

Exhibit B
Amended and Restated MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN FIRST 5
AND MONO COUNTY FOR THE PROVISION OF HOME
VISITING SERVICES**

This Memorandum of Understanding (MOU) is between the Mono County Children and Families Commission (First 5) and Mono County (the County).

It is expressly understood and agreed upon by both parties to this MOU that the purpose of this MOU is to set the terms for a cooperative project wherein First 5 will provide home visiting services for the California Home Visiting Program on behalf of the County.

NOW, THEREFORE, FIRST 5 AND THE COUNTY AGREE AS FOLLOWS:

1. The term of this MOU shall be from July 1, 2022 to June 30, 2028, unless sooner terminated by either party.
2. First 5 agrees to provide those services to the County as described in Attachment A, Scope of Work.
3. The County agrees to pay First 5 in accordance with the terms set forth in Attachment B. The total sum of all payments made by the County to First 5 for services and work performed under this MOU shall not exceed three hundred thousand dollars (\$300,000.00) per fiscal year, except for Fiscal Year 2022-23 in which the amount shall be \$25,402.00, for a total contract limit of one million five hundred and twenty-five thousand four hundred two dollars (1,525,402.00) during the entire term of this MOU ("contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by First 5 for services or work performed that is in excess of the contract limit.
4. Both parties agree that the purpose of these funds is to pay First 5 for the provision of Home Visiting Services and these funds will be exclusively used to pay for such services as are listed in Attachment A.
5. Indemnification. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
6. The method by which the parties will invoice and provide payment is as follows:
 - a. First 5 shall submit an invoice and financial report along with a Quarterly Monitoring Report (example of what to include in the Quarterly Monitoring Report is included in Attachment A) to the County on a quarterly basis. Quarterly

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invoices and all required reporting shall be due from First 5 on October 15, 2023, 2024, 2025, 2026 and 2027; January 15, 2024, 2025, 2026, 2027 and 2028; April 15, 2024, 2025, 2026, 2027 and 2028; and July 10, 2023, 2024, 2025, 2026, 2027, and 2028. *Please note the earlier-than-usual due date for the month of July.* An Annual Report shall be due from First 5 no later than July 31 of each year. The obligation to provide invoices and receipts shall survive the contract expiration date.

- b. The County will pay the invoices to First 5 directly within 30 calendar days of the date the invoice was issued.
- 7. This MOU may be amended by a writing signed by authorized representatives of both the County and First 5.
- 8. **Funding Limitation.** The ability of County to enter into this MOU 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, County has the option to terminate, reduce, or modify this MOU, or any of its terms within ten (10) days of notifying First 5 of the termination, reduction, or modification of available funding. Any reduction or modification of this MOU effective pursuant to this provision must comply with the requirements of Paragraph 7.
- 9. This MOU shall be administered on behalf of the two organizations by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760 924-7626

Mono County:

Jacinda Croissant, Maternal Child and
Adolescent Health
1290 Tavern Rd.
P.O. Box 2969
Mammoth Lakes, CA 93546
760 924-1763

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

County:

First 5 Mono County:

Kathy Peterson, Interim Public Health Director

Molly DesBaillets, Executive Director

Dated: _____

Dated: _____

Approved by Risk Management:

Approved as to Form:

County Counsel

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ATTACHMENT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN FIRST 5 AND MONO COUNTY FOR THE
PROVISION OF HOME VISITING SERVICES**

TERM:

FROM: July 1, 2022 TO: June 30, 2028

SCOPE OF WORK:

First 5 shall perform and/or provide the following services and programs:

Scope of Work requirements as described in the attached CHVP SOW.

QUARTERLY AND ANNUAL REPORTS, as required by the County:

1. **Quarterly Monitoring Reports:** Will cover three (3) month periods and shall be provided to the County Department of Public Health by First 5 using the report template shown below. First 5 shall submit a Quarterly Monitoring Report along with an invoice for expenses and accompanying financial report to the County on a quarterly basis. Quarterly reporting and invoicing shall be due from First 5 on October 15, January 15, April 15, and July 10, of each year this MOU is in effect. Please note July's early due date.

Quarterly Monitoring Report Template shall include the following items:

- a. Name of Service Provider and Program.
 - b. A brief description of your activities for the reporting quarter/period, including any program improvements or challenges. Copies of any surveys or other tools used to measure client satisfaction.
 - c. A description of any unexpected outcomes (positive or negative), and any unmet community needs, discovered through providing these services.
2. **Annual Reports:** A comprehensive Annual Report will be provided to County by First 5 no later than **July 30** of each year using an Annual Report template as designated by the reporting on the use of funds.
 - First 5 will report on outcomes and expenditures separately for and program expenditures.
 - The annual report template will be provided to First 5 at the start of the fiscal year under separate cover.

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FROM: July 1, 2022 TO: June 30, 2028

First 5 shall submit quarterly financial reports including funding, costs, expenditures and allocation of expenditures for this program, using an Excel spreadsheet template provided by County to First 5 for reporting purposes.

Line Item Changes: First 5 may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. Please notify County of any line item changes, and provide written justification for any line-item change exceeding 30%.

See attached budget for fiscal year 2022/2023; future budget years will be developed in accordance with State and County guidelines.

2022-23

Scope of Work