACT Legacy Program services of First 5 Inyo County, a California Governmental Agency (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor 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 Contractor to perform under this Agreement will be made by the Director of First 5 Mono, or an authorized representative thereof. Requests to Contractor 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 Contractor by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Contractor 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 Contractor 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 the date the IMPACT Legacy agreement between First 5 Mono and First 5 California is fully executed until June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by First 5 to Contractor for services and work performed under this Agreement shall not exceed \$148,037.00, 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 Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to First 5 quarterly, by October 15, April 15, January 15, and July 15 of each year, an itemized statement of all services and work described in Attachment A, which were done 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 Contractor has satisfactorily completed the work and performed the services as requested, First 5 shall make payment to Contractor 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 Contractor 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.

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 Contractor 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 Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. First 5 has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with 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 Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to First 5. Contractor 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 Contractor 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

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

7. 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 Contractor by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of First 5. At the termination of the Agreement, Contractor will convey possession and title to all such properties to First 5.

8. INSURANCE

Contractor 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 Contractor, 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 Contractor 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: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor 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 Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify First 5 in case of claims arising from Contractor'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 Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

☐ Contractors' 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 Contractor 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 contractor. 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 Contractor 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 Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor'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:** Contractor hereby grants to First 5 a waiver of any right to subrogation which any insurer of said Contractor may acquire against First 5 by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor 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 Contractor’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 CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of First 5. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, 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 Contractor. It is understood by both Contractor 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. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to 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 Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

10. DEFENSE AND INDEMNIFICATION

Contractor 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 Contractor, or Contractor’s agents, officers, or employees. Contractor’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. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold 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 Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

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

B. Inspections and Audits. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. 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, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to 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 Contractor. First 5 has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not

assign or subcontract this Agreement, or any part of it, without the express written consent of First 5. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

15. DEFAULT

If Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, First 5 will pay to Contractor all amounts owing to Contractor 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

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in litigation with First 5, and concerning such, Contractor 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 Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 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 Contractor 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
PO Box 130
Mammoth Lakes, CA, 93546
mdesbaillets@monocoe.org

Contractor:

First 5 Inyo County
Katelene Lent
1360 North Main Street
Bishop, CA, 93514
klent@inyocounty.us

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

CONTRACTOR

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 FIRST 5 INYO COUNTY FOR THE PROVISION OF IMPACT LEGACY PROGRAM SERVICES

SCOPE OF WORK:

First 5 Inyo will perform, or subcontract with the Inyo County Office of Education to perform, the following activities. All work provided will adhere to the First 5 California IMPACT Legacy program requirements as set forth in the IMPACT Legacy RFA and the Alpine, Inyo and Mono Region 61 application.

A. Regional Activities

1. Participation in Regional Hub Partnership (RHP). Inyo First 5 shall actively participate in RHP meetings, and timely respond to Regional Coordinator email requests.
2. Coaching. Coaching staff at First 5 Inyo and Inyo County Office of Education will participate in the Coaching Companion platform to ensure all coaches in the Region have and use a common understanding of coaching with program participants. Coaches will also participate in at least 3 out of 4 Regional Community of Practice meetings in the year. This will contribute to Hub anchor institutions' understanding of coaching and the development of a regional coaching plan. To ensure equity in coaching, all sites will be offered the opportunity to receive coaching and should the need exceed capacity, providers representing historically marginalized communities will be prioritized. The sustainability plan to be developed over the two year grant cycle will address the sustainability of coaching infrastructure beyond IMPACT Legacy.
3. Support grant-defined focus areas as follows:
 - a. *Develop safe stable and nurturing relationships and environments.* Develop and maintain coach Classroom Assessment Scoring System (CLASS) certifications and support each site to develop a CLASS-centered Quality Improvement Plan. Maintain Ages and Stages Questionnaire (ASQ) training capacity and offer regular ASQ trainings. Require all participating providers to provide the opportunity to each family to participate in an ASQ and ASQ Social Emotional (ASQ-SE) screening. Leverage existing California Department of Education (CDE)- and California Department of Social Services (CDSS)-funded opportunities, e.g.: California Preschool Instructional Network (CPIN), Coaching Companion, California Early Childhood Online (CECO).
 - b. *Family Engagement.* Offer Home Visiting Services and require coach and provider training in family engagement strategies that are shared with the providers. Require a Family Engagement-centered Quality Improvement Plan (QIP) for each participating site. Leverage existing CDE- and CDSS-funded opportunities, e.g.: CPIN, Coaching Companion, CECO.
 - c. *Multilingual learner support.* Identify (CDE- and CDSS-funded opportunities, e.g.:

CPIN, Coaching Companion, CECO) and require coach and provider training in multilingual learner support. Require a Multilingual learner support QIP for each participating site.

B. Local Activities

1. Serve as lead agency. First 5 Inyo will serve as the lead agency for Inyo and will develop the budget and administer IMPACT funds for the local consortia. Inyo First 5 served as the IMPACT 2020 Lead Agency and Inyo County Office of Education (ICOE) oversees the Resource and Referral (R&R), Local Planning Council (LPC), and Alternative Payment Program (APP). First 5 Inyo will bring planning items to the LPC which will serve as the governance structure for the IMPACT local consortia.
2. Facilitation. First 5 Inyo County will be responsible for facilitating conversations at LPC consortia meetings and leading family engagement, including developmental screenings, home visiting, and Triple P Positive Parenting support. ICOE will be responsible for assessments and rating, professional development and data collections.
3. Coordination and Sustainability Plan. First 5 Inyo will coordinate with the R&R and LPC coordinators at a minimum of four meetings per year in addition to their participation as Regional Hub members. Throughout the grant cycle, partnerships with the LPC and R&R will seek to develop a sustainability plan that leverages capacity built through the IMPACT investments and ongoing CDE investments in the LPC and R&R. Cerro Coso Community College will be responsible for ensuring adequate training opportunities are accessible and relevant to the QCC system. The Inyo First 5 ED and R&R Coordinator will seek to participate in the Cerro Coso Community College Child Development Advisory Committee to support coordination and seek to develop a mechanism to sustain professional development opportunities beyond the grant cycle.
4. Home visiting. First 5 Inyo operates the primary Home Visiting program in Inyo County and will be a partner in coordination between families and providers and one-on-one support to Family Friend and Neighbor (FFN) and Family Child Care Home (FCCH) providers through home visits after the end of the grant cycle.
5. Serve as anchor institution. First 5 Inyo County and Inyo County Office of Education will serve as the anchor institutions. Throughout the grant cycle, First 5 Inyo will convene quarterly meetings to consortium members together, to be knowledgeable about current projects, opportunities to provide input and expertise, and guide future efforts. Collective efforts of the consortium will lift up the importance of improving the quality of early learning and care. Having a governance structure and regular meetings will inform the local Quality Counts California (QCC) system of the unique role each agency and staff person has in making this work successful. The First 5 Executive Director will engage partners in discussions to seek to identify ways to leverage R&R and LPC funds to sustain quality support to providers after the end of the grant cycle.
6. Serve priority populations. Through the universal approach focusing on private, traditional, and alternative settings, First 5 Inyo will maximize provider participation, in order to serve priority populations in Inyo's rural and isolated county. Identified priority populations include, infants and

toddlers, children in foster care, children who are multilingual learners, families who are unhoused, children with special needs, and tribal and migrant families.

7. Ages and Stages Developmental Screenings. First 5 Inyo County will continue to ensure all participating sites conduct Ages and Stages Developmental Screenings to support social-emotional wellbeing. First 5 Inyo will support providers in seeking parent completion of an Ages and Stages Questionnaire (ASQ)—Social Emotional (ASQ-SE) & ASQ-3 and will use it for the basis of a parent-caregiver conference. Coaches will support sites in development of a social-emotional-wellbeing-centered QIP. At regularly scheduled LPC meetings, the consortia will seek to collaboratively develop a plan to sustain supports for social emotional wellbeing and nurturing adult-child interactions beyond the grant period.
8. Family Engagement. First 5 Inyo County will offer Home Visits, ICOE staff will be trained as curriculum subscribers in the Parents as Teachers Curriculum. Coaches will support providers to create a family-engagement-centered Quality Improvement Plan (QIP) to include a goal in each of the four family engagement focus areas, programmatic elements, professional development, intentional teaching and promoting dual language learners. Home Visits will be offered to Family Friend and Neighbor (FFN) and Family Child Care (FCC) providers in Inyo County, First 5 Inyo and Inyo County Office of Education's Resource and Referral program (R&R) will conduct outreach to FFN providers including information about family engagement. Coaches will offer providers family engagement strategies to promote family outreach in Family-engagement-centered QIP's. Ongoing family engagement strategies and focus areas will be included in the sustainability plans discussed at Local Planning Council (LPC) meetings.
9. Multilingual Learners. First 5 Inyo will require professional development for coaches and providers to include participation in a Community of Practice, coaching, or training focused on multilingual learners. First 5 Inyo will ensure all public Childcare Quality System materials (including provider, parent, and community communications), coaching, training, home visits, and playgroups will be offered in English and Spanish. The content of support for providers and coaches will include strategies to support Multilingual Learners, e.g.: a text rich environment with labels in multiple languages, books and materials in the home language of students, culturally relevant classroom displays, and other resources found in the multilingual learning toolkit. All public Childcare Quality System materials (including provider, parent, and community communications), coaching, training, home visits, and playgroups will continue to be offered in Spanish and English. Multilingual Learner needs will be included in the sustainability plans to be developed by the consortia at regular LPC meetings.
10. Recruiting. First 5 Inyo will ensure all providers on file with the R&R will receive an email, phone call, or text inviting them to an orientation event each year. To maintain participation, First 5 Inyo will ensure stipends will be provided for completion of program requirements.
11. Coaching. First 5 Inyo will ensure coaching will be offered to all participating sites at beginning of the year meetings by their First 5 Inyo/ICOE advisor. First 5 Inyo will ensure that FCCs will be recruited through the R&R by ICOE Program Coordinator and Quality Improvement (QI) Coach. FFN will be recruited through a media and mailing campaign by First 5 Inyo County Prevention Specialist. Alternative Settings will be recruited through direct outreach by First 5 Inyo County

Prevention Specialist. Coaches funded with IMPACT funds will participate in Coaching Companion funded through California Department of Social Services and will emulate that model with teachers choosing to participate (up to 10) and will offer bi-monthly sessions per program year. After the end of the grant cycle, competencies built through IMPACT investments will be leveraged to offer limited coaching through the Quality Counts California Block Grant (QCC BG) and any other funding streams identified through the process of collaboration and sustainability planning with the LPC, R&R, and Institute of Higher Education (IHE). First 5 Inyo will ensure Inyo Quality Counts California (QCC) coaches will complete a Quality Improvement Plan for every participating site. First 5 Inyo will ensure ICOE coaches will complete QIP for all, center, and FCC sites. First 5 staff will complete QIP for all FFN and alternative sites. Inyo QCC coaches will provide three visits to each site to support the individualized QIP process, once in the beginning to set the QIP, once midyear to check in and support, and once at the end of the year to conclude. First 5 Inyo will ensure ICOE uploads the QIPs to the Hubbe database. First 5 Inyo will ensure that participating providers develop a QIP to address each of the following focus areas: nurturing interactions (CLASS), Social Emotional well-being, and Family Engagement. First 5 Inyo will ensure that coaching staff funded with IMPACT funds will maintain CLASS certification

12. Workforce Registry. First 5 Inyo will ensure all staff at participating sites will have a workforce ID and site administrators will maintain an employer account in the Workforce Registry.
13. Stipends. First 5 Inyo will ensure that each site will earn a set amount for the following: each completed ASQ, creation of each QIP, and progress in each QIP, achievement of each QIP, individual staff completion of 21 hours of PD. In addition, First 5 Inyo will ensure stipends will be offered for completion of additional training through the Workforce Pathways program.

ATTACHMENT B

AGREEMENT BETWEEN FIRST 5 MONO AND FIRST 5 INYO COUNTY FOR THE PROVISION OF IMPACT LEGACY PROGRAM SERVICES

SCHEDULE OF FEES:

Local Consortia: \$125,864.00 as outlined below
Hub Funded Coaching/ Advising Services: 22,173.00

Total: \$148,037.00

The invoice review process will include verifying invoice amounts match back up documentation, adhere to the First 5 California approved budget categories, and meet grant requirements for allowable expenses. Monitoring and tracking budget spending will occur during the review process and will include tracking spending in relation to the approved budget and monitoring expenditures for contract compliance. If, upon review, a discrepancy is identified, First 5 Mono staff will contact First 5 Inyo via email to notify them of the identified discrepancies, ask for correction, and offer support as needed. Corrections will be due to the First 5 Mono Executive Director within 4 business days of receipt of the correction notice to ensure First 5 Mono has sufficient time to compile and submit the regional invoice by the deadline. After submission of invoices to First 5 California and receipt of funds from First 5 California, First 5 Mono will process payments to First 5 Inyo for receipt within one month

| Budget Category | IMPACT Legacy FY 2023-24 | IMPACT Legacy FY 2024-25 | Total Budget |
|------------------------|--------------------------|--------------------------|---------------|
| PERSONNEL | | | |
| Salaries | \$ 22,193.00 | \$ 22,193.00 | \$ 44,386.00 |
| Benefits | \$ 10,823.00 | \$ 10,823.00 | \$ 21,646.00 |
| Total Personnel | \$ 33,016.00 | \$ 33,016.00 | \$ 66,032.00 |
| OPERATIONS | | | |
| Materials and Supplies | \$ 3,300.00 | \$ 3,300.00 | \$ 6,600.00 |
| Contractual | \$ 26,616.00 | \$ 26,616.00 | \$ 53,232.00 |
| Total Operations | \$ 29,916.00 | \$ 29,916.00 | \$ 59,832.00 |
| Total Amount | \$ 62,932.00 | \$ 62,932.00 | \$ 125,864.00 |

**AGREEMENT BETWEEN FIRST 5 MONO
AND VIVA SOCIAL IMPACT PARTNERS
FOR THE PROVISION OF COORDINATION SERVICES**

INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as “First 5”) may have the need for coordination services of VIVA SOCIAL IMPACT PARTNERS, a California Corporation (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor 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 Contractor to perform under this Agreement will be made by the Director of First 5 Mono, or an authorized representative thereof. Requests to Contractor 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 Contractor by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Contractor 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 Contractor 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 upon execution of GAN from First 5 California, to 6/30/2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by First 5 to Contractor for services and work performed under this Agreement shall not exceed \$74,480 over the term of the contract plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). First 5 expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to 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, Contractor 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 Contractor has satisfactorily completed the work and performed the services as requested, First 5 shall make payment to Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor under this Agreement. Payment of all taxes and other assessments on such

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

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

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with 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 Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to First 5. Contractor 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 Contractor 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

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

7. 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 Contractor by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

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

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

8. INSURANCE

Contractor 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 Contractor, 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 Contractor 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: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor 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 Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify First 5 in case of claims arising from Contractor'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 Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

☐ Contractors' 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 Contractor 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 contractor. 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 Contractor 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 Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor'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:** Contractor hereby grants to First 5 a waiver of any right to subrogation which any insurer of said Contractor may acquire against First 5 by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor 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 Contractor'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 CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of First 5. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, 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 Contractor. It is understood by both Contractor 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. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to 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 Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

10. DEFENSE AND INDEMNIFICATION

Contractor 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 Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold 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 Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

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

B. Inspections and Audits. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, 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 Contractor. 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, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to 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 Contractor. First 5 has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of First 5. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

15. DEFAULT

If Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, First 5 will pay to Contractor all amounts owing to Contractor 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

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in

litigation with First 5, and concerning such, Contractor 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 Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 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 Contractor 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
PO Box 130
Mammoth Lakes, CA, 93546
mdesbaillets@monocoe.org

Contractor:

Viva Social Impact Partners
Christina Collosi
4 W. 4th Avenue 6th Floor
San Mateo, CA, 94402
christina@vivasocialimpact.com

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 Docusign or similar service, shall as 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

By: _____

Title: _____

Dated: _____

CONTRACTOR

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN FIRST 5 MONO AND VIVA SOCIAL IMPACT PARTNERS FOR THE PROVISION OF COORDINATION SERVICES

TERM:

FROM: upon execution of GAN from First 5 California

TO: 6/30/2025

SCOPE OF WORK:

Over the course of the project term, VIVA will provide facilitation to IMPACT Hub Region 6 as well as the preparation of annual evaluation reports.

Project Team

Rebecca Strull, Senior Associate Consultant, will be the project lead and client contact and provide all in-person and virtual consultations and facilitation. Iris Elent, Director, and Noa Elliott will provide background support to Rebecca based on their history of consulting with IMPACT Hub Region 6. Iris/Noa will not be attending in-person or remote meetings.

Activities (upon execution of GAN from First 5 California - June 30, 2025)

1. Executive Committee Planning Calls: VIVA will facilitate fourteen 90-minute calls with the Executive Committee to plan for the program years, discuss emerging priorities, and share information and resources for regional capacity building and coordination.
2. Regional Retreats: VIVA will facilitate up to two in-person 4-hour regional retreats, one per year. During this time, the group will set priorities across each IMPACT system function and develop a budget and work plan corresponding to these priorities.
3. Annual Evaluation Report: The Region 6 Executive Committee will determine the report's content. It is assumed this will include a data summary and demographic details of providers and children served.

Deliverables

1. Meeting agenda, materials, and minutes for (14) Executive Committee Planning calls over the two-year term.
2. Meeting agenda, materials, and minutes for (2) Regional Retreats, one per year.
3. Region 6 Evaluation Report (2), one per year.

ATTACHMENT B

**AGREEMENT BETWEEN FIRST 5 MONO
AND VIVA SOCIAL IMPACT PARTNERS
FOR THE PROVISION OF COORDINATION SERVICES**

TERM:

FROM: upon execution of GAN from First 5 California

TO: 6/30/2025

SCHEDULE OF FEES:

Executive Committee Planning Calls (14)

Agenda and material preparation, facilitation, and follow-up for (14) 90-minute calls with the Executive Committee.

\$25,000

Regional Retreats (2)

Agenda and material preparation, facilitation virtually or in-person, follow-up, travel (if in-person). This will include the development of a regional work plan to guide

\$14,150

Evaluation Report (2)

Details of report contents to be determined. This budget allows 20 hours of consultation time per report.

\$6,600

Project Management

Managing across tasks

\$17,000

Indirect 15% of Consultation Hours

\$9,412.50

Travel (Flight, hotel, rental car, parking, taxi, per diem), Meeting Supplies, Reimbursements Mono County meals per diem (\$79 for full day; \$18 breakfast; \$20 lunch; \$36 dinner)

\$2,317.50

TOTAL

\$74,480

Role Hourly Rate Staff

Partner \$300

Director/Senior Consultant \$215 Iris

Consultant \$185

Sr. Associate Consultant/Finance Manager \$165 Rebecca/Nicole Murray/Noa

Associate Consultant \$145

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