



Agenda Item: 3
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 3**

**First 5 Tuolumne County Commission
Minutes of Meeting March 6, 2019, 1:15 – 3:30 pm
Tuolumne County Superintendent of Schools Office, Rm 217
175 Fairview Ln, Sonora, CA 95370**

The meeting was called to order at 1:17 pm. Commission Chair Allen, attendees were welcomed.

Voting Members Present: Allen, Collie, Hockett, Kirk, and Parker

Alternates: Caldwell, Williams

Commissioners Absent: Parrish, Patey, Sunday

Advisory Committee Members Present: none

Staff Present: Garcia

Members of the public present: Cheryl Dodge, Natalie Gray, Erika Hagstrom-Dossi, Sheila Kruse, and Donna Meiss.

Welcome and Introductions

Meeting was called to order at 1:17 pm.

Public Comment

none

Action Items

1. Consideration of approval of Minutes for December 17, 2018 (Att #1)

Discussion: none

Motion: Approve the Minutes for December 17, 2018 as presented.

a. Moved: Commissioner Parker

b. Seconded: Commissioner Collie

Motion carried: 6 ayes: (Allen, Caldwell, Collie, Hockett, Kirk, Parker)

Recusal: None

2. Consideration of approval of Quality Counts Consortia recommendations for Quality Counts Coordination (Att #2)

Discussion: The purpose of the duties was to inform the decisions on the Scope of Work for the contracts.

Public Comment: none

Motion: Approve Quality Counts Consortia recommendations for Quality Counts Coordination and division of duties.

a. Moved: Commissioner Collie

b. Seconded: Commissioner Parker

Motion carried: 6 ayes: (Allen, Caldwell, Collie, Hockett, Kirk, Parker)

Recusal: Williams

3. Consideration of an Intent to Award Decision for applications submitted under the Request for Applications for the Quality Counts Coach

- a. Applicant: Amador Tuolumne Community Action Agency for the Quality Counts Coach Request: \$418,018 over 4 years. (Attachment #3a)

Discussion: Sarah Garcia shared the recommendation from the scoring team. She discussed the questions and concerns that the scoring team had regarding the application, which were listed in the meeting attachments.

Public Comment: Sheila Kruse, Quality Counts Coordinator and former First 5 Director shared some information about both applicants. She shared her concerns regarding the funding for the programs. The specific concern was regarding the funding declines in First 5 statewide. The salary proposed by TCSOS for the coach is \$36/hour and average coaches in the region is around \$25/hr. This is higher than the ATCAA Director and close to the Columbia College Childcare Center Director.

Motion: Approve Grant Committee recommendations to deny the application from ATCAA for Quality Counts Coaching.

- a. Moved: Commissioner Kirk
- b. Seconded: Commissioner Collie

Motion carried: 6 ayes: (Allen, Caldwell, Collie, Hockett, Kirk)

Recusal: Parker, Williams

- b. Applicant: Tuolumne County Superintendent of Schools for the Quality Counts Coach Request: \$418,363 over 4 years. (Attachment #3b)

Discussion: The scoring team had concerns that the contract from TCSOS was 183 days. They did not want the coach to be off during summer break since many of our sites are open all year.

Public Comment: Public comment from the previous item (3a) applies to this item as well.

Motion: Approve the Grant Committee recommendations for Tuolumne County Superintendent of Schools to provide the Quality Counts Coaching with funding amount and contract days to be finalized upon completion of the contract negotiations.

- a. Moved: Commissioner Collie
- b. Seconded: Commissioner Hockett

Motion carried: 6 ayes: (Allen, Caldwell, Collie, Hockett, Kirk)

Recusal: Parker, Williams

4. Consideration of an Intent to Award Decision for applications submitted under the Request for Applications for Comprehensive Health and Development Children Birth to Five.

- a. Applicant: Tuolumne County Superintendent of Schools for the Smile Keepers Program. Request: \$271,936 over 4 years. (attachment #4)

Discussion: Erika Hagstrom-Dossi presented information on her program, with a handout, that provided alternative options for funding. She shared that Smile Keepers has been serving Tuolumne County Schools for almost 25 years. UCSF Office of Oral Health is hoping to use the data from First 5 and they want to use the program as a showcase. She explained how her time is divided currently and how she could spend more time in 0-5 activities.

The commission discussed the increased dollar amount requested by Erika, and discussed the reasoning behind their decision. It was agreed that the Commission wanted to retain a portion of the available Health and Development funds. A full discussion on what the funds will be available for, will be held at the April meeting.

Public Comment: none

Motion: Approve Grant Committee recommendations for the Comprehensive Health and Development Grant Request for Smile Keepers for \$240,000 for 4 years.

- a. Moved: Commissioner Hockett
- b. Seconded: Commissioner Caldwell

Motion carried: 6 ayes: (Allen, Caldwell, Collie, Hockett, Kirk)

Recusal: Parker

5. Consideration of an Intent to Award Decision for applications submitted under the Request for Applications for Resilient Families.

- a. Applicant: Amador-Tuolumne Community Action Agency for the Family Learning and Support Program. Request: \$271,936 over 4 years. (attachment #5a)

Discussion: Commissioner Williams presented her answers to questions that were given to her from the grant scoring team.

Question 1: Your application is asking for significantly less funding than it has requested in previous years. How will the program function with such lower funding?

Answer: Many of the services that are provided are now done through volunteers. The volunteer staff has been growing.

Question 2: Are your programs at the FLC open to and advertised to more than the Family Learning Center parents?

Answer: Yes. Services are advertised through partner organizations.

Question 3: If we are not able to fund your program at the amount you have requested (\$271,936 for 4 years) how would this program function and what could it look like?

Answer: She was not sure. Depending on how much it was reduced, there would have to be a reduction in services. The summer program would probably have to close.

Sarah Garcia shared that the budget for this program is a significant decrease from previous grant applications.

Public Comment: Sheila Kruse commended ATCAA for looking carefully at their program and seeing where they could make reductions.

Motion: Approve Grant Committee recommendations for Resilient Families Grant Request from ATCAA's Family Learning and Support Services Program for \$271,936 for 4 years.

a. Moved: Commissioner Caldwell

b. Seconded: Commissioner Collie

Motion carried: 6 ayes: (Allen, Caldwell, Collie, Hockett, Kirk, Parker)

Recusal: Williams

- b. Applicant: Infant Child Enrichment Services for the Raising Healthy Families Home Visiting Program. Request: \$836,725 over 4 years. (Attachment #5b)

Discussion: Cheryl Dodge, ICES Director presented her answers to questions that were given to her from the grant scoring team.

Question 1: Due to more than one application being approved, we will not be able to fund your program at the full amount you have requested (\$836,725 for 4 years). How would this program function and what could it look like with a smaller budget?

Answer: There would be a decrease in the number of families that could be reached.

Question 2: Your application is asking for significantly more funding than it has requested in previous years. How will the program be different than it currently is, with the increased funding?

Answer: There are new programmatic pieces that require a higher level of education and experience, including a therapeutic component. The shift in program has become more toward assisting families during moments of crisis. There is an increase in the number of desired outcomes including a therapeutic piece.

Commissioner Parker commended ICES on their crisis intervention model.

Public Comment: same as above

Motion: Approve Grant Committee recommendations for Resilient Families Grant Request from Infant Child Enrichment Services' (ICES) Raising Healthy Families Program for \$564,789 for 4 years.

a. Moved: Commissioner Caldwell

b. Seconded: Commissioner Collie

Motion carried: 6 ayes: (Allen, Caldwell, Collie, Hockett, Kirk, Parker)

Recusal: Williams

6. Consideration of approval of Commissioner Alternate Application (Att #6)

Discussion: There were two applications to review.

Motion: Recommend the application of Devon Woodruff be submitted to the Tuolumne County Board of Supervisors to fill our Community Member Alternate position.

a. Moved: Commissioner Allen

b. Seconded: Commissioner Caldwell

Motion carried: 6 ayes: (Allen, Caldwell, Collie, Hockett, Kirk, Parker)

Recusal: None

Presentations

7. Mid-Year Benchmark Report for funded programs in FY 18-19 (provided at meeting)

Discussion Items, Information Items and Reports

8. Financial Report to December 2018, (Att #7)

9. Ethics Training and Form 700

a. Please turn in your Form 700 to Sarah Garcia.

10. First 5 Diaper Kit Program

a. Supplybank.org along with First 5 California and the Kaiser Permanente Foundation want to offer free diaper kits to families in Tuolumne County. Each kit contains 100 diapers and 200 wipes. The exact numbers of what will be available are not ready yet, but they are looking for partners who are interested in assisting with distribution and storing these kits. More information will be available soon.

11. Reports from Executive Director, Commissioners and Ex-Officios

- a. Sarah reports that Prevent Child Abuse Tuolumne County will pay for the 2nd ½ of the fee for the Leadership Cohort. Nearly all Tuolumne County Elementary Schools have agreed to send the ASQ-SE home with families in the Kindergarten registration packet. Also, Erika will be assisting in distributing/collecting a simple survey from parents regarding services they've used during their child's upbringing.
- b. Annie Hockett: Prevent Child Abuse Tuolumne County has become the Tuolumne Resilience Coalition to focus on the impacts of trauma. This summer Dr. Ross Greene will be coming to Tuolumne County from the East Coast for a training on working with children with difficult behaviors. Annual TRC/Victims' Rights April 10th, Black Oak Casino.
- c. Cathy Parker: Kindergarten roundup has begun. Cathy discussed how much she has appreciated having Mayra on the TCSOS team and on the Commission. She also really enjoyed working on the grant applications.
- d. Anaiah Kirk: Any time he can assist us in our work, please contact him.
- e. Cheryl Dodge: March 16th, Music and Movement Conference. May 4th Children's Fair 10am-2pm.
- f. Cori Allen: CWS received a \$1 million grant for the Road to Resilience Grant, partnering with Opioid Coalition and Mi Wuk Tribal Counsel, placing navigators in medical settings to avoid families being placed into Child Welfare. Year 2-3 there could be a housing component to keep mothers with their children. Another grant will be coming regarding opioids and addictions. Please remember you have access to the Visitation Center with your families if you want to meet there.

Set time and location for next meeting:

April 3, 2019 at 1:15 pm, Tuolumne County Superintendent of Schools Office, Rm 217
175 Fairview Ln, Sonora, CA 95370

Adjournment: 3:45 pm



Agenda Item: 4
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 4**

SUBJECT:

Request to

1. Approving Monthly Financial Report through February 2019

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve the Monthly Financial Report through February 2019.

DETAILS:

Fiscal Year 2018-2019	Monthly Itemization				
Jan-Feb					
All Fund Balance & Revenues	Budgeted	Prior Balance	Month 1	Month 2	Cumulative
Balance brought forward					\$ 716,095.84
Outstanding accts payable prior FY					\$ (78,541.89)
Due from State/AR, apply to prior FY					\$ 177,395.08
Prepaid expenditures					
Other adjustments					
Total Balance Brought forward	\$ 814,949.03	\$ -	\$ -	\$ -	\$ 814,949.03
Interest Income	\$ 8,500.00	\$ 5,906.79	\$ -		\$ 5,906.79
State - IMPACT	\$ 111,000.00	\$ 233.78			\$ 233.78
State - Mo. Disb, current FY	\$ 475,000.00	\$ 111,205.55	\$ 23,559.08	\$ 198,981.60	\$ 333,746.23
SMIF (state generated interest)	\$ 100.00	\$ -			\$ -
Refunds/Reimbursements	\$ -	\$ -			\$ -
Other Operating Revenue - Grant	\$ 12,195.00	\$ 10,000.00		\$ 1,750.00	\$ 11,750.00
QRIS CSPP	\$ 43,912.00	\$ -			\$ -
QRIS I/T	\$ 15,553.00	\$ -			\$ -
Revenues This FY Only	\$ 666,260.00	\$ 127,346.12	\$ 23,559.08	\$ 200,731.60	\$ 351,636.80
Total Funds & Revenues	\$ 1,481,209.03	\$ 127,346.12	\$ 23,559.08	\$ 200,731.60	\$ 1,166,585.83
Expenditures	Budgeted	Prior Balance	Month 1	Month 2	Cumulative
Communications	\$ -	\$ -	\$ -		\$ -
Dues and Memberships	\$ 5,188.00	\$ 3,125.00	\$ 1,750.00		\$ 4,875.00
Advertising	\$ 250.00	\$ 157.92	\$ -		\$ 157.92
Professional Svcs-Admin	\$ 30,817.47	\$ 6,228.94	\$ 330.00	\$ 4,208.06	\$ 10,767.00
County Counsel	\$ 3,000.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 2,000.00
Auditor-Controller (local)	\$ 250.00	\$ 63.00	\$ 10.50	\$ 7.00	\$ 80.50
Accounting & Audit (outside audit)	\$ 11,400.00	\$ 11,400.00	\$ -		\$ 11,400.00
Public Health PNP	\$ 27,574.00	\$ -	\$ 5,783.05	\$ 3,693.44	\$ 9,476.49
Oral Health Access	\$ 3,000.00	\$ -	\$ -		\$ -
Prof Services- Program Svcs: ED	\$ 52,774.94	\$ 15,305.40	\$ (5,783.05)	\$ 10,520.14	\$ 20,042.49
Professional Services- Evaluation	\$ 8,795.82	\$ 5,713.40		\$ 6,312.08	\$ 12,025.48
Commission Meeting Exp	\$ -	\$ -			\$ -
Outreach Expenses	\$ 300.00	\$ -		\$ 300.00	\$ 300.00
Imagination Library	\$ 4,390.00	\$ 4,000.00			\$ 4,000.00
QRIS Preschool	\$ 43,912.00	\$ -	\$ 1,100.00		\$ 1,100.00
QRIS I/T	\$ 15,553.00	\$ -			\$ -
ICES Raising Healthy Families	\$ 161,423.00	\$ 75,983.00		\$ 34,663.00	\$ 110,646.00
ATCAA Family Learning Cntrs	\$ 121,000.00	\$ 36,245.00			\$ 36,245.00
Kits for New Parents - Total	\$ 50.00	\$ -			\$ -
TCOE SELF	\$ 126,671.34	\$ 17,488.14		\$ 32,862.45	\$ 50,350.59
TCOE Smile Keepers	\$ 36,400.00	\$ 9,363.00		\$ 8,257.27	\$ 17,620.27
IMPACT	\$ 111,000.00	\$ 7,421.28	\$ 13,777.00	\$ 4,642.00	\$ 25,840.28
Travel -Training and Seminars		\$ -			\$ -
Total Expenses	\$ 763,749.57	\$ 193,994.08	\$ 17,217.50	\$ 105,715.44	\$ 316,927.02



Agenda Item: 5
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 5**

SUBJECT:

Request to

1. Approve a budget revision for ATCAA Family Learning Center
2. Authorize First 5 Tuolumne Director to Execute a Budget revision with the Tuolumne County Auditor for the ATCAA Family Learning Center to the amount of \$121,000 for Fiscal Year 2018-2019.

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve budget revision and authorize staff to execute this change.

BACKGROUND:

The proposed revision is aligned with the adopted 2015/2016-2018/2019 grant allocation.

The approved 4-year budget was \$439,281.

With the budget revision, the contract total will be \$432,960.

Information from Grantee:

The ATCAA Family Learning Center Program is requesting permission from the Commission to do a budget revision. As the end of the second quarter fiscal report shows, we are more than half way through our personnel budget. We have less operating costs than originally projected so we can move some costs to mitigate the overspending in other areas.

We are also requesting permission to use some funds that were not expended in previous years. We have out dated computers for our adult computer lab that need replacing. Given that next year our budget will be reduced; we are hoping to upgrade our computers now.

We are requesting permission to use some of our unspent funds and to do a budget revision to meet both of these needs. On the next page is a spreadsheet showing our current approved budget and the revision request with the additional funds.

Thank you,

Marcia Williams
ATCAA Early Childhood Services Director

ATCAA Family Learning Center				
Request for Budget Revision				Comments
Expenditures		Proposed Budget	Total	
	Budget		Expenses thru 2nd Qtr	
Personnel Expenses				
Total Salaries & Wages	47,000.00	58,499.00	31,425	
Total Fringe Benefits	18,000.00	20,000.00	10,413	Increase funding for staff hours
Subtotal Personnel:	\$ 65,000.00	\$ 78,499.00	41,838	
Non Personnel Expense				
Supplies: Office and Program	9,290.00	3,000.00	483	
Computers for adult education	-	4,127.00		Computers are old, slow and need updating
Rent & Utilities	10,524.00	10,534.00	4,335	
Household	2,500.00	2,000.00	979	
Communications	2,000.00	600.00	273	
Transportation (gas and	6,000.00	1,000.00	435	
Staff Training/Travel	1,800.00	6,000.00	4,754	
Insurance (vehicle, liability)	6,000.00	2,000.00	728	
Contractual	250.00	800.00	183	For summer help
Other - Client Assistance		155.00	94	
Subtotal Operating:	38,364	30,216	12,263	
Total Direct Expenses	103,364	108,715	54,101	
Indirect @11.3%	11,680	12,285	6,113	ATCAA's HHS approved indirect cost rate went up this year
Total Expenditures	115,044	121,000	60,214	
Budget for 2018/2019	\$114,737.00	\$121,000.00		
Request an additional \$6,263 of unspent funds				



Agenda Item: 6
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 6**

SUBJECT:

Request to

1. Approve the recommendation to reappoint Cathy Parker as First 5 Commissioner
2. Authorize First 5 Tuolumne Director to send a recommendation to the Tuolumne County Supervisors to reappoint Cathy Parker to the First 5 Commission

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve the application of Cathy Parker to the First 5 Tuolumne Commission.

BACKGROUND:

Cathy Parker was appointed to the Commission in January 2019, to fill a vacancy left by Margie Bulkin. The vacant seat had only two months left in the term, which meant Commissioner Parker would need to reapply for the vacancy.

We have received her application for reappointment.

There is an additional application that must be reviewed. Applicant: Darella Keshner.

It is the recommendation of the First 5 Director, that Commissioner Parker's application be approved and she be appointed to a full 3-year term, ending in March 2022.

ADDITIONAL INFORMATION:

Current applicants for vacant commissioner seat attached.

COUNTY OF TUOLUMNE
CALIFORNIA
Office of the Clerk of the Board of Supervisors
2 South Green Street
Sonora, California 95370
(209) 533-5521

Vacancy Applied For: First Five Commission

Name: Cathy Parker Telephone: Res.(209)352-1194 Bus.(209)536-2073
E-Mail: cparker@tcsos.us Fax.(209)536-1391 Cell.(209)352-1194

Street Address: 17236 Nile River Drive, Sonora, CA 95370

Mailing Address: 17236 Nile River Drive, Sonora, CA 95370

How long have you lived in Tuolumne County? 26 years

Which Supervisorial District do you reside? 2

Name and address of present employer: Tuolumne County Superintendent of Schools Office, 175 Fairview Lane,
Sonora, CA 95370

Occupation: Superintendent, County Schools

Briefly describe the qualifications you possess which you feel would be an asset to the Commission/Committee/
Group for which you are applying. (Attach extra page(s) if needed)

See attached

List the community organization(s) and describe participation in which you have been involved.

See attached

I have sufficient time to devote to this responsibility and plan to attend the required meetings if I am appointed to fill a vacancy. I understand that if I am appointed to a commission where a Disclosure of Assets Statement is required by State Law or Board Policy, I shall do so within ten (10) days of assuming office.

I hereby consent that this document is considered a public record and will be available to the public.

Date _____

Signature _____

Applications not acted upon will expire after one year from the date submitted unless renewed by applicant.

Mail or deliver to the Clerk of the Board of Supervisors, 2 South Green Street, Sonora, California 95370

Cathy A. Parker
County Superintendent of Schools



March 4, 2019

To whom it may concern:

I am requesting consideration to the re-appointment of First Five Commissioner: Tuolumne County. I have been a resident of Tuolumne County for almost 27 years and an educator for over 23 years. As an elementary school teacher at Curtis Creek Elementary, I was able to support the vision of early preschool education as our school board was one of the first to establish a state preschool program. Later, I worked closely with preschool and early childhood educators by providing training in the Primary Explorations for Children and Educators in Science (PEACHES) which was developed at the Lawrence Hall of Science. When I moved into administration, I continued to be involved in early childhood education programs with grant related projects that included TK/K teachers. These projects required a knowledge base in child development and specifically the California Preschool Learning Foundations. In my new position as Superintendent and as the Deputy Superintendent at the Tuolumne County Superintendent of Schools Office, I have developed an adult education learning program that includes a component geared toward parent access to appropriate child development screenings, educational services, and parenting support. I continue to promote and support early childhood interventions and services by increasing access to early childhood education training, promoting health services for children, and seeking opportunities to collaborate with community partners to improve outcomes for our youngest community members.

Community Organizations

- Delta Kappa Gamma – local educator support group to support early reading programs
- Curriculum and Instruction Science (CISC) Committee – Co-Chair – statewide and regional science support for all students, including learning foundations for preschool students
- Stanislaus Mother Lode Consortium Co-Chair – Adult Education programs to eliminate barriers to accessing education
- Teacher Preparation Pipeline Committee – partnership with Yosemite Community College District to develop pathways to prepare students to pursue educational pathways including early childhood education
- Education 11 Adjunct Instructor – Columbia College, partner with Early Childhood Education Department to develop future educators.

Sincerely,

A handwritten signature in blue ink that reads "Cathy Parker". The signature is fluid and cursive, with the first name "Cathy" being more prominent than the last name "Parker".

Cathy Parker
Deputy Superintendent
Tuolumne County Superintendent of Schools Office
175 Fairview Lane
Sonora, CA 95370
cparker@tcsos.us
(209) 536-2073

COUNTY OF TUOLUMNE
CALIFORNIA
Office of the Clerk of the Board of Supervisors
2 South Green Street
Sonora, California 95370
(209) 533-5521

Vacancy Applied For: First 5 Commission

Name: Darrellea (Dee) Keshner Telephone: Res. 209 586-9572 Bus. _____
E-Mail: dkeshner@sbcglobal.net Fax. _____ Cell: 209 479-4079

Street Address: 16591 Charles Otter Dr. Sonora CA 95370

Mailing Address: Same

How long have you lived in Tuolumne County? 13 1/2 years

Which Supervisorial District do you reside? District 2

Name and address of present employer: retired

Occupation: Formerly School Psychologist + Marriage + Family
See Resume Therapist

Briefly describe the qualifications you possess which you feel would be an asset to the Commission/Committee/
Group for which you are applying. (Attach extra page(s) if needed)

While working for Stanislaus Co. Dept. of Education
assessed 2-5 year olds for early identification
of handicaps - served Head Start Programs - consult
Also worked with a number of Kindergarten classrooms
List the community organization(s) and describe participation in which you have been involved. consulting + assessing
- See Resume for information prior to 2015
- League of Women Voters - Motherhood member
- New Comers Club of Sonora member
- Taught 5 sessions at "girls club" Diana Sanders ^{see} attached
- Hillside Improvement Association - Vice President
- Democratic Women's Coalition of Tuolumne Co. Chair person

I have sufficient time to devote to this responsibility and plan to attend the required meetings if I am appointed to fill a vacancy. I understand that if I am appointed to a commission where a Disclosure of Assets Statement is required by State Law or Board Policy, I shall do so within ten (10) days of assuming office.

I hereby consent that this document is considered a public record and will be available to the public.

Jan 3, 2019
Date

Darrellea Keshner
Signature

Applications not acted upon will expire after one year from the date submitted unless renewed by applicant.

Mail or deliver to the Clerk of the Board of Supervisors, 2 South Green Street, Sonora, California 95370

Dated written
2014

Darellea (Dee) Keshner, M.A.
Licensed Marriage Family Therapist, MFC 19973

Education

School Psychologist Credential 1975
California State University, San Jose

Master of Arts Degree 1972
California State University at Chico
Psychology, with emphasis on counseling

Bachelor of Arts Degree 1969
California State University at Chico
Major: Psychology
Minor: Sociology

Experience

LMFT – Licensed Marriage Family Therapist 1985 – present
Self-employed in recent association with Balanced Living Counseling
Areas of focus:

- Children and Adults
- Anxiety / Panic Attacks
- Grief and Loss
- Resolving Traumas
- Post Traumatic Stress Disorder

Facilitator for Shalom Retreat Process

School Psychologist / Program Specialist 1986 -1999
Sylvan Union School District Modesto, CA.
Worked in both elementary and junior high schools
Responsible for testing children in special education and for supervising their programs
Counseled students and adults

School Psychologist / Chairperson EAS 1975 -1986
Stanislaus County Dept of Education
Served as school psychologist in multiple settings:
from rural schools to special centers
Chaired a special evaluation team country-wide
Served children of all ages: from birth to 21 years

Special Training and Methods Used

- Hypnotherapy
- Self-esteem—a Family Affair
- Fisher Hoffman Process
- Thought Field Therapy
- Seemorg Matrix Work

Community and Professional Involvement

- Group Facilitator for Children with Catastrophic Illnesses (VIA)
- Past Vice President of the local organization of CASPP
- Past Board Member of Family Service Agency
- Soroptimists in Modesto, CA
- Professional Associations:
The California Association for Marriage and Family Therapists

Interests

- Traveling – United States, Alaska, China, Indonesia, Italy, Spain, Morocco, Germany, France, Belgium, England, New Zealand and Australia
- Snow Skiing and Hiking

References – on request



Girls Club is starting up for the Soulsbyville area.

Friday, February 10th 2017

We will meet at the Willow Springs Clubhouse

From 1:00pm - 5:00pm. Activities every hour:

1:00pm Art project on watercolor paper.

2:00pm Craft project - introduction to weaving concepts.



3:00 Leadership meeting

Girls will learn how to see...

"The Leader in Me.", by participating in this group.

It provides discussions, arts, crafts and game activities and also a way to design a service project, which

enhances a student's ability to communicate, problem solve and work together towards a common goal. Our mentor Dee Keshner will be joining us again as our Leadership coach. She comes from a long background in the school system as a counselor.



SIGN UP! With Morgan or Aly or go to www.learningwithcrafts.com LWC!



Agenda Item: 7
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 7**

SUBJECT:

Request to

1. Approve the recommendation changes to the Strategic Plan and Long Term Financial Plan

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve the recommendation changes to the Strategic Plan and Long Term Financial Plan.

BACKGROUND:

Notable changes

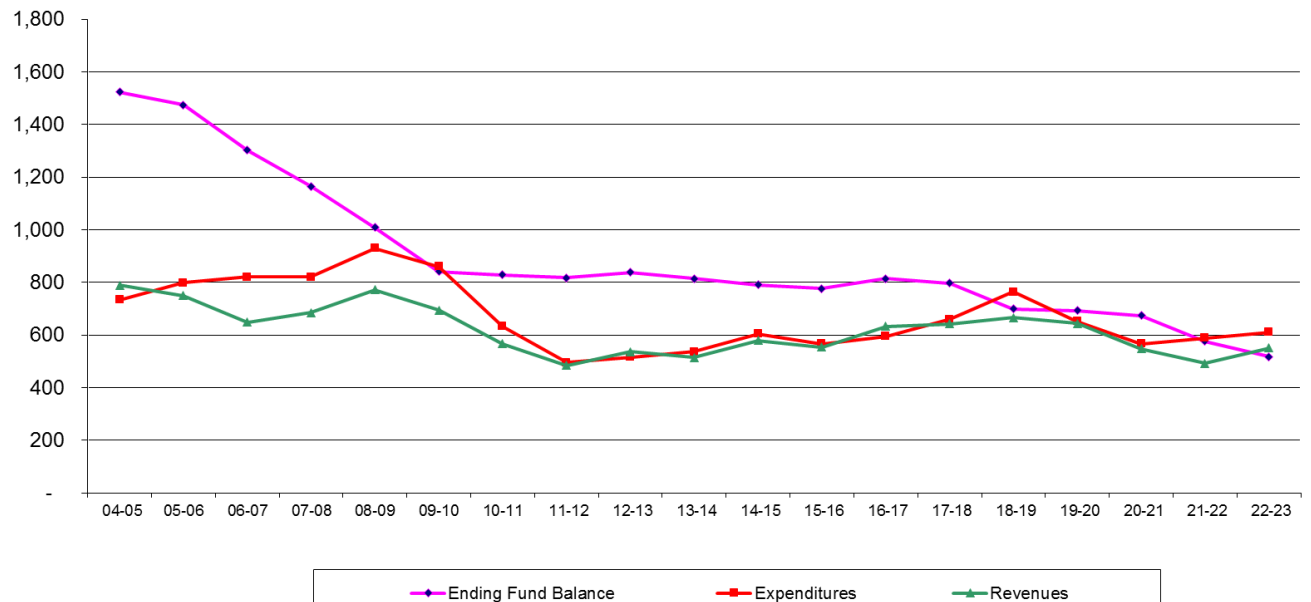
- Page 2: Current Commissioners
- Page 5 and 6: Demographics
 - Number of children, births, children's ethnicity, and family median income
- Page 22, 23, 24: Financial Plan
 - Expenditure Forecasts
 - Updated IMPACT and QRIS Revenues
 - Update to 2018/2019 Grant Allocations
 - Updated Change over Time graph

ADDITIONAL INFORMATION:

Strategic Plan

	Current financial plan				Next financial plan scenario			
	Actual	Actual	Actual	Proposed	Forecast	Forecast	Forecast	
Forecast Years 2016 - 2023	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Total Beginning Balance	790,603	776,864	814,949	796,577	699,087	691,839	672,548	576,351
Revenues								
Tobacco Tax	475,000	475,000	475,000	475,000	475,000	475,000	465,500	465,500
First 5 CA - CARES / IMPACT	35,980	98,570	89,725	111,000	97,556	-		
QRIS CSPP/IT			51,047	59,465	59,465	53,000	53,000	53,000
All interest	6,916	7,729	10,685	8,600	7,066	6,993	6,800	5,839
Other Grants - MHSA	10,000	10,000	10,000	12,195	5,278	12,557	19,629	26,664
Other (Fees, Reimb)	24,931	41,023	5,587					
Total Anticipated Revenues	552,827	632,322	642,044	666,260	644,365	547,550	491,929	551,003
Expenses			<i>Transition Yr</i>					
Operations (Detail)								
Staffing: Executive Director	74,132	78,750	89,931	87,958	\$90,596.98	93,315	96,114	98,998
Fiscal - Contract				4,430	1,189	-	-	
Operations Costs Direct F5 to auditor	18,260	19,786	18,711	20,088	18,900	18,500	18,500	18,500
Subtotal Operations with new numbers	92,392	98,536	108,642	112,476	110,686	111,815	114,614	117,498
CARES / IMPACT	49,656	132,928	95,312	111,000	97,556	-		
CSPP/IT QRIS			51,047	59,465	59,465	53,000	53,000	53,000
Local First 5 - 4 yr grants	399,247	361,123	405,415	473,068	370,000	381,100	392,533	404,309
Local First 5 - annual*	2,278	1,650	-	7,740	13,906	20,927	27,979	35,014
Other (Fees, Reimb)	22,993							
Future Expenditures	566,566	594,237	660,416	763,750	651,613	566,842	588,126	609,821
Total Ending Balance	776,864	814,949	796,577	699,087	691,839	672,548	576,351	517,533
<i>Expenditures over Revenues</i>	<i>13,739</i>	<i>(38,085)</i>	<i>18,372</i>	<i>97,490</i>	<i>7,248</i>	<i>19,291</i>	<i>96,197</i>	<i>58,818</i>

**Change over time in Expenditure, Revenues and Fund Balance
(Dollars in Thousands)**





Agenda Item: 8
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 8**

SUBJECT:

Request to

1. Approve the contract with the Tuolumne County Superintendent of Schools \$240,000 for 4 years to support the Smile Keepers Dental Program
2. Authorize the Chair to sign the contract.

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve the contract with the Tuolumne County Superintendent of Schools in the amount of \$240,000 for the Smile Keepers Dental Program for Fiscal Years 2019/2020-2022/2023.

BACKGROUND:

On March 6, 2019 the First 5 Tuolumne Commission approved the application and grant allocation amount for the Smile Keepers Dental Program.

On March 19, 2019 the First 5 Director, Tuolumne County Superintendent Cathy Parker, and Smile Keepers Coordinator, Erika Hagstrom-Dossi, met to negotiate the contract and build the Scope of Work.

The Smile Keepers grant has been increased from the previous grant cycle. With the additional funds, the program will be able to provide additional trainings to Special Education teachers, Head Start teachers and aides, and parents at the Library during Story Time. There will also be a growing partnership with the Adventist Health Birth Center and the Public Health Department through the Dental Transformation Initiative.

The additional workload is accounted for in the Scope of Work and Benchmarks.

ADDITIONAL INFORMATION:

Review the Contract:

Grant Agreement Between the First 5 Tuolumne Commission and the Tuolumne County Superintendent of Schools

**GRANT AGREEMENT BETWEEN
FIRST 5 COMMISSION TUOLUMNE AND
TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS**

This Grant Agreement (“Agreement”) is made by and between the First 5 Commission Tuolumne (hereinafter referred to as “Commission” or “Grantor” Tuolumne County Superintendent of Schools, (hereinafter referred to as “Grantee”).

WHEREAS, First 5 Commission Tuolumne is authorized by the California Children and Families Act of 1998 (“the Act”) and by Tuolumne County Ordinance Code, Chapter 8.40, to expend monies allocated to it for purposes authorized by the Act and by the Commission’s strategic plan for the support and improvement of early childhood development within Tuolumne County; and

WHEREAS, Grantor desires to have work described in Exhibit “A” (Scope of Work) performed; and

WHEREAS, Grantee possesses the necessary qualifications to perform the work described herein; and

WHEREAS, Grantor has taken formal action authorizing a four year grant to Grantee, not to exceed the amount of \$240,000; subject to the terms and conditions as set forth in this Grant Agreement;

WHEREAS, the term of this Grant Agreement shall be from July 1, 2019, through June 30, 2023, unless sooner terminated as set forth herein. This grant is made with the understanding the Commission has no obligation to provide other or additional support or grants to the Grantee. Grantees with multi-year funding acknowledge that continued funding is dependent upon the reporting, participation and degree to which obligations set forth in this Grant Agreement are met.

NOW THEREFORE BE IT AGREED between the Grantor and Grantee as follows:

1. Grantee Obligations:

- a. This Agreement shall be accompanied by Exhibit A (Scope of Work), which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for Grantor by Grantee. Grantee agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner. Final reporting requirements are included in this Agreement from July 1, 2019 –June 30 of 2023. However, no grant related program services beyond the final reporting requirements that are provided subsequent to June 30, 2023, are authorized or reimbursable unless prior written consent was obtained from the Commission.

- b. The Grantee must meet the following requirements in order for this Grant to be funded for multiple years: (1) the service benchmarks are met; (2) positive outcomes are demonstrated; (3) funder requirements are met; and (4) there are no other factors that would affect termination of the Agreement for cause as stipulated in Section 17 of this Agreement.

2. Grant Award:

- a. The Commission has determined the services provided under this Agreement are consistent with the Commission's most recently adopted Strategic Plan.
- b. For work satisfactorily performed, Commission shall reimburse Grantee for work performed in an amount not to exceed \$240,000 over a period of four fiscal years.
- c. It is the intent of the Commission to approve carry-over of unspent funds from one fiscal year to the next, during the duration of this Agreement, if allowed by the First 5 California Commission, and if specific conditions are met as stipulated in Exhibit C of this Agreement, which is attached hereto and incorporated herein by this reference.
- d. Payment Schedule: Funds shall be provided through a reimbursement schedule, a pre-payment arrangement, or a combination of the two.
 - i. Reimbursement Schedule: Grantee shall submit Fiscal & Benchmark Reports/Reimbursement Requests on the forms provided by the Commission by the dates indicated in Exhibit A. Scope of Work. Commission shall make every effort to reimburse Grantee within 30 days of approved reports. The grant funds shall be reimbursed for the line items in the budget attached as Exhibit B in this Agreement, and in annual approved budgets thereafter. If the expenses for total personnel costs or total operating expenses increase more than 15%, a new budget must be approved by the Commission prior to reimbursement. Changes over 15% in specific line item amounts within these categories may be approved by the Executive Director of the Commission.
 - ii. Prepayment: Grantee shall receive, upon request, as start-up funds, an amount equivalent to the expenses it will incur during a negotiated period of program operation, if it is able to demonstrate: (1) its capacity for efficient and effective start-up of activities; (2) that it has, in place, established fiscal controls, record keeping and fund accounting procedures; and (3) that it can demonstrate a need for start-up funds. For the duration of the Agreement, these funds shall be considered as pre-payment for the equivalent quarterly expenditures; shall be spent down in the last quarter of each fiscal

year, and shall be reinstated at the beginning of each fiscal year, as per the approved prepayment Agreement. All reporting requirements shall be the same as for reimbursement schedule payments. For prepayments of more than 4 months of funding, Grantee must also be able to demonstrate a 10-year history of successful operation and an outlook of strong fiscal solvency, as well as all of criteria listed above.

e. Property:

- i. Fixed Asset Provision: Fixed assets are those tangible assets of significant value having a utility which extends beyond the current year that are broadly classified as land, buildings and improvements, and equipment. Significant value is defined as a cost of \$5,000.00 or more. Commission shall consider those items costing less than \$5,000.00 per unit, but whose total cost for units purchased for the project exceeds an aggregate amount of \$5,000.00, to qualify for this provision. This grant Agreement shall not be used for the purchase of any fixed assets without prior consent by the Commission.
- ii. Other property: All property which is not considered a fixed asset, including finished or unfinished documents, data, studies and reports prepared or purchased by the Grantee under this Agreement, will be disposed of in accordance with the direction of the Commission. Any small tools and/or equipment (not considered fixed assets) furnished to the Grantee by the Commission and/or purchased by the Grantee with funds pursuant to this Agreement, will be limited to use within the activities outlined in this Agreement and will remain the property of the Commission. Upon termination of this Agreement, Grantee will dispose of such small tools and/or equipment in accordance with the direction of the Commission.

f. Standards of Conduct:

- i. Grantee shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Grantee, its executive staff and employees, in administering this agreement, shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- ii. Supplies, materials, equipment or services purchased with agreement funds shall be used solely for purposes allowed under this agreement.

- iii. Grantee shall agree to review the California Children and Families Commission's *Principles On Equity* and shall agree to make a good faith effort to adopt these principles in the design and operation of the services funded under this grant agreement. These principles are available for review both on the First 5 Tuolumne website and the First 5 CA website.

g. Accounting and Cash Management:

- i. Grantee shall have in place established fiscal controls, record keeping and fund accounting procedures to ensure the proper disbursement of, and accounting for, program funds paid to the Grantee and disbursed by the Grantee, under this Agreement.
- ii. At the termination of this Agreement, funds not expended for the purpose of this Agreement shall be immediately remitted to the Commission and no longer available to the Grantee, unless the Commission renegotiates an extension of the Agreement term. Any funds previously obligated by the Grantee shall be spent within one (1) year of the termination of the Agreement.

3. No Supplanting Funds:

- a. This direct service grant may only be used to expand or enhance existing programs or to initiate new services or programs benefitting children prenatal or age five. Revenue allocations from the Commission shall only be used to supplement existing levels of service and not to fund existing levels of service. Funds may not be used to supplant federal, state, county, or other monies available to the agency for any purpose.
- b. Grantee understands that failure to comply with this provision shall constitute a breach of this Grant Agreement. Should such breach occur the Commission may terminate or revise the grant to reduce the amount of funding by the amount the Grantee should have been receiving for the program. If the Commission determines that supplanting has occurred, Grantee shall also be required to reimburse the Commission for all funds that were used in violation of this provision

4. Audit and Access to Records:

- a. Grantee shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and shall cooperate with all auditors.
- b. Contractors and/or auditors performing audits of the Grantee or its subcontracting service providers shall immediately report to the

Commission any incidents of fraud, abuse or other criminal activity in relation to this Agreement, or to the Children and Families Act of 1998.

- c. Grantee shall retain all records pertinent to this Agreement for a period of three years from the date of final payment of this Agreement. If, at the end of three years, there is litigation or an audit involving those records, the Grantee will retain the records until the resolution of such litigation or audit. The Commission and/or the California Children and Families Commission, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

5. Disallowed Costs:

- a. Grantee shall be liable for and shall repay, to the Commission, any amounts expended under this Agreement found not to be in accordance with the provisions of the Children and Families Act of 1998 or with the First 5 California Local Area Agreement with First 5 Tuolumne, which shall become part of this agreement by reference.

6. Availability of Funds:

- a. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation:
 - i. This Agreement is entered into with the assumption that the first source of funding will come from that portion of the Commission's trust fund that is committed for expenditures under this Agreement. The remainder of the funding will come from tobacco tax revenues that are projected to be available in future fiscal years, under the provisions of the guiding state legislation, Health and Safety Code Section 130100-130155, and through Agreements with the California Children and Families Commission. This information is published in the annually adopted First 5 Tuolumne County Commission Long Term Financial Plan
 - ii. If there is a legal ruling that renders the Commission unable to disburse these funds, or if First 5 California takes action that results in those funds no longer being available, this Agreement will terminate, without penalty, liability or expense of any kind on the date defined by that legal ruling or action.
 - iii. If sufficient tobacco tax funds are not made available to the Commission at the funding level provided in this Agreement, and if there are no longer Commission trust funds committed for this Agreement this Agreement will terminate, without penalty, liability

or expense of any kind, at the end of the term for which sufficient funds are appropriated.

- iv. This Agreement will terminate, without penalty, liability or expense of any kind to the Commission, at the end of any fiscal year in the event that funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated, when there are no remaining trust funds committed for this Agreement.
- v. The Commission has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other Agreements. The Commission's budget decisions are subject to the discretion of the Commissioners. The Commission shall make a good faith effort to fund this Agreement. Grantee's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

7. Insurance:

- a. The Grantee shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County of Tuolumne. The Grantee's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Grantee shall provide notice to the Risk Manager of the County of Tuolumne by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
 - i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit

shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee's or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Grantee agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- b. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County of Tuolumne, its elected or appointed officers, officials, employees, agents and volunteers and the Commission and its appointed officers, officials, agents and volunteers are to be covered as additional insureds ("County/Commission additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County/Commission additional insureds, and shall not include any special limitations to coverage provided to the County/Commission additional insureds. Any insurance maintained by the County/Commission, including any self-insured retention the County/Commission may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County/Commission additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County/Commission additional insureds.
- c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the

- County's/Commission's option, Grantee shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
 - e. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.
 - f. Grantee shall ensure that any subcontractors providing work covered by this Agreement maintain the levels of insurance and endorsements thereof as required by this Section. Any deviations shall require approval by the Risk Manager.

8. Hold Harmless and Indemnification:

- a. Grantee shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") and the Commission, its officials, employees, agents and volunteers (collectively "Commission) from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Grantee, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County and/or Commission for any expenditures, including reasonable attorney's fees, the County and/or Commission may make by reason of such matters and, if requested by County and/or Commission, shall defend any such suits at the sole cost and expense of Grantee. Grantee's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County and/or Commission or any other person; provided, however, that Grantee shall not be required to indemnify County and/or Commission for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County and/or Commission.
- b. If such indemnification becomes necessary, the County Counsel for the County of Tuolumne shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County and/or Commission. This indemnification clause shall survive the termination or expiration of this Agreement.

9. Independent Contractor:

- a. It is understood that Grantee, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Commission. Grantee shall obtain no rights to retirement benefits or other benefits which accrue to County's or Commission's employees, and Grantor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Grantee are performing in that capacity for and on behalf of the Grantee and not the Commission. The Commission shall not be obligated in any way to pay any wage claims or other claims made against the Grantee by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

10. Assignment:

- a. Inasmuch as this Agreement is intended to secure the specialized services of Grantee, Grantee may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the Commission. None of the work to be performed by Grantee shall be subcontracted without the prior written consent of the Commission. Grantee shall be as fully responsible to the Commission for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Grantee is for the acts and omissions of persons directly employed by the Grantee. Commission approved contracts between Grantee and any subcontractor shall contain requirements equivalent to those imposed upon Grantee under this Agreement.

11. Notice:

- a. Any and all notices, reports or other communications to be given to Commission or Grantee shall be given to the persons representing the respective parties at the following addresses:

GRANTEE:

Tuolumne County Superintendent of Schools
Smile Keepers Dental Program
175 South Fairview Lane
Sonora, CA 95370
Email: edossi@tcsos.us
Phone: 209-536-2041

COMMISSION:

Sarah Garcia, Director
First 5 Tuolumne
175 Fairview Lane
Sonora, CA 95370
Email: sgarcia@tcsos.us
Phone: 209-536-2070

12. Compliance:

- a. Grantee shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Grantee's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Grantee shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. Public Records Act:

- a. Grantee is aware that this Agreement and any documents provided to the Commission may be subject to the California Public Records Act and may be disclosed to members of the public upon request.

14. Ownership of Data:

- a. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Commission; and no further agreement will be necessary to transfer ownership to Commission. Grantee shall furnish Commission all necessary copies of data needed to complete the review and approval process.

15. Entire Agreement and Modification:

- a. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Grantee and the Executive Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

16. Enforceability and Severability:

- a. The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. Termination and Rights Upon Termination:

- a. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Grantee shall immediately be paid all fees earned as of the effective date of termination.
- b. Either party may terminate this Agreement for convenience on June 30th of any fiscal year by giving the other party notice on or before March 15th of any calendar year. From and after the date such a notice becomes effective, Grantee shall cease performance of the duties specified Exhibit A of this Agreement, but Grantee and Commission shall continue to be bound by all other terms and conditions of the Agreement until fully performed. Commission agrees to reimburse Grantee for reasonable expenses incurred while Grantee completes the final quarterly report and the annual evaluation report, with the provision that total grant costs shall not exceed the grant amount specified in the annual budget.
- c. Should Grantee default in the performance of this Agreement or materially breach any of its provisions which remain uncured by Grantee to the satisfaction of Commission after fifteen (15) days written notice to Grantee, Commission, at its option, may terminate this Agreement by giving written notification of termination to Grantee. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of Commission property, dishonesty, or theft.

18. No Waiver:

- a. The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

19. Disputes:

- a. Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.
- b. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for

declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

20. Captions:

- a. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21. Number and Gender:

- a. In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

22. Mandatory and Permissive:

- a. “Shall” is mandatory. “May” is permissive.

23. Successors And Assigns:

- a. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. Counterparts:

- a. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

25. Other Documents:

- a. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

26. Controlling Law:

- a. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

27. Authority:

- a. Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

28. Negotiated Agreement:

- a. This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

29. No Reliance On Representations:

- a. Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

30. Standard of Care:

- a. Commission has relied upon the professional ability and training of the Grantee as a material inducement to enter into this Agreement. Grantee hereby warrants that all of Grantee's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws. It is

understood that acceptance of Grantee's work by Commission shall not operate as a waiver or release.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FIRST 5 TUOLUMNE COUNTY COMMISSION	GRANTEE
By: Cori Allen, Commission Chair	By: Cathy Parker, Superintendent
APPROVED AS TO LEGAL FORM:	
By: Cody Nesper, Commission Counsel	

Exhibit A SCOPE OF WORK

Service Description - Benchmarks - Documentation & Reporting - Evaluation

SERVICE DESCRIPTION

Tuolumne County Superintendent of Schools Smile Keepers Program

Services

Smile Keepers will provide twice yearly dental education, screening, and fluoride varnish application for approximately 500 children (age birth – 5) per year at area preschools and service sites, including services to special education preschool classrooms. Children will receive services in accordance with parent permission slips. Services will be provided by a Registered Dental Assistant or a Registered Dental Hygienist (required by Head Start). All screening results will be sent home with children. Dental referrals will be provided for children with moderate to urgent dental needs, with follow up phone calls to families as necessary.

Smile Keepers will also provide preventive dental education for families in prenatal classes at Sonora Regional Medical Center, serving up to 75 parents per year. Parents will be provided with take home kits for good oral hygiene habits for baby and new parents. Follow up post cards will be sent to families at baby's 6 month and 1 year birthday with reminders to begin fluoride drops, daily oral care and visiting the dentist at 1 year of age.

Smile Keepers will provide trainings to 20 educators and health care providers on oral health care.

Smile Keepers will identify children in need of the First 5 Dental Help Fund and will facilitate families' applications, and coordinate treatment with local dentists.

Smile Keepers will provide outreach on dental prevention and treatment at the ICES Children's Fair, kindergarten registrations, and Give Kids a Smile with Safari Smiles Dental.

Evidence-Based or Promising Practice: First Smiles

Funding Sources: First 5 Tuolumne County for 0-5 program; the larger Smile Keepers program infrastructure is supported by Denti-Cal billing and other funding for children ages 6-18 (Sonora Area Foundation and local donations).

BENCHMARKS

The following benchmarks shall be demonstrated each quarter:

1. Grantee will demonstrate steady progress in scheduling and performing dental screenings, dental treatment and parent education, and will report on activities quarterly.

2. The grantee shall demonstrate a good faith effort to provide the following service levels. The numbers below may be duplicated between the years.
 - a. 500 children receive at least one First 5 screening and fluoride treatment annually
 - b. All service sites receive two visits/year, with a goal for 50% of screened children to receive two First 5 screenings and fluoride treatments annually
 - c. 75 parents participate in prevention education annually.
 - d. 20 educators and health care providers will receive training in oral health care.
3. At least one staff member with decision making authority will attend a minimum of 4 Grantee Joint Service Planning meetings in FY 19-20, and quarterly thereafter.
4. There is a system in place for collecting data for the evaluation which is due in September of each year.

The benchmarks may be renegotiated with the mutual consent of both parties at the annual review, without requiring an amendment to this contract.

DOCUMENTATION AND REPORTING

The Contractor shall provide quarterly service data and demographic data on children up to age five and their caregivers served. This data shall include individual client data if available, where clients are identified with unique identifiers. The Contractor shall ensure that agency confidentiality protocols shall allow for the sharing of this non-identifiable data. The Contractor shall report on each individual's prevention services, dental status, and whether there has been a referral for treatment.

The Commission shall provide quarterly benchmark reporting forms to the Contractor prior to the due date of the reports.

There will be four benchmark reports due each contract year (to be submitted with the financial reports) as follows:

	For period:	Report Due:
Quarter 1	Jul 1-Sep 30	Oct 31
Quarter 2	Oct 1 – Dec 31	Jan 31
Quarter 3	Jan 1 – Mar 31	Apr 30
Quarter 4	Apr 1 – Jun 30	Jul 31

EVALUATION

The Contractor shall collect data to measure its progress toward the desired outcomes. Annual evaluation data and data summaries shall be provided to the Commission by **September 1st following each contract year**. Individual client evaluation data shall be made available upon request. The Commission shall provide evaluation reporting forms to the Contractor no later than one month prior to the due date of the report.

The evaluation plan may be renegotiated with the mutual consent of both parties without requiring an amendment to this contract.

Desired Outcomes and Indicators

1. Children will have the supports and resources they need to develop in a healthy fashion and to enter kindergarten ready to learn.

Standards of Practice: Services provided by the following professionals, licensed and in good standing in the State of California: (1) Registered Dental Assistant; (2) Registered Dental Hygienist Alternate Practice; (3) a local dentist (DDS), who serves in an advisory capacity.

Indicators and Data Collection:

1.1 Children receive oral health screenings and fluoride treatments as early as possible, practice good hygiene, get treatment.
Data: <ul style="list-style-type: none">a) Comprehensive data, reported quarterly, on oral health education, screenings and fluoride treatments, including: number of children 0-5 served, the sites and dates where the services were provided, and information on the status of children's oral health and referrals. (Goal: 500 children)b) Annual description of service elements that provide children with a positive early dental care experience and help children learn and practice prevention techniques such as tooth brushing.c) Ongoing communication regarding Dental Help Fund referrals, facilitation, and child treatment.
1.2 Caregivers learn about and have access to preventative oral care, dental treatment for children 0-5.
Data: <ul style="list-style-type: none">a) Quarterly report on the number of parents who participate in oral health prevention education, and the sites where the services were provided. (Goal: 75/year)b) Parents report new information and skills that they learned as a result of participating in the classes (1 class/year assessed with a questionnaire).c) Annual description of service elements that assist parents in accessing dental care for their children when tooth decay is present.

1.3 Educators and Health Care providers will have access to oral health care education.
Data: <ul style="list-style-type: none"> a) Quarterly reports on number of providers who participate in oral health prevention education and the sites where the services were provided. (Goal: 20/year)

Exhibit B BUDGET

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	TOTAL
Personnel					
.51 FTE Coordinator Salary	\$ 33,547	\$ 35,209	\$ 36,954	\$ 38,786	\$ 144,496
Benefits	\$ 13,331	\$ 14,707	\$ 15,607	\$ 16,418	\$ 60,063
Subtotal Personnel:	\$ 46,878	\$ 49,916	\$ 52,561	\$ 55,204	\$ 204,559
Operating/Other Costs					
Contractor	\$ 3,900	\$ 3,900	\$ 2,910	\$ 2,010	\$ 12,720
Dental Supplies	\$ 1,400	\$ 890	\$ 720	\$ 532	\$ 3,542
Subtotal Operating/Other:	\$ 5,300	\$ 4,790	\$ 3,630	\$ 2,542	\$ 16,262
Administrative/ Indirect	\$ 4,537	\$ 4,749	\$ 4,879	\$ 5,014	\$ 19,179
Subtotal Admin/Indirect:	\$ 4,537	\$ 4,749	\$ 4,879	\$ 5,014	\$ 19,179
TOTAL:	\$ 56,715	\$ 59,455	\$ 61,071	\$ 62,760	\$ 240,000
Grant Revenue Request	\$ 56,715	\$ 59,455	\$ 61,071	\$ 62,760	\$ 240,000

EXHIBIT C.
CHECKLIST FOR ANNUAL FUNDING REVIEW

This checklist shall be used for the annual review of benchmarks, annual budgets, and determination on carry-over funds.

- 1. The Commission commits to allowing the carry-over of unspent funds from this Fiscal Year ____ to the next (FY ____), if all of the following conditions are met:**
 - a) The benchmarks for the period July – March have been met or, if they have not been met, a satisfactory explanation has been provided to the Commission and a plan for improvement and/or for new benchmarks has been received and approved by the Commission.
 - b) The Grantee is making progress on the evaluation plan as follows:
 - a. The quarterly reports indicate that evaluation data has been collected during the months July – March.
 - b. The previous year's evaluation report, due in September, has demonstrated that positive outcomes are being measured for children, families, and/or service providers, as appropriate to the evaluation plan.
 - c) The Grantee has provided a written explanation to the Commission as to the reason the budget was under-spent, and has provided a proposed budget for the following fiscal year, and this explanation and proposed budget do not raise questions regarding supplantation, fund mismanagement, inappropriate budget requests or other areas of concern.
- 2. A budget amendment has been submitted for FY _____. Or Not Applicable _____**
- 3. Proposed changes to the annual benchmarks and/or evaluation plan have been submitted for FY _____. Or Not Applicable _____**



Agenda Item: 9
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 9**

SUBJECT:

Request to

1. Approve the contract with the Amador-Tuolumne Community Action Agency for \$271,936 for 4 years to support the Family Learning Center
2. Authorize the Chair to sign the contract.

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve the contract with the Amador-Tuolumne Community Action Agency in the amount of \$271,936 for the Family Learning Center for Fiscal Years 2019/2020-2022/2023.

BACKGROUND:

On March 6, 2019 the First 5 Tuolumne Commission approved the application and grant allocation amount for the Family Learning Center.

On March 19, 2019 the First 5 Director and the Amador-Tuolumne Community Action Agency Early Childhood Services Director, Marcia Williams, met to negotiate the contract and build the Scope of Work.

The Family Learning Center grant has been significantly decreased from the previous grant cycle from \$121,000 in FY 2018/2019 to \$65,000 in FY 2019/2020.

The minor changes in the program are accounted for in the Scope of Work and Benchmarks.

ADDITIONAL INFORMATION:

Review the Contract:

Grant Agreement Between the First 5 Tuolumne Commission and the Amador-Tuolumne Community Action Agency

GRANT AGREEMENT BETWEEN
FIRST 5 COMMISSION TUOLUMNE AND
ATCAA Family Learning Center

This Grant Agreement (“Agreement”) is made by and between the First 5 Commission Tuolumne (hereinafter referred to as “Commission” or “Grantor” Amador-Tuolumne Community Action Agency, (hereinafter referred to as “Grantee”).

WHEREAS, First 5 Commission Tuolumne is authorized by the California Children and Families Act of 1998 (“the Act”) and by Tuolumne County Ordinance Code, Chapter 8.40, to expend monies allocated to it for purposes authorized by the Act and by the Commission’s strategic plan for the support and improvement of early childhood development within Tuolumne County; and

WHEREAS, Grantor desires to have work described in Exhibit “A” (Scope of Work) performed; and

WHEREAS, Grantee possesses the necessary qualifications to perform the work described herein; and

WHEREAS, Grantor has taken formal action authorizing a four year grant to Grantee, not to exceed the amount of \$271,936; subject to the terms and conditions as set forth in this Grant Agreement;

WHEREAS, the term of this Grant Agreement shall be from July 1,2019, through June 30, 2023, unless sooner terminated as set forth herein. This grant is made with the understanding the Commission has no obligation to provide other or additional support or grants to the Grantee. Grantees with multi-year funding acknowledge that continued funding is dependent upon the reporting, participation and degree to which obligations set forth in this Grant Agreement are met.

NOW THEREFORE BE IT AGREED between the Grantor and Grantee as follows:

1. Grantee Obligations:

- a. This Agreement shall be accompanied by Exhibit A (Scope of Work), which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for Grantor by Grantee. Grantee agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner. Final reporting requirements are included in this Agreement from July 1, 2019 –June 30 of 2023. However, no grant related program services beyond the final reporting requirements that are provided subsequent to June 30, 2023, are authorized or reimbursable unless prior written consent was obtained from the Commission.

- b. The Grantee must meet the following requirements in order for this Grant to be funded for multiple years: (1) the service benchmarks are met; (2) positive outcomes are demonstrated; (3) funder requirements are met; and (4) there are no other factors that would affect termination of the Agreement for cause as stipulated in Section 17 of this Agreement.

2. Grant Award:

- a. The Commission has determined the services provided under this Agreement are consistent with the Commission's most recently adopted Strategic Plan.
- b. For work satisfactorily performed, Commission shall reimburse Grantee for work performed in an amount not to exceed \$271,936 over a period of four fiscal years.
- c. It is the intent of the Commission to approve carry-over of unspent funds from one fiscal year to the next, during the duration of this Agreement, if allowed by the First 5 California Commission, and if specific conditions are met as stipulated in Exhibit C of this Agreement, which is attached hereto and incorporated herein by this reference.
- d. Payment Schedule: Funds shall be provided through a reimbursement schedule, a pre-payment arrangement, or a combination of the two.
 - i. Reimbursement Schedule: Grantee shall submit Fiscal & Benchmark Reports/Reimbursement Requests on the forms provided by the Commission by the dates indicated in Exhibit A. Scope of Work. Commission shall make every effort to reimburse Grantee within 30 days of approved reports. The grant funds shall be reimbursed for the line items in the budget attached as Exhibit B in this Agreement, and in annual approved budgets thereafter. If the expenses for total personnel costs or total operating expenses increase more than 15%, a new budget must be approved by the Commission prior to reimbursement. Changes over 15% in specific line item amounts within these categories may be approved by the Executive Director of the Commission.
 - ii. Prepayment: Grantee shall receive, upon request, as start-up funds, an amount equivalent to the expenses it will incur during a negotiated period of program operation, if it is able to demonstrate: (1) its capacity for efficient and effective start-up of activities; (2) that it has, in place, established fiscal controls, record keeping and fund accounting procedures; and (3) that it can demonstrate a need for start-up funds. For the duration of the Agreement, these funds shall be considered as pre-payment for the equivalent quarterly expenditures; shall be spent down in the last quarter of each fiscal

year, and shall be reinstated at the beginning of each fiscal year, as per the approved prepayment Agreement. All reporting requirements shall be the same as for reimbursement schedule payments. For prepayments of more than 4 months of funding, Grantee must also be able to demonstrate a 10-year history of successful operation and an outlook of strong fiscal solvency, as well as all of criteria listed above.

e. Property:

- i. Fixed Asset Provision: Fixed assets are those tangible assets of significant value having a utility which extends beyond the current year that are broadly classified as land, buildings and improvements, and equipment. Significant value is defined as a cost of \$5,000.00 or more. Commission shall consider those items costing less than \$5,000.00 per unit, but whose total cost for units purchased for the project exceeds an aggregate amount of \$5,000.00, to qualify for this provision. This grant Agreement shall not be used for the purchase of any fixed assets without prior consent by the Commission.
- ii. Other property: All property which is not considered a fixed asset, including finished or unfinished documents, data, studies and reports prepared or purchased by the Grantee under this Agreement, will be disposed of in accordance with the direction of the Commission. Any small tools and/or equipment (not considered fixed assets) furnished to the Grantee by the Commission and/or purchased by the Grantee with funds pursuant to this Agreement, will be limited to use within the activities outlined in this Agreement and will remain the property of the Commission. Upon termination of this Agreement, Grantee will dispose of such small tools and/or equipment in accordance with the direction of the Commission.

f. Standards of Conduct:

- i. Grantee shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Grantee, its executive staff and employees, in administering this agreement, shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- ii. Supplies, materials, equipment or services purchased with agreement funds shall be used solely for purposes allowed under this agreement.

- iii. Grantee shall agree to review the California Children and Families Commission's *Principles On Equity* and shall agree to make a good faith effort to adopt these principles in the design and operation of the services funded under this grant agreement. These principles are available for review both on the First 5 Tuolumne website and the First 5 CA website.

g. Accounting and Cash Management:

- i. Grantee shall have in place established fiscal controls, record keeping and fund accounting procedures to ensure the proper disbursement of, and accounting for, program funds paid to the Grantee and disbursed by the Grantee, under this Agreement.
- ii. At the termination of this Agreement, funds not expended for the purpose of this Agreement shall be immediately remitted to the Commission and no longer available to the Grantee, unless the Commission renegotiates an extension of the Agreement term. Any funds previously obligated by the Grantee shall be spent within one (1) year of the termination of the Agreement.

3. No Supplanting Funds:

- a. This direct service grant may only be used to expand or enhance existing programs or to initiate new services or programs benefitting children prenatal or age five. Revenue allocations from the Commission shall only be used to supplement existing levels of service and not to fund existing levels of service. Funds may not be used to supplant federal, state, county, or other monies available to the agency for any purpose.
- b. Grantee understands that failure to comply with this provision shall constitute a breach of this Grant Agreement. Should such breach occur the Commission may terminate or revise the grant to reduce the amount of funding by the amount the Grantee should have been receiving for the program. If the Commission determines that supplanting has occurred, Grantee shall also be required to reimburse the Commission for all funds that were used in violation of this provision

4. Audit and Access to Records:

- a. Grantee shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and shall cooperate with all auditors.
- b. Contractors and/or auditors performing audits of the Grantee or its subcontracting service providers shall immediately report to the

Commission any incidents of fraud, abuse or other criminal activity in relation to this Agreement, or to the Children and Families Act of 1998.

- c. Grantee shall retain all records pertinent to this Agreement for a period of three years from the date of final payment of this Agreement. If, at the end of three years, there is litigation or an audit involving those records, the Grantee will retain the records until the resolution of such litigation or audit. The Commission and/or the California Children and Families Commission, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

5. Disallowed Costs:

- a. Grantee shall be liable for and shall repay, to the Commission, any amounts expended under this Agreement found not to be in accordance with the provisions of the Children and Families Act of 1998 or with the First 5 California Local Area Agreement with First 5 Tuolumne, which shall become part of this agreement by reference.

6. Availability of Funds:

- a. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation:
 - i. This Agreement is entered into with the assumption that the first source of funding will come from that portion of the Commission's trust fund that is committed for expenditures under this Agreement. The remainder of the funding will come from tobacco tax revenues that are projected to be available in future fiscal years, under the provisions of the guiding state legislation, Health and Safety Code Section 130100-130155, and through Agreements with the California Children and Families Commission. This information is published in the annually adopted First 5 Tuolumne County Commission Long Term Financial Plan
 - ii. If there is a legal ruling that renders the Commission unable to disburse these funds, or if First 5 California takes action that results in those funds no longer being available, this Agreement will terminate, without penalty, liability or expense of any kind on the date defined by that legal ruling or action.
 - iii. If sufficient tobacco tax funds are not made available to the Commission at the funding level provided in this Agreement, and if there are no longer Commission trust funds committed for this Agreement this Agreement will terminate, without penalty, liability

or expense of any kind, at the end of the term for which sufficient funds are appropriated.

- iv. This Agreement will terminate, without penalty, liability or expense of any kind to the Commission, at the end of any fiscal year in the event that funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated, when there are no remaining trust funds committed for this Agreement.
- v. The Commission has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other Agreements. The Commission's budget decisions are subject to the discretion of the Commissioners. The Commission shall make a good faith effort to fund this Agreement. Grantee's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

7. Insurance:

- a. The Grantee shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County of Tuolumne. The Grantee's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Grantee shall provide notice to the Risk Manager of the County of Tuolumne by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
 - i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit

shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee's or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Grantee agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- b. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County of Tuolumne, its elected or appointed officers, officials, employees, agents and volunteers and the Commission and its appointed officers, officials, agents and volunteers are to be covered as additional insureds ("County/Commission additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County/Commission additional insureds, and shall not include any special limitations to coverage provided to the County/Commission additional insureds. Any insurance maintained by the County/Commission, including any self-insured retention the County/Commission may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County/Commission additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County/Commission additional insureds.
- c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the

- County's/Commission's option, Grantee shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
 - e. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.
 - f. Grantee shall ensure that any subcontractors providing work covered by this Agreement maintain the levels of insurance and endorsements thereof as required by this Section. Any deviations shall require approval by the Risk Manager.

8. Hold Harmless and Indemnification:

- a. Grantee shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") and the Commission, its officials, employees, agents and volunteers (collectively "Commission) from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Grantee, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County and/or Commission for any expenditures, including reasonable attorney's fees, the County and/or Commission may make by reason of such matters and, if requested by County and/or Commission, shall defend any such suits at the sole cost and expense of Grantee. Grantee's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County and/or Commission or any other person; provided, however, that Grantee shall not be required to indemnify County and/or Commission for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County and/or Commission.
- b. If such indemnification becomes necessary, the County Counsel for the County of Tuolumne shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County and/or Commission. This indemnification clause shall survive the termination or expiration of this Agreement.

9. Independent Contractor:

- a. It is understood that Grantee, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Commission. Grantee shall obtain no rights to retirement benefits or other benefits which accrue to County's or Commission's employees, and Grantor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Grantee are performing in that capacity for and on behalf of the Grantee and not the Commission. The Commission shall not be obligated in any way to pay any wage claims or other claims made against the Grantee by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

10. Assignment:

- a. Inasmuch as this Agreement is intended to secure the specialized services of Grantee, Grantee may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the Commission. None of the work to be performed by Grantee shall be subcontracted without the prior written consent of the Commission. Grantee shall be as fully responsible to the Commission for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Grantee is for the acts and omissions of persons directly employed by the Grantee. Commission approved contracts between Grantee and any subcontractor shall contain requirements equivalent to those imposed upon Grantee under this Agreement.

11. Notice:

- a. Any and all notices, reports or other communications to be given to Commission or Grantee shall be given to the persons representing the respective parties at the following addresses:

GRANTEE:

Marcia Williams, Early Childhood Services Director
Amador-Tuolumne Community Action Agency
427 N. Highway 49, Suite 305
Sonora, CA 95370
Email: mwilliams@atcaa.org
Phone: 209-533-0361 x241

COMMISSION:

Sarah Garcia, Director
First 5 Tuolumne
175 Fairview Lane
Sonora, CA 95370
Email: sgarcia@tcsos.us
Phone: 209-536-2070

12. Compliance:

- a. Grantee shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Grantee's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Grantee shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. Public Records Act:

- a. Grantee is aware that this Agreement and any documents provided to the Commission may be subject to the California Public Records Act and may be disclosed to members of the public upon request.

14. Ownership of Data:

- a. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Commission; and no further agreement will be necessary to transfer ownership to Commission. Grantee shall furnish Commission all necessary copies of data needed to complete the review and approval process.

15. Entire Agreement and Modification:

- a. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Grantee and the Executive Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

16. Enforceability and Severability:

- a. The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. Termination and Rights Upon Termination:

- a. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Grantee shall immediately be paid all fees earned as of the effective date of termination.
- b. Either party may terminate this Agreement for convenience on June 30th of any fiscal year by giving the other party notice on or before March 15th of any calendar year. From and after the date such a notice becomes effective, Grantee shall cease performance of the duties specified Exhibit A of this Agreement, but Grantee and Commission shall continue to be bound by all other terms and conditions of the Agreement until fully performed. Commission agrees to reimburse Grantee for reasonable expenses incurred while Grantee completes the final quarterly report and the annual evaluation report, with the provision that total grant costs shall not exceed the grant amount specified in the annual budget.
- c. Should Grantee default in the performance of this Agreement or materially breach any of its provisions which remain uncured by Grantee to the satisfaction of Commission after fifteen (15) days written notice to Grantee, Commission, at its option, may terminate this Agreement by giving written notification of termination to Grantee. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of Commission property, dishonesty, or theft.

18. No Waiver:

- a. The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

19. Disputes:

- a. Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.
- b. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for

declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

20. Captions:

- a. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21. Number and Gender:

- a. In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

22. Mandatory and Permissive:

- a. “Shall” is mandatory. “May” is permissive.

23. Successors And Assigns:

- a. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. Counterparts:

- a. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

25. Other Documents:

- a. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

26. Controlling Law:

- a. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

27. Authority:

- a. Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

28. Negotiated Agreement:

- a. This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

29. No Reliance On Representations:

- a. Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

30. Standard of Care:

- a. Commission has relied upon the professional ability and training of the Grantee as a material inducement to enter into this Agreement. Grantee hereby warrants that all of Grantee's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws. It is

understood that acceptance of Grantee's work by Commission shall not operate as a waiver or release.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FIRST 5 TUOLUMNE COUNTY COMMISSION	GRANTEE
By: Cori Allen, Commission Chair	By: _____, Executive Director
APPROVED AS TO LEGAL FORM:	
By: Cody Nesper, Commission Counsel	

Exhibit A
SCOPE OF WORK
Revised March 2019

Service Description - Benchmarks - Documentation & Reporting - Evaluation

SERVICE DESCRIPTION

ATCAA Family Learning Center in Tuolumne County

The ATCAA Family Learning Center serves approximately 25 families /year with children aged birth-5 through a Family Literacy Model. It will serve 50 families a year through linkage to community resources. The program provides parenting classes, GED preparation, counseling, Life Skills classes, ESL classes and training for parents to support their role as their child(ren)'s first and most important teacher. Program provides transportation, medical and dental appointments, counseling appointments and other services. Program also provides translation services for Spanish speaking families to help them access services.

Evidence-Based or Promising Practice:

1. The Five Protective Factors Framework
1. Even Start Family Literacy Model (CA Education Code)
2. *Family Support Principles*: CA Family Resource Center Association; *Guidelines (TCM)*: Welfare and Institution Code Sec 14132.44, CA CSD

Funding Sources: First 5 Tuolumne County; Welfare to Work; Head Start

BENCHMARKS

The following benchmarks shall be demonstrated each quarter:

1. The program is providing comprehensive and holistic access to learning opportunities for parents and young children to promote family self-sufficiency, good parenting, early education, and good health. Specifically:
 - Adult education services (Skills Development strand and English Learner strand) targeted to parents who have low literacy levels or low educational levels through direct service, community linkages, or both.
 - Parenting Education and Support and Parent and Child Together Time
 - Substance abuse recovery and support group and individual counseling.
 - Pregnant women are co-enrolled in Early Head Start and receive prenatal education, and linkages to medical and lactation support
 - Family Literacy activities, including Ready Rosie parenting videos and a summer Family Literacy program.
 - Case management services, including linkages to parenting education, family support services and health education and services.
 - Developmental screening for children

- Linkages for children to early childhood education; co-enrollment in Early/Head Start whenever possible.
- Transportation to training, or medical or social services.

One center is in full operation, offering all program components year round, with at least 15 hours/week devoted to class time. The program provides comprehensive services to at least 25 primary caregivers/year who are pregnant or have children ages birth-five.

2. At least one staff member with decision making authority will attend a minimum of 4 Contractor Joint Service Planning meetings in FY 19-20, and quarterly thereafter.
3. There is a system in place for collecting data for the evaluation which is due in September of each year.

The benchmarks may be renegotiated with the mutual consent of both parties at the annual review, without requiring an amendment to this contract.

DOCUMENTATION AND REPORTING

The Contractor shall provide quarterly service data and demographic data on children up to age five and their caregivers served. This data shall include individual client data if available, where clients are identified with unique identifiers. The Contractor shall ensure that agency confidentiality protocols shall allow for the sharing of this non-identifiable data. The Contractor shall report on each individual's participation in program services, including but not limited to adult education, family literacy, case management, transportation services, linkages for children to early education services and developmental screenings. The Contractor shall report on successful linkages to other programs.

The Commission shall provide quarterly benchmark reporting forms to the Contractor prior to the due date of the reports.

There will be four benchmark reports due each contract year (to be submitted with the financial reports) as follows:

	For period:	Report Due:
Quarter 1	Jul 1-Sep 30	Oct 31
Quarter 2	Oct 1 – Dec 31	Jan 31
Quarter 3	Jan 1 – Mar 31	Apr 30
Quarter 4	Apr 1 – Jun 30	Jul 31

EVALUATION

The Contractor shall collect data to measure its progress toward the desired outcomes. Annual evaluation data and data summaries shall be provided to the Commission by **September 1st following each contract year**. Individual client evaluation data shall be made available upon request. The Commission shall provide evaluation reporting forms to the Contractor no later than one month prior to the due date of the report.

The evaluation plan may be renegotiated with the mutual consent of both parties without requiring an amendment to this contract.

Desired Outcomes and Indicators, aligned with the Protective Factors Framework

- 1. Primary caregivers will have the supports and resources they need to break the cycle of generational poverty, substance abuse, trauma and dysfunction.**

Indicators and Data Collection:

1.1 Caregivers work toward financial stability as evidenced by their participation in job skills training and /or adult education, obtaining drivers' licenses, and/or enrolling in college.
Protective Factor: <u>Parental Resilience</u> Data: 1. Number of parents that met or made measurable progress on their educational and/or employment goals.
1.2 Caregivers expand their supportive social connections.
Protective Factor: <u>Social Connections</u> Data: 1. Number of parents with children ages 0-5 who attend support groups 2. Number of parents with children ages 6+ who attend support groups
1.3 Caregivers are effectively linked to concrete supports and resources, including food, shelter, domestic violence prevention services, medical services, and addiction treatment and recovery support.
Protective Factor: <u>Concrete Supports in Times of Need</u> Data: 1. Referral records, participation rates in services offered or transportation to off-site services.

2. **Primary caregivers will have the supports and resources they need to be their child's first and best teacher.**

Indicators and Data Collection:

2.1 Caregivers learn about the importance of early brain development and early literacy and learn activities to do at home.
Protective Factor: <u>Knowledge of Parenting and Child Development</u> Data: 1. Number of caregivers that participate in Ready Rosie parenting videos/classes 2. Number/percentage of caregivers reporting that they learned new information about early brain development and /or early literacy
2.2 Caregivers engage in ASQ screening and learn about developmental milestones.
Protective Factor: <u>Social and Emotional Competence in Children</u> Data: a. Number of parents that engage in a developmental screening and subsequent discussion of developmental milestones specific to their child. <i>(Goal is for all children of parents enrolled to receive at least one developmental screening, either from ATCAA or from another provider, and for all parents to engage in a discussion of developmental milestones.)</i>

3. **Children will have the supports and resources they need to develop in a healthy fashion and to enter kindergarten ready to learn.**

Indicators and Data Collection:

3.1 Children are enrolled in a quality early learning program.
Protective Factors: <u>Knowledge of Parenting and Child Development, Social and Emotional Competence in Children</u> Data: 1. Number of children from participating families that are enrolled in Early Head Start, Head Start, or another licensed, quality ECE setting. (Goal: 75%)

Exhibit B
BUDGET
ATCAA FAMILY LEARNING AND SUPPORT SERVICES

ATCAA Family Learning Center	Proposed Budget				
	FY 19/20	FY 20/21	FY 21/22	FY 22/23	Total
Personnel					
Family Support Manager	14,675	15,000	15,375	15,973	61,023
Community & Family Engagement Coord	14,675	15,000	15,375	15,973	61,023
Total Salaries and Wages	29,350	30,000	30,750	31,946	122,046
Fringe Benefits	7,201	7,828	8,008	8,270	31,307
Total Personnel	36,551	37,828	38,758	40,216	153,353
Operating Costs					
Supplies: Family Literacy	3,500	3,500	3,500	3,500	14,000
Rent & Utilities	2,800	2,800	2,800	3,000	11,400
Household Supplies/Maintenance	2,000	2,000	2,000	2,200	8,200
Communications	4,800	4,800	5,000	5,000	19,600
Transportation (gas and vehicle maintenance)	1,500	1,600	1,650	1,650	6,400
Staff Training/Travel	2,000	2,375	2,500	2,500	9,375
Insurance (vehicle, liability)	250	250	250	250	1,000
Contractual (detailed below)	5,000	5,000	5,500	5,500	21,000
GED/ESL (for coverage when College is closed) \$25/hr. for 50 hrs.	1,250	1,250	1,250	1,250	5,000
Childcare (evenings and summer) 2 providers x \$15/hr. for 125 hours	3,750	3,750	4,250	4,250	16,000
Total Operations	21,850	22,325	23,200	23,600	90,975
Total Direct Costs	58,401	60,153	61,958	63,816	244,328
ATCAA Indirect Costs @ 11.3%	6,599	6,797	7,001	7,211	27,608
TOTAL REQUEST TO FIRST 5	65,000	66,950	68,959	71,027	271,936
Increase =		2.91%	2.91%	2.91%	

EXHIBIT C.
CHECKLIST FOR ANNUAL FUNDING REVIEW

This checklist shall be used for the annual review of benchmarks, annual budgets, and determination on carry-over funds.

- 1. The Commission commits to allowing the carry-over of unspent funds from this Fiscal Year ____ to the next (FY ____), if all of the following conditions are met:**
 - a) The benchmarks for the period July – March have been met or, if they have not been met, a satisfactory explanation has been provided to the Commission and a plan for improvement and/or for new benchmarks has been received and approved by the Commission.
 - b) The Contractor is making progress on the evaluation plan as follows:
 - a. The quarterly reports indicate that evaluation data has been collected during the months July – March.
 - b. The previous year's evaluation report, due in September, has demonstrated that positive outcomes are being measured for children, families, and/or service providers, as appropriate to the evaluation plan.
 - c) The Contractor has provided a written explanation to the Commission as to the reason the budget was under-spent, and has provided a proposed budget for the following fiscal year, and this explanation and proposed budget do not raise questions regarding supplantation, fund mismanagement, inappropriate budget requests or other areas of concern.
- 2. A budget amendment has been submitted for FY _____. Or Not Applicable _____**
- 3. Proposed changes to the annual benchmarks and/or evaluation plan have been submitted for FY _____. Or Not Applicable _____**



Agenda Item: 10
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 10**

SUBJECT:

Request to

1. Approve a contract with Infant Child Enrichment Services for \$564,789 for 4 years to support the Raising Healthy Families Program
2. Authorize the Chair to sign the contract.

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve the contract with Infant Child Enrichment Services for \$564,789 for 4 years to support the Raising Healthy Families Program. Fiscal Years 19/20-22/23.

BACKGROUND:

On March 6, 2019 the First 5 Tuolumne Commission approved the application and grant allocation amount for the Family Learning Center.

On March 18, 2019 the First 5 Director, the Infant Child Enrichment Services Director, Cheryl Dodge, Department Manager, Natalie Gray, and Fiscal Manager, Athena Low, met to negotiate the contract and build the Scope of Work.

The Raising Healthy Families grant has increased from the previous grant cycle. This increase in funding will provide support to a new program called "Calm the Crisis".

The changes in the program are accounted for in the Scope of Work and Benchmarks.

ADDITIONAL INFORMATION:

Review the Contract:

Grant Agreement Between the First 5 Tuolumne Commission and Infant Child Enrichment Services

**GRANT AGREEMENT BETWEEN
FIRST 5 COMMISSION TUOLUMNE AND
INFANT CHILD ENRICHMENT SERVICES**

This Grant Agreement (“Agreement”) is made by and between the First 5 Commission Tuolumne (hereinafter referred to as “Commission” or “Grantor” Infant Child Enrichment Services, a public benefit non-profit corporation (hereinafter referred to as “Grantee”).

WHEREAS, First 5 Commission Tuolumne is authorized by the California Children and Families Act of 1998 (“the Act”) and by Tuolumne County Ordinance Code, Chapter 8.40, to expend monies allocated to it for purposes authorized by the Act and by the Commission’s strategic plan for the support and improvement of early childhood development within Tuolumne County; and

WHEREAS, Grantor desires to have work described in Exhibit “A” (Scope of Work) performed; and

WHEREAS, Grantee possesses the necessary qualifications to perform the work described herein; and

WHEREAS, Grantor has taken formal action authorizing a four year grant to Grantee, not to exceed the amount of \$564,789; subject to the terms and conditions as set forth in this Grant Agreement;

WHEREAS, the term of this Grant Agreement shall be from July 1, 2019, through June 30, 2023, unless sooner terminated as set forth herein. This grant is made with the understanding the Commission has no obligation to provide other or additional support or grants to the Grantee. Grantees with multi-year funding acknowledge that continued funding is dependent upon the reporting, participation and degree to which obligations set forth in this Grant Agreement are met.

NOW THEREFORE BE IT AGREED between the Grantor and Grantee as follows:

1. Grantee Obligations:

- a. This Agreement shall be accompanied by Exhibit A (Scope of Work), which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for Grantor by Grantee. Grantee agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner. Final reporting requirements are included in this Agreement from July 1, 2019 –June 30 of 2023. However, no grant related program services beyond the final reporting requirements that are provided subsequent to June 30, 2023, are authorized or reimbursable unless prior written consent was obtained from the Commission.

- b. The Grantee must meet the following requirements in order for this Grant to be funded for multiple years: (1) the service benchmarks are met; (2) positive outcomes are demonstrated; (3) funder requirements are met; and (4) there are no other factors that would affect termination of the Agreement for cause as stipulated in Section 17 of this Agreement.

2. Grant Award:

- a. The Commission has determined the services provided under this Agreement are consistent with the Commission's most recently adopted Strategic Plan.
- b. For work satisfactorily performed, Commission shall reimburse Grantee for work performed in an amount not to exceed \$564,789 over a period of four fiscal years.
- c. It is the intent of the Commission to approve carry-over of unspent funds from one fiscal year to the next, during the duration of this Agreement, if allowed by the First 5 California Commission, and if specific conditions are met as stipulated in Exhibit C of this Agreement, which is attached hereto and incorporated herein by this reference.
- d. Payment Schedule: Funds shall be provided through a reimbursement schedule, a pre-payment arrangement, or a combination of the two.
 - i. Reimbursement Schedule: Grantee shall submit Fiscal & Benchmark Reports/Reimbursement Requests on the forms provided by the Commission by the dates indicated in Exhibit A. Scope of Work. Commission shall make every effort to reimburse Grantee within 30 days of approved reports. The grant funds shall be reimbursed for the line items in the budget attached as Exhibit B in this Agreement, and in annual approved budgets thereafter. If the expenses for total personnel costs or total operating expenses increase more than 15%, a new budget must be approved by the Commission prior to reimbursement. Changes over 15% in specific line item amounts within these categories may be approved by the Executive Director of the Commission.
 - ii. Prepayment: Grantee shall receive, upon request, as start-up funds, an amount equivalent to the expenses it will incur during a negotiated period of program operation, if it is able to demonstrate: (1) its capacity for efficient and effective start-up of activities; (2) that it has, in place, established fiscal controls, record keeping and fund accounting procedures; and (3) that it can demonstrate a need for start-up funds. For the duration of the Agreement, these funds shall be considered as pre-payment for the equivalent quarterly expenditures; shall be spent down in the last quarter of each fiscal

year, and shall be reinstated at the beginning of each fiscal year, as per the approved prepayment Agreement. All reporting requirements shall be the same as for reimbursement schedule payments. For prepayments of more than 4 months of funding, Grantee must also be able to demonstrate a 10-year history of successful operation and an outlook of strong fiscal solvency, as well as all of criteria listed above.

e. Property:

- i. Fixed Asset Provision: Fixed assets are those tangible assets of significant value having a utility which extends beyond the current year that are broadly classified as land, buildings and improvements, and equipment. Significant value is defined as a cost of \$5,000.00 or more. Commission shall consider those items costing less than \$5,000.00 per unit, but whose total cost for units purchased for the project exceeds an aggregate amount of \$5,000.00, to qualify for this provision. This grant Agreement shall not be used for the purchase of any fixed assets without prior consent by the Commission.
- ii. Other property: All property which is not considered a fixed asset, including finished or unfinished documents, data, studies and reports prepared or purchased by the Grantee under this Agreement, will be disposed of in accordance with the direction of the Commission. Any small tools and/or equipment (not considered fixed assets) furnished to the Grantee by the Commission and/or purchased by the Grantee with funds pursuant to this Agreement, will be limited to use within the activities outlined in this Agreement and will remain the property of the Commission. Upon termination of this Agreement, Grantee will dispose of such small tools and/or equipment in accordance with the direction of the Commission.

f. Standards of Conduct:

- i. Grantee shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Grantee, its executive staff and employees, in administering this agreement, shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- ii. Supplies, materials, equipment or services purchased with agreement funds shall be used solely for purposes allowed under this agreement.

- iii. Grantee shall agree to review the California Children and Families Commission's *Principles on Equity* and shall agree to make a good faith effort to adopt these principles in the design and operation of the services funded under this grant agreement. These principles are available for review both on the First 5 Tuolumne website and the First 5 CA website.

g. Accounting and Cash Management:

- i. Grantee shall have in place established fiscal controls, record keeping and fund accounting procedures to ensure the proper disbursement of, and accounting for, program funds paid to the Grantee and disbursed by the Grantee, under this Agreement.
- ii. At the termination of this Agreement, funds not expended for the purpose of this Agreement shall be immediately remitted to the Commission and no longer available to the Grantee, unless the Commission renegotiates an extension of the Agreement term. Any funds previously obligated by the Grantee shall be spent within one (1) year of the termination of the Agreement.

3. No Supplanting Funds:

- a. This direct service grant may only be used to expand or enhance existing programs or to initiate new services or programs benefitting children prenatal or age five. Revenue allocations from the Commission shall only be used to supplement existing levels of service and not to fund existing levels of service. Funds may not be used to supplant federal, state, county, or other monies available to the agency for any purpose.
- b. Grantee understands that failure to comply with this provision shall constitute a breach of this Grant Agreement. Should such breach occur the Commission may terminate or revise the grant to reduce the amount of funding by the amount the Grantee should have been receiving for the program. If the Commission determines that supplanting has occurred, Grantee shall also be required to reimburse the Commission for all funds that were used in violation of this provision

4. Audit and Access to Records:

- a. Grantee shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and shall cooperate with all auditors.
- b. Contractors and/or auditors performing audits of the Grantee or its subcontracting service providers shall immediately report to the

Commission any incidents of fraud, abuse or other criminal activity in relation to this Agreement, or to the Children and Families Act of 1998.

- c. Grantee shall retain all records pertinent to this Agreement for a period of three years from the date of final payment of this Agreement. If, at the end of three years, there is litigation or an audit involving those records, the Grantee will retain the records until the resolution of such litigation or audit. The Commission and/or the California Children and Families Commission, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

5. Disallowed Costs:

- a. Grantee shall be liable for and shall repay, to the Commission, any amounts expended under this Agreement found not to be in accordance with the provisions of the Children and Families Act of 1998 or with the First 5 California Local Area Agreement with First 5 Tuolumne, which shall become part of this agreement by reference.

6. Availability of Funds:

- a. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation:
 - i. This Agreement is entered into with the assumption that the first source of funding will come from that portion of the Commission's trust fund that is committed for expenditures under this Agreement. The remainder of the funding will come from tobacco tax revenues that are projected to be available in future fiscal years, under the provisions of the guiding state legislation, Health and Safety Code Section 130100-130155, and through Agreements with the California Children and Families Commission. This information is published in the annually adopted First 5 Tuolumne County Commission Long Term Financial Plan
 - ii. If there is a legal ruling that renders the Commission unable to disburse these funds, or if First 5 California takes action that results in those funds no longer being available, this Agreement will terminate, without penalty, liability or expense of any kind on the date defined by that legal ruling or action.
 - iii. If sufficient tobacco tax funds are not made available to the Commission at the funding level provided in this Agreement, and if there are no longer Commission trust funds committed for this Agreement this Agreement will terminate, without penalty, liability

or expense of any kind, at the end of the term for which sufficient funds are appropriated.

- iv. This Agreement will terminate, without penalty, liability or expense of any kind to the Commission, at the end of any fiscal year in the event that funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated, when there are no remaining trust funds committed for this Agreement.
- v. The Commission has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other Agreements. The Commission's budget decisions are subject to the discretion of the Commissioners. The Commission shall make a good faith effort to fund this Agreement. Grantee's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

7. Insurance:

- a. The Grantee shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County of Tuolumne. The Grantee's insurance policy (ies) shall be placed with insurer(s) with acceptable Best's rating of A: VII or with approval of the Risk Manager. The Grantee shall provide notice to the Risk Manager of the County of Tuolumne by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
 - i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit

shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee's or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Grantee agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- b. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County of Tuolumne, it's elected or appointed officers, officials, employees, agents and volunteers and the Commission and its appointed officers, officials, agents and volunteers are to be covered as additional insureds ("County/Commission additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County/Commission additional insureds, and shall not include any special limitations to coverage provided to the County/Commission additional insureds. Any insurance maintained by the County/Commission, including any self-insured retention the County/Commission may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County/Commission additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County/Commission additional insureds.

- c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's/Commission's option, Grantee shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- e. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.
- f. Grantee shall ensure that any subcontractors providing work covered by this Agreement maintain the levels of insurance and endorsements thereof as required by this Section. Any deviations shall require approval by the Risk Manager.

8. Hold Harmless and Indemnification:

- a. Grantee shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") and the Commission, its officials, employees, agents and volunteers (collectively "Commission) from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Grantee, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County and/or Commission for any expenditures, including reasonable attorney's fees, the County and/or Commission may make by reason of such matters and, if requested by County and/or Commission, shall defend any such suits at the sole cost and expense of Grantee. Grantee's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County and/or Commission or any other person; provided, however, that Grantee shall not be required to indemnify County and/or Commission for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County and/or Commission.
- b. If such indemnification becomes necessary, the County Counsel for the County of Tuolumne shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County and/or

Commission. This indemnification clause shall survive the termination or expiration of this Agreement.

9. Independent Contractor:

- a. It is understood that Grantee, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Commission. Grantee shall obtain no rights to retirement benefits or other benefits which accrue to County's or Commission's employees, and Grantor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Grantee are performing in that capacity for and on behalf of the Grantee and not the Commission. The Commission shall not be obligated in any way to pay any wage claims or other claims made against the Grantee by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

10. Assignment:

- a. Inasmuch as this Agreement is intended to secure the specialized services of Grantee, Grantee may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the Commission. None of the work to be performed by Grantee shall be subcontracted without the prior written consent of the Commission. Grantee shall be as fully responsible to the Commission for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Grantee is for the acts and omissions of persons directly employed by the Grantee. Commission approved contracts between Grantee and any subcontractor shall contain requirements equivalent to those imposed upon Grantee under this Agreement.

11. Notice:

- a. Any and all notices, reports or other communications to be given to Commission or Grantee shall be given to the persons representing the respective parties at the following addresses:

GRANTEE:

Cheryl Dodge, Executive Director
Infant Child Enrichment Services
20993 Niagara River Drive
Sonora, CA 95370
Email: cheryld@icesagency.org
Phone: 209-533-0377

COMMISSION:

Sarah Garcia, Director
First 5 Tuolumne
175 Fairview Lane
Sonora, CA 95370
Email: sgarcia@tcsos.us
Phone: 209-536-2070

12. Compliance:

- a. Grantee shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Grantee's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Grantee shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. Public Records Act:

- a. Grantee is aware that this Agreement and any documents provided to the Commission may be subject to the California Public Records Act and may be disclosed to members of the public upon request.

14. Ownership of Data:

- a. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Commission; and no further agreement will be necessary to transfer ownership to Commission. Grantee shall furnish Commission all necessary copies of data needed to complete the review and approval process.

15. Entire Agreement and Modification:

- a. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Grantee and the Executive Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

16. Enforceability and Severability:

- a. The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. Termination and Rights Upon Termination:

- a. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Grantee shall immediately be paid all fees earned as of the effective date of termination.
- b. Either party may terminate this Agreement for convenience on June 30th of any fiscal year by giving the other party notice on or before March 15th of any calendar year. From and after the date such a notice becomes effective, Grantee shall cease performance of the duties specified Exhibit A of this Agreement, but Grantee and Commission shall continue to be bound by all other terms and conditions of the Agreement until fully performed. Commission agrees to reimburse Grantee for reasonable expenses incurred while Grantee completes the final quarterly report and the annual evaluation report, with the provision that total grant costs shall not exceed the grant amount specified in the annual budget.
- c. Should Grantee default in the performance of this Agreement or materially breach any of its provisions which remain uncured by Grantee to the satisfaction of Commission after fifteen (15) days written notice to Grantee, Commission, at its option, may terminate this Agreement by giving written notification of termination to Grantee. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of Commission property, dishonesty, or theft.
- d. The Grantee may terminate this Agreement prior to its expiration and upon thirty (30) days written notice to Grantor, as a result of insolvency, incapacity, or inability to complete the Contract terms and Scope of Work as stated herein; and whereas Grantee is unable to resolve issues within sixty (60) days of written notice of termination to Grantor.

18. No Waiver:

- a. The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

19. Disputes:

- a. Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be

entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

- b. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

20. Captions:

- a. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21. Number and Gender:

- a. In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

22. Mandatory and Permissive:

- a. "Shall" is mandatory. "May" is permissive.

23. Successors And Assigns:

- a. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. Counterparts:

- a. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

25. Other Documents:

- a. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

26. Controlling Law:

- a. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

27. Authority:

- a. Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

28. Negotiated Agreement:

- a. This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

29. No Reliance On Representations:

- a. Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

30. Standard of Care:

- a. Commission has relied upon the professional ability and training of the Grantee as a material inducement to enter into this Agreement. Grantee hereby warrants that all of Grantee's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws. It is

understood that acceptance of Grantee's work by Commission shall not operate as a waiver or release.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FIRST 5 TUOLUMNE COUNTY COMMISSION	GRANTEE
By: Cori Allen, Commission Chair	By: Cheryl Dodge, Executive Director
APPROVED AS TO LEGAL FORM:	
By: Cody Nesper, Commission Counsel	

Exhibit A

SCOPE OF WORK

Service Description - Benchmarks - Documentation & Reporting - Evaluation

SERVICE DESCRIPTION

Infant Child Enrichment Services Raising Healthy Families Home Visiting Parenting Support and Education Program (RHF)

Home Visiting Element: The RHF Program will provide professional and paraprofessional home visiting along with case management to high risk families with pregnant women or children birth to five. The target population is parents throughout Tuolumne County who are overburdened and whose children are developing in stressful, unresponsive, under-stimulating or violent environments. Parents are self-referred or referred by community agency/organizations. For families who are currently in crisis, we employ our Home Visiting model where our first goal is to *Calm the Crisis*TM they are experiencing. We achieve this by using a brief *Solution-Focused Therapeutic Intervention*. Parents receive a comprehensive intake, using systematic questioning and a strengths-based approach. The intention is to help clients recognize their own resiliency and identify some of the ways in which to build problem solving skills to effectively cope with their problems. Using this *Solution Focused Therapeutic approach* targets the client's default solution patterns, evaluates them for efficacy, and modifies or replaces them with effective problem-solving approaches. As parents begin to display appropriate patterns of solution talk, they complete the Adult –Adolescent Parenting Inventory, and then are assigned to a Home visitor. Appropriate referrals are made in the interim. Visits generally occur in the home when children are present. Visits start at a weekly frequency, and then become less frequent as the family becomes stabilized. The curriculum used is Nurturing Parenting, and the strategies align with the Protective Factors' Framework. Key home visit elements include:

- Incorporating family needs and family engagement into the action plan;
- Implementation of evidence-based flexible and adaptable solution- focused intervention treatment
- Integrate evidence-based curriculum (Nurturing Parenting);
- Conducting ASQ screenings with children, where a screening has not already been done;
- Building elements of the Protective Factor's Framework into the service model;
- Making appropriate referrals and following up;
- Teaching parents about children's early brain development and engaging them in activities to promote early learning.

Parenting Classes and Workshops Element: Parenting Classes will be targeted to the general populace with children ages birth to five, and will be provided at parent-friendly locations, or co-located with other services. The classes will serve a minimum of 35 parents/year, and will include:

- A year-round weekly class for parents of children 0-5, with 8-week sessions on specific topics aligned with the Protective Factors – all classes taught at out location, 20993 Niagara River Drive
- Monthly workshops for families of children 0-5 including two workshops on trauma and resiliency, and strengthening families
- Additional theme-based classes and workshops offered in response to partner requests.

Evidence-Based or Promising Practice:

1. The Five Protective Factors Framework
2. Solution-Focused Brief Therapeutic Intervention
3. Nurturing Parenting
4. Ages and Stages Questionnaire (ASQ)

Funding Sources:

- First 5 Tuolumne County supports the services outlined in this contract for families with children 0-5;
- Similar services for families with children ages 6-18, as well as additional services for families with children 0-5 are funded with, Mental Health Services Act funding (Prevention and Early Intervention funds).

BENCHMARKS

Measurable progress toward the following benchmarks shall be demonstrated each quarter:

1. At least 20 First 5 families per year (families with pregnant women or children up to age five) will receive intensive in-home services, as described in the “Service Description” section above.
2. At least 35 First 5 families per year (families with pregnant women or children up to age five) will participate in parenting classes, as described in the “Service Description” section above.
3. The program will provide case management services, including linkages to other family support, educational and health services, and will participate in collaborative case management with other agencies and programs, where appropriate. This will include an active partnership with the First 5 SELF program operated by the Tuolumne County Supt. of Schools Office.
4. At least one staff member with decision making authority will attend a minimum of four Contractor Joint Service Planning meetings in FY 19-20 and quarterly thereafter.
5. There is a system in place for collecting data for the evaluation, which is due in September of each year.

The benchmarks may be renegotiated with the mutual consent of both parties at the annual review, without requiring an amendment to this contract.

DOCUMENTATION AND REPORTING

The Contractor shall provide quarterly service data and demographic data on parents and children served. This data shall include individual client data if available, where clients are identified with unique identifiers. The Contractor shall ensure that agency confidentiality protocols shall allow for the sharing of this non-identifiable data.

The Commission shall provide quarterly benchmark reporting forms to the Contractor prior to the due date of the reports.

There will be four benchmark reports due each contract year (to be submitted with the financial reports) as follows:

	For period:	Report Due:
Quarter 1	Jul 1-Sep 30	Oct 31
Quarter 2	Oct 1 – Dec 31	Jan 31
Quarter 3	Jan 1 – Mar 31	Apr 30
Quarter 4	Apr 1 – Jun 30	Jul 31

EVALUATION

The Contractor shall collect data to measure its progress toward the desired outcomes. Annual evaluation data and data summaries shall be provided to the Commission by **September 1st following each contract year**. Individual client evaluation data shall be made available upon request. The Commission shall provide evaluation reporting forms to the Contractor no later than one month prior to the due date of the report.

The evaluation plan may be renegotiated with the mutual consent of both parties without requiring an amendment to this contract.

Desired Outcomes and Indicators, aligned with the Protective Factors Framework

- 1. Primary caregivers will have the supports and resources they need to be their child's first and best teacher.**

Indicators and Data Collection:

1.1 Caregivers receive education and skill building opportunities on positive parenting techniques.
Protective Factor: <u>Knowledge of Parenting and Child Development</u> Data: <ol style="list-style-type: none">Number of parents receiving RHF home visits and case management, with detail on the types of services provided to each family.

- b. Number of parents taking RHF parenting classes, and their attendance.
- c. Improvements in parenting behaviors will be measured using the RHF Parent Observation Assessment as a pre-test, and at intervals of 6 months, 12 months, and program exit. (*Goal: Improvement by 75% of parents receiving home visits.*)
- d. Improvements in parenting knowledge and beliefs will be measured by the Nurturing Parenting Adult-Adolescent Parenting Inventory (AAPI) administered as a pre- and post test to individual clients. (*Goal: Improvement by 75% of parents receiving home visits and/or participating in Nurturing Parenting classes.*)
- e. Parents (with children birth-five) that complete parenting education classes will report that they learned new skills and put at least one into place. (*Goal: at least 80% of parents.*)

1.2 Caregivers engage in ASQ screening and learn about developmental milestones.

Protective Factor: Social and Emotional Competence in Children

Data:

- a. Number of children age 1 month – 5.5 years that receive an ASQ at the home visit, done jointly with the primary caregiver.
- b. Number of children, ages 2 months – 5.5 years that receive an ASQ-SE, done jointly with the primary caregiver.
- c. Number of children that receive (or have received) a development and/or social-emotional screening from another provider in the last year.
- d. Number of parents that engage in a discussion of developmental milestones specific to their child as part of the ASQ or in another context.

(*Goal is for all children of parents enrolled in the home visiting program to receive at least one developmental screening, either from RHF or from another provider, and for all parents to engage in a discussion of developmental milestones.*)

1.3 Caregivers learn about the importance of early brain development and early learning and engage their children in activities at home.

Protective Factor: Knowledge of Parenting and Child Development

Data:

- a. Number of parents that have been provided with information and activities, during home visits, to promote their child's early brain development and early learning.
- b. Number of parents that are observed engaging their children in early learning activities, or who describe to their home visitors having done so.

(*Goal is for all parents participating for 3 months or more to be provided with the information and for 75% of parents to engage their children at home in activities.*)

2. **Primary caregivers will have the supports and resources they need to break the cycle of generational poverty, substance abuse, trauma and dysfunction.**

Indicators and Data Collection:

2.1 Caregivers expand their supportive social connections.
Protective Factor: <u>Parental Resilience and Social Connections</u> Data: <ul style="list-style-type: none">a. Number of parents that participate in social networking activities. (Data collected on home visiting program only).b. Number of parents that expand their supportive social connections, as reported to or observed by the home visitor. <i>(Goal is for all parents participating for 3 months or more to participate in activities and for 75% of parents to expand their social connections.)</i>
2.2 Parents are offered support services as early as possible following a child abuse report.
Protective Factor: <u>Concrete Support in Times of Need</u> Data: <ul style="list-style-type: none">a. Number of parents (with children ages birth to five) that have been offered RHF services following a child abuse report.b. Total number of parents (with children ages birth to five) that participate in RHF services following a child abuse report, and the type of RHF services that they engage in, regardless of funding source.

Exhibit B
BUDGET
Infant Child Enrichment Services
Raising Healthy Families Home Visiting
Parent Support and Education Program

2019-2023 BUDGET

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Personnel					
Salary Coordination	\$ 63,889	\$ 65,806	\$ 67,780	\$ 69,813	\$ 267,288
Benefits	\$ 26,217	\$ 27,004	\$ 27,814	\$ 28,648	\$ 109,682
Subtotal Personnel:	\$ 90,106	\$ 92,809	\$ 95,593	\$ 98,461	\$ 376,970
Operating/Other Costs					
Contracted Services	\$ 3,380	\$ 3,481	\$ 3,586	\$ 3,693	\$ 14,141
Supplies and Office Expense	\$ 4,869	\$ 5,015	\$ 5,166	\$ 5,320	\$ 20,370
Facility and Equipment Expense	\$ 4,246	\$ 4,373	\$ 4,505	\$ 4,640	\$ 17,764
Travel and Meeting Expenses	\$ 5,963	\$ 6,142	\$ 6,326	\$ 6,516	\$ 24,947
Other Expenses	\$ 4,238	\$ 4,365	\$ 4,496	\$ 4,630	\$ 17,729
Fix Asset Purchases					
Subtotal Operating/Other:	\$ 22,696	\$ 23,377	\$ 24,078	\$ 24,800	\$ 94,951
Management and General allocations	\$ 22,198	\$ 22,864	\$ 23,550	\$ 24,256	\$ 92,868
Subtotal Operating/Admin:	\$ 44,894	\$ 46,241	\$ 47,628	\$ 49,056	\$ 187,819
TOTAL:	\$ 135,000	\$ 139,050	\$ 143,222	\$ 147,517	\$ 564,789

EXHIBIT C.
CHECKLIST FOR ANNUAL FUNDING REVIEW

This checklist shall be used for the annual review of benchmarks, annual budgets, and determination on carry-over funds.

1. The Commission commits to allowing the carry-over of unspent funds from this Fiscal Year ____ to the next (FY ____), if all of the following conditions are met:

- a) The benchmarks for the period July – March have been met or, if they have not been met, a satisfactory explanation has been provided to the Commission and a plan for improvement and/or for new benchmarks has been received and approved by the Commission.
- b) The Contractor is making progress on the evaluation plan as follows:
 - a. The quarterly reports indicate that evaluation data has been collected during the months July – March.
 - b. The previous year’s evaluation report, due in September, has demonstrated that positive outcomes are being measured for children, families, and/or service providers, as appropriate to the evaluation plan.
- c) The Contractor has provided a written explanation to the Commission as to the reason the budget was under-spent, and has provided a proposed budget for the following fiscal year, and this explanation and proposed budget do not raise questions regarding supplantation, fund mismanagement, inappropriate budget requests or other areas of concern.

2. A budget amendment has been submitted for FY _____. Or Not Applicable _____

3. Proposed changes to the annual benchmarks and/or evaluation plan have been submitted for FY _____. Or Not Applicable _____



Agenda Item: 11
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 11**

SUBJECT:

Request to

1. Approve a contract with the Tuolumne County Superintendent of Schools for \$418,363 for 4 years to support Quality Counts Coaching Program
2. Authorize the Chair to sign the contract.

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve the contract with Tuolumne County Superintendent of Schools for \$418,363 for 4 years to support Quality Counts Coaching Program. Fiscal Years 19/20-22/23.

BACKGROUND:

On March 6, 2019 the First 5 Tuolumne Commission approved the application and grant allocation amount for the Family Learning Center.

On March 20, 2019 the First 5 Director, the Tuolumne County Superintendent, Cathy Parker, and the Social-Emotional Learning Foundations coordinator, Donna Meiss, met to negotiate the contract and build the Scope of Work.

The Quality Counts Coaching Program will now be called the Supporting Early Education and Development (SEED) program.

This program will be working closely with the Quality Counts Tuolumne consortia to continue the quality improvements in all of our participating child care programs by providing coaching to educators and caregivers to enhance their knowledge of child development and continuous improvement of their childcare/school environments.

The details of the program are accounted for in the Scope of Work and Benchmarks.

ADDITIONAL INFORMATION:

Review the Contract:

Grant Agreement Between the First 5 Tuolumne Commission and the Tuolumne County Superintendent of Schools

GRANT AGREEMENT BETWEEN
FIRST 5 COMMISSION TUOLUMNE AND
TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS

This Grant Agreement (“Agreement”) is made by and between the First 5 Commission Tuolumne (hereinafter referred to as “Commission” or “Grantor” Tuolumne County Superintendent of Schools, (hereinafter referred to as “Grantee”).

WHEREAS, First 5 Commission Tuolumne is authorized by the California Children and Families Act of 1998 (“the Act”) and by Tuolumne County Ordinance Code, Chapter 8.40, to expend monies allocated to it for purposes authorized by the Act and by the Commission’s strategic plan for the support and improvement of early childhood development within Tuolumne County; and

WHEREAS, Grantor desires to have work described in Exhibit “A” (Scope of Work) performed; and

WHEREAS, Grantee possesses the necessary qualifications to perform the work described herein; and

WHEREAS, Grantor has taken formal action authorizing a four year grant to Grantee, not to exceed the amount of **\$ 418,362**; subject to the terms and conditions as set forth in this Grant Agreement;

WHEREAS, the term of this Grant Agreement shall be from July 1, 2019, through June 30, 2023, unless sooner terminated as set forth herein. This grant is made with the understanding the Commission has no obligation to provide other or additional support or grants to the Grantee. Grantees with multi-year funding acknowledge that continued funding is dependent upon the reporting, participation and degree to which obligations set forth in this Grant Agreement are met.

NOW THEREFORE BE IT AGREED between the Grantor and Grantee as follows:

1. Grantee Obligations:

- a. This Agreement shall be accompanied by Exhibit A (Scope of Work), which is incorporated herein by this reference, and which includes a description of the duties and services to be performed for Grantor by Grantee. Grantee agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner. Final reporting requirements are included in this Agreement from July 1, 2019 –June 30 of 2023. However, no grant related program services beyond the final reporting requirements that are provided subsequent to June 30, 2023, are authorized or reimbursable unless prior written consent was obtained from the Commission.

- b. The Grantee must meet the following requirements in order for this Grant to be funded for multiple years: (1) the service benchmarks are met; (2) positive outcomes are demonstrated; (3) funder requirements are met; and (4) there are no other factors that would affect termination of the Agreement for cause as stipulated in Section 17 of this Agreement.

2. Grant Award:

- a. The Commission has determined the services provided under this Agreement are consistent with the Commission's most recently adopted Strategic Plan.
- b. For work satisfactorily performed, Commission shall reimburse Grantee for work performed in an amount not to exceed **\$418,362** over a period of four fiscal years.
- c. It is the intent of the Commission to approve carry-over of unspent funds from one fiscal year to the next, during the duration of this Agreement, if allowed by the First 5 California Commission, and if specific conditions are met as stipulated in Exhibit C of this Agreement, which is attached hereto and incorporated herein by this reference.
- d. Payment Schedule: Funds shall be provided through a reimbursement schedule, a pre-payment arrangement, or a combination of the two.
 - i. Reimbursement Schedule: Grantee shall submit Fiscal & Benchmark Reports/Reimbursement Requests on the forms provided by the Commission by the dates indicated in Exhibit A. Scope of Work. Commission shall make every effort to reimburse Grantee within 30 days of approved reports. The grant funds shall be reimbursed for the line items in the budget attached as Exhibit B in this Agreement, and in annual approved budgets thereafter. If the expenses for total personnel costs or total operating expenses increase more than 15%, a new budget must be approved by the Commission prior to reimbursement. Changes over 15% in specific line item amounts within these categories may be approved by the Executive Director of the Commission.
 - ii. Prepayment: Grantee shall receive, upon request, as start-up funds, an amount equivalent to the expenses it will incur during a negotiated period of program operation, if it is able to demonstrate: (1) its capacity for efficient and effective start-up of activities; (2) that it has, in place, established fiscal controls, record keeping and fund accounting procedures; and (3) that it can demonstrate a need for start-up funds. For the duration of the Agreement, these funds shall be considered as pre-payment for the equivalent quarterly expenditures; shall be spent down in the last quarter of each fiscal year, and shall be reinstated at the beginning of each fiscal year, as per the approved prepayment Agreement. All reporting requirements shall be the same as for reimbursement schedule payments. For prepayments of more than 4 months of funding, Grantee must also be able to demonstrate a 10-year history of successful operation and an outlook of strong fiscal solvency, as well as all of criteria listed above.

e. Property:

- i. Fixed Asset Provision: Fixed assets are those tangible assets of significant value having a utility which extends beyond the current year that are broadly classified as land, buildings and improvements, and equipment. Significant value is defined as a cost of \$5,000.00 or more. Commission shall consider those items costing less than \$5,000.00 per unit, but whose total cost for units purchased for the project exceeds an aggregate amount of \$5,000.00, to qualify for this provision. This grant Agreement shall not be used for the purchase of any fixed assets without prior consent by the Commission.
- ii. Other property: All property which is not considered a fixed asset, including finished or unfinished documents, data, studies and reports prepared or purchased by the Grantee under this Agreement, will be disposed of in accordance with the direction of the Commission. Any small tools and/or equipment (not considered fixed assets) furnished to the Grantee by the Commission and/or purchased by the Grantee with funds pursuant to this Agreement, will be limited to use within the activities outlined in this Agreement and will remain the property of the Commission. Upon termination of this Agreement, Grantee will dispose of such small tools and/or equipment in accordance with the direction of the Commission.

f. Standards of Conduct:

- i. Grantee shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Grantee, its executive staff and employees, in administering this agreement, shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- ii. Supplies, materials, equipment or services purchased with agreement funds shall be used solely for purposes allowed under this agreement.
- iii. Grantee shall agree to review the California Children and Families Commission's *Principles On Equity* and shall agree to make a good faith effort to adopt these principles in the design and operation of the services funded under this grant agreement. These principles are available for review both on the First 5 Tuolumne website and the First 5 CA website.

g. Accounting and Cash Management:

- i. Grantee shall have in place established fiscal controls, record keeping and fund accounting procedures to ensure the proper disbursement of, and accounting for, program funds paid to the Grantee and disbursed by the Grantee, under this Agreement.

- ii. At the termination of this Agreement, funds not expended for the purpose of this Agreement shall be immediately remitted to the Commission and no longer available to the Grantee, unless the Commission renegotiates an extension of the Agreement term. Any funds previously obligated by the Grantee shall be spent within one (1) year of the termination of the Agreement.

3. No Supplanting Funds:

- a. This direct service grant may only be used to expand or enhance existing programs or to initiate new services or programs benefitting children prenatal or age five. Revenue allocations from the Commission shall only be used to supplement existing levels of service and not to fund existing levels of service. Funds may not be used to supplant federal, state, county, or other monies available to the agency for any purpose.
- b. Grantee understands that failure to comply with this provision shall constitute a breach of this Grant Agreement. Should such breach occur the Commission may terminate or revise the grant to reduce the amount of funding by the amount the Grantee should have been receiving for the program. If the Commission determines that supplanting has occurred, Grantee shall also be required to reimburse the Commission for all funds that were used in violation of this provision

4. Audit and Access to Records:

- a. Grantee shall maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and shall cooperate with all auditors.
- b. Contractors and/or auditors performing audits of the Grantee or its subcontracting service providers shall immediately report to the Commission any incidents of fraud, abuse or other criminal activity in relation to this Agreement, or to the Children and Families Act of 1998.
- c. Grantee shall retain all records pertinent to this Agreement for a period of three years from the date of final payment of this Agreement. If, at the end of three years, there is litigation or an audit involving those records, the Grantee will retain the records until the resolution of such litigation or audit. The Commission and/or the California Children and Families Commission, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

5. Disallowed Costs:

- a. Grantee shall be liable for and shall repay, to the Commission, any amounts expended under this Agreement found not to be in accordance with the provisions of the Children and Families Act of 1998 or with the First 5 California Local Area

Agreement with First 5 Tuolumne, which shall become part of this agreement by reference.

6. Availability of Funds:

- a. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation:
 - i. This Agreement is entered into with the assumption that the first source of funding will come from that portion of the Commission's trust fund that is committed for expenditures under this Agreement. The remainder of the funding will come from tobacco tax revenues that are projected to be available in future fiscal years, under the provisions of the guiding state legislation, Health and Safety Code Section 130100-130155, and through Agreements with the California Children and Families Commission. This information is published in the annually adopted First 5 Tuolumne County Commission Long Term Financial Plan
 - ii. If there is a legal ruling that renders the Commission unable to disburse these funds, or if First 5 California takes action that results in those funds no longer being available, this Agreement will terminate, without penalty, liability or expense of any kind on the date defined by that legal ruling or action.
 - iii. If sufficient tobacco tax funds are not made available to the Commission at the funding level provided in this Agreement, and if there are no longer Commission trust funds committed for this Agreement this Agreement will terminate, without penalty, liability or expense of any kind, at the end of the term for which sufficient funds are appropriated.
 - iv. This Agreement will terminate, without penalty, liability or expense of any kind to the Commission, at the end of any fiscal year in the event that funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated, when there are no remaining trust funds committed for this Agreement.
 - v. The Commission has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other Agreements. The Commission's budget decisions are subject to the discretion of the Commissioners. The Commission shall make a good faith effort to fund this Agreement. Grantee's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

7. Insurance:

- a. The Grantee shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County of Tuolumne. The Grantee's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Grantee shall provide notice to the Risk Manager of the County of Tuolumne by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
 - i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee's or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Grantee agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- b. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
 - i. The County of Tuolumne, its elected or appointed officers, officials, employees, agents and volunteers and the Commission and its appointed

officers, officials, agents and volunteers are to be covered as additional insureds (“County/Commission additional insureds”).

- ii. This policy shall be considered, and include a provision it is, primary as respects the County/Commission additional insureds, and shall not include any special limitations to coverage provided to the County/Commission additional insureds. Any insurance maintained by the County/Commission, including any self-insured retention the County/Commission may have, shall be considered excess insurance only and shall not contribute with it.
- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- iv. The insurer waives all rights of subrogation against the County/Commission additional insureds.
- v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County/Commission additional insureds.
- c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County’s/Commission’s option, Grantee shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- e. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.
- f. Grantee shall ensure that any subcontractors providing work covered by this Agreement maintain the levels of insurance and endorsements thereof as required by this Section. Any deviations shall require approval by the Risk Manager.

8. Hold Harmless and Indemnification:

- a. Grantee shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, “County”) and the Commission, its officials, employees, agents and volunteers (collectively “Commission) from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, “Liability”) arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Grantee, its officers, employees, agents,

contractors, consultants, or any person under its direction or control and shall make good to and reimburse County and/or Commission for any expenditures, including reasonable attorney's fees, the County and/or Commission may make by reason of such matters and, if requested by County and/or Commission, shall defend any such suits at the sole cost and expense of Grantee. Grantee's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County and/or Commission or any other person; provided, however, that Grantee shall not be required to indemnify County and/or Commission for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County and/or Commission.

- b. If such indemnification becomes necessary, the County Counsel for the County of Tuolumne shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County and/or Commission. This indemnification clause shall survive the termination or expiration of this Agreement.

9. Independent Contractor:

- a. It is understood that Grantee, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Commission. Grantee shall obtain no rights to retirement benefits or other benefits which accrue to County's or Commission's employees, and Grantor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Grantee are performing in that capacity for and on behalf of the Grantee and not the Commission. The Commission shall not be obligated in any way to pay any wage claims or other claims made against the Grantee by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

10. Assignment:

- a. Inasmuch as this Agreement is intended to secure the specialized services of Grantee, Grantee may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the Commission. None of the work to be performed by Grantee shall be subcontracted without the prior written consent of the Commission. Grantee shall be as fully responsible to the Commission for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Grantee is for the acts and omissions of persons directly employed by the Grantee. Commission approved contracts between Grantee and any subcontractor shall contain requirements equivalent to those imposed upon Grantee under this Agreement.

11. Notice:

- a. Any and all notices, reports or other communications to be given to Commission or Grantee shall be given to the persons representing the respective parties at the following addresses:

GRANTEE:

Cathy Parker, Superintendent
Tuolumne County Superintendent of Schools
175 South Fairview Lane
Sonora, CA 95370
Email: cparker@tcsos.us
Phone: 209-536-2000

COMMISSION:

Sarah Garcia, Director
First 5 Tuolumne
175 Fairview Lane
Sonora, CA 95370
Email: sgarcia@tcsos.us
Phone: 209-536-2070

12. Compliance:

- a. Grantee shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Grantee's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Grantee shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. Public Records Act:

- a. Grantee is aware that this Agreement and any documents provided to the Commission may be subject to the California Public Records Act and may be disclosed to members of the public upon request.

14. Ownership of Data:

- a. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Commission; and no further agreement will be necessary to transfer ownership to Commission. Grantee shall furnish Commission all necessary copies of data needed to complete the review and approval process.

15. Entire Agreement and Modification:

- a. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be

modified by mutual written consent of the Grantee and the Executive Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

16. Enforceability and Severability:

- a. The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. Termination and Rights Upon Termination:

- a. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Grantee shall immediately be paid all fees earned as of the effective date of termination.
- b. Either party may terminate this Agreement for convenience on June 30th of any fiscal year by giving the other party notice on or before March 15th of any calendar year. From and after the date such a notice becomes effective, Grantee shall cease performance of the duties specified Exhibit A of this Agreement, but Grantee and Commission shall continue to be bound by all other terms and conditions of the Agreement until fully performed. Commission agrees to reimburse Grantee for reasonable expenses incurred while Grantee completes the final quarterly report and the annual evaluation report, with the provision that total grant costs shall not exceed the grant amount specified in the annual budget.
- c. Should Grantee default in the performance of this Agreement or materially breach any of its provisions which remain uncured by Grantee to the satisfaction of Commission after fifteen (15) days written notice to Grantee, Commission, at its option, may terminate this Agreement by giving written notification of termination to Grantee. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of Commission property, dishonesty, or theft.

18. No Waiver:

- a. The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

19. Disputes:

- a. Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.
- b. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

20. Captions:

- a. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21. Number and Gender:

- a. In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

22. Mandatory and Permissive:

- a. "Shall" is mandatory. "May" is permissive.

23. Successors And Assigns:

- a. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. Counterparts:

- a. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

25. Other Documents:

- a. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

26. Controlling Law:

- a. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

27. Authority:

- a. Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

28. Negotiated Agreement:

- a. This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

29. No Reliance On Representations:

- a. Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

30. Standard of Care:

- a. Commission has relied upon the professional ability and training of the Grantee as a material inducement to enter into this Agreement. Grantee hereby warrants that all of Grantee's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws. It is understood that acceptance of Grantee's work by Commission shall not operate as a waiver or release.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FIRST 5 TUOLUMNE COUNTY COMMISSION	GRANTEE
By: Cori Allen, Commission Chair	By: Cathy Parker, Superintendent
APPROVED AS TO LEGAL FORM:	
By: Cody Nesper, Commission Counsel	

Exhibit A SCOPE OF WORK

Service Description - Benchmarks - Documentation & Reporting - Evaluation

SERVICE DESCRIPTION

Tuolumne County Superintendent of Schools Supporting Early Education and Development (SEED) Program

Services

The SEED Program will promote and support the development of young children ages 0-5 by providing coaching services to staff in Early Childhood Education programs throughout Tuolumne County. The coach will help address issues associated with developmentally appropriate early childhood practices, classroom management, curriculum implementation, inclusion of children with special needs, and behavior management. This program shall implement a two-strand approach to improving children's development.

- 1.) Coaching: The SEED Program will provide on-site and virtual coaching to child care providers and staff for continuous improvement and maintenance of a quality child care environment in compliance with Quality Rating and Improvement System (QRIS). This will be accomplished by coaching, monitoring, technical assistance and training to multiple sites (preschool or infant-toddler) or licensed family child care homes each year. Coaches will assist with the development, implementation, monitoring and evaluation of quality improvement plans. Coaching will also include assessments of the classroom environment, teacher observations, training, and support. The SEED program will offer training to ECE providers through workshops and other community education including Quality Rating Improvement System (QRIS) linked trainings. Through coaching teachers will learn to recognize developmental delays, and learn how to discuss shared approaches with parents. The model for training and coaching will be the *Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children*, developed by the Center for the Social Emotional Foundations for Early Learning (CSEFEL).
- 2.) Individual Child Consultation: With parental permission, the SEED Coordinator will do child individual child observations while on site and discuss concerns with the Lead Teacher. The coordinator will assist the provider with tools and strategies to minimize the challenging behaviors. When it is evident that putting improved classroom strategies in place has not been sufficient to address behavior issues, the children's parents will be contacted to offered referrals to the appropriate agencies for further assistance. (Special Education, Valley Mountain Regional Center, medical, etc.) Parents will also be provided with a warm hand-off linkage to home visiting services and parenting classes provided by Infant Child Enrichment Services.

Evidence-Based or Promising Practice: *Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children*, developed by the Center for the Social Emotional Foundations for Early Learning (CSEFEL). *California Foundations and Frameworks, Desired*

Results and Developmental Profile Assessment (DRDP) tools, Ages and Stages Questionnaire (ASQ) and ASQ- Social-Emotional (SE), Classroom Assessment and Scoring System (CLASS), and the Environmental Rating Scale(ERS).

Funding Sources: First 5 Tuolumne County.

BENCHMARKS

Measurable progress toward the following benchmarks shall be demonstrated each quarter:

1. Ten early childhood educators per year in Tuolumne County are receiving SEED consultation, utilizing the Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children. Each site receives:
 - Orientation and interviews with the lead teachers/caregivers;
 - Site-specific observations and assessments using appropriate tools such as the TPOT (Teaching Pyramid Observation Tool for preschool), the TPITOS (The Pyramid Infant Toddler Observation Scale) or a modified assessment for Family Child Care Homes, ERS and CLASS.
 - Development of a site-specific training and coaching plan;
 - Training for teachers/caregivers, including the CSEFEL Module 1: Building Relationships and Creating Supportive Environments and Module 2: Social Emotional Teaching Strategies, as appropriate for the teachers/providers;
 - On-site ongoing coaching and support for teachers/caregivers and off-site phone and online coaching;
 - Preparation of materials for use in the classroom to support positive behavior patterns and teacher implementation of new strategies;
 - Where appropriate, facilitated referrals for screening or assessment for children;
 - Linking to other First 5 programs as appropriate.
2. Direct services are being provided to children who are exhibiting severe behaviors that are preventing them from being successful in their early childhood education settings. Parental permission shall be required. These services shall include multiple elements, as appropriate to the child, the ECE site, and the family, such as:
 - Classroom observations
 - Meeting with parents/guardian and teachers/caregivers
 - Teacher training (e.g. CSEFEL Module 3: Individualized Intensive Interventions, as appropriate)
 - Development of a positive behavior support plan, as appropriate
 - Warm hand-off linkages to parenting support and education programs.
 - Linkages and warm hand-offs, as necessary, to medical and mental health professionals, and/or Special Education.
 - Crisis intervention referrals as needed.
2. At least one staff member with decision making authority will attend a minimum of 4 Contractor Joint Service Planning meetings each year.

3. There is a system in place for collecting data for the evaluation which is due in September of each year.

The benchmarks may be renegotiated with the mutual consent of both parties at the annual review, without requiring an amendment to this contract.

DOCUMENTATION AND REPORTING

The Contractor shall provide quarterly service data and demographic data on ECE teachers/providers, children, and parents served. This data shall include individual client data if available, where clients are identified with unique identifiers. The Contractor shall ensure that agency confidentiality protocols shall allow for the sharing of this non-identifiable data.

The Commission shall provide quarterly benchmark reporting forms to the Contractor prior to the due date of the reports.

There will be four benchmark reports due each contract year (to be submitted with the financial reports) as follows:

	For period:	Report Due:
Quarter 1	Jul 1-Sep 30	Oct 31
Quarter 2	Oct 1 – Dec 31	Jan 31
Quarter 3	Jan 1 – Mar 31	Apr 30
Quarter 4	Apr 1 – Jun 30	Jul 31

EVALUATION

The Contractor shall collect data to measure its progress toward the desired outcomes. Annual evaluation data and data summaries shall be provided to the Commission by **September 1st following each contract year**. Individual client evaluation data shall be made available upon request. The Commission shall provide evaluation reporting forms to the Contractor no later than one month prior to the due date of the report.

The evaluation plan may be renegotiated with the mutual consent of both parties without requiring an amendment to this contract.

Desired Outcomes and Indicators, aligned with the Pyramid Model.

- 1. Early childhood educators will have the supports and resources they need to optimally engage children in quality early childhood learning, including children with difficult and challenging behaviors.**

Indicators and Data Collection:

1.1 Teachers receive training and coaching on promoting early social-emotional competencies.
Pyramid Support: <u>Nurturing and Responsive Teacher-Child Relationships</u> Data: <ul style="list-style-type: none"> a. Number of teachers receiving on-site and online consultation, with detail on the types and frequency of services provided to each classroom. (<i>Goal: 10 teachers/year</i>) b. ECE professionals that participate in the classroom consultation complete an annual questionnaire and: (1) report that they have learned and successfully implemented at least 3 new evidence based practices into their classrooms; (2) report that they intend to continue using these practices in future years; and (3) provide one narrative example of how the consultation and implementation improved their classroom environment in a significant manner. (<i>Goal: 100% report</i>)
1.2 Teachers learn to recognize social-emotional delays, and learn how to discuss shared approaches with parents.
Pyramid Support: <u>Targeted Supports to Children</u> Data: <ul style="list-style-type: none"> a. Frequency of facilitated connections with ECE professionals and parents or caregivers. (<i>Quarterly reporting</i>) b. ECE professionals that participate in the classroom consultation will complete an annual questionnaire, and report that they have learned new skills in effectively communicating with parents regarding children's behavioral concerns.

2. Children will have the supports and resources they need to develop in a healthy fashion and to enter kindergarten ready to learn.

Indicators and Data Collection:

2.1 All children receive individualized instruction and support for optimal learning and development informed by child observation and assessment data
Child Observation and Assessment <ul style="list-style-type: none"> a. Number of children receiving developmental screenings b. Number and type of referrals children after completed screenings.
2.2 Children with significant social emotional developmental concerns receive behavioral health services.
Pyramid Support: <u>Intensive intervention for children, where needed.</u> Data:

- a. Number of children being served with individual with detail on the types and frequency of services provided.
- b. Number and type of successful linkages to community services for parents and children.
- c. Pre and post-assessments will measure the extent to which children served with targeted consultation improve their social skills. Social skills will be linked to school readiness and will include, but may not be limited, to the ability to follow teacher direction, to sit and listen to a story, to participate in an age appropriate academic task from start to finish, to play cooperatively with at least one peer, to stop one task and begin another on the teacher's request, to stand in a line, to walk in a line and to take turns in a group situation.
- d. Children's stability in their current ECE setting will be tracked. (*Goal: children served with targeted consultation will not be asked to leave their current ECE setting, unless a facilitated placement to another ECE setting is facilitated, and is in their best interest.*)

Exhibit B BUDGET

Tuolumne County Superintendent of Schools Supporting Early Education and Development (SEED) Program

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	TOTAL
Personnel					
.8133 FTE Coordinator Salary (183 days)	\$ 52,522	\$ 55,148	\$ 57,905	\$ 60,800	\$ 226,375
.05 FTE Certificated Salary/Admin/Eval	\$ 7,093	\$ 7,306	\$ 7,525	\$ 7,751	\$ 29,675
Benefits	\$ 23,290	\$ 25,703	\$ 27,265	\$ 28,663	\$ 104,921
Subtotal Personnel:	\$ 82,905	\$ 88,157	\$ 92,695	\$ 97,214	\$ 360,971
Operating/Other Costs					
Supplies	\$ 2,800	\$ 2,750	\$ 2,300	\$ 1,600	\$ 9,450
Travel/Conference	\$ 6,393	\$ 3,954	\$ 2,711	\$ 1,824	\$ 14,882
Subtotal Operating/Other:	\$ 9,193	\$ 6,704	\$ 5,011	\$ 3,424	\$ 24,332
Administrative/ Indirect	\$ 7,902	\$ 8,139	\$ 8,383	\$ 8,635	\$ 33,059
Subtotal Admin/Indirect:	\$ 7,902	\$ 8,139	\$ 8,383	\$ 8,635	\$ 33,059
TOTAL:	\$ 100,000	\$ 103,000	\$ 106,089	\$ 109,273	\$ 418,362

EXHIBIT C.
CHECKLIST FOR ANNUAL FUNDING REVIEW

This checklist shall be used for the annual review of benchmarks, annual budgets, and determination on carry-over funds.

- 1. The Commission commits to allowing the carry-over of unspent funds from this Fiscal Year ____ to the next (FY ____), if all of the following conditions are met:**
 - a) The benchmarks for the period July – March have been met or, if they have not been met, a satisfactory explanation has been provided to the Commission and a plan for improvement and/or for new benchmarks has been received and approved by the Commission.
 - b) The Contractor is making progress on the evaluation plan as follows:
 - a. The quarterly reports indicate that evaluation data has been collected during the months July – March.
 - b. The previous year's evaluation report, due in September, has demonstrated that positive outcomes are being measured for children, families, and/or service providers, as appropriate to the evaluation plan.
 - c) The Contractor has provided a written explanation to the Commission as to the reason the budget was under-spent, and has provided a proposed budget for the following fiscal year, and this explanation and proposed budget do not raise questions regarding supplantation, fund mismanagement, inappropriate budget requests or other areas of concern.
- 2. A budget amendment has been submitted for FY _____. Or Not Applicable _____**
- 3. Proposed changes to the annual benchmarks and/or evaluation plan have been submitted for FY _____. Or Not Applicable _____**



Agenda Item: 12
Date: APRIL 3, 2019

**FIRST 5 TUOLUMNE
ATTACHMENT 12**

SUBJECT:

Request to

1. Approve a preliminary operating budget for Fiscal Year 2019-20

RECOMMENDATION (PROVIDED AS INFORMATION):

This memo was provided as information for the Board's consideration at the April 3, 2019 Commission meeting. The First 5 Tuolumne Director recommends that the Board approve the preliminary operating budget for Fiscal Year 2019-2020.

BACKGROUND:

The items requesting a change from the previous fiscal year are in yellow.

ADDITIONAL INFORMATION:

Review the 2019-2020 preliminary operating budget.

	2019-2020
Interest Income	\$6,965.87
State - IMPACT	\$97,556.00
State - Mo. Disb, current FY	\$475,000.00
SMIF (state generated interest)	\$100.00
Refunds/Reimbursements	\$0.00
Other Operating Revenue - Grant	\$5,278.50
QRIS CSPP	\$43,912.00
QRIS I/T	\$15,553.00
Revenues This FY Only	\$644,365.37
Total Funds & Revenues	\$645,899.50

	2019-2020
Communications	\$0.00
Dues and Memberships	\$4,000.00
Advertising	\$250.00
Professional Svcs-Admin	\$28,368.09
County Counsel	\$3,000.00
Auditor-Controller (local)	\$250.00
Accounting & Audit (outside audit)	\$11,400.00
Public Health PNP	\$0.00
Oral Health Access	\$3,000.00
Prof Services- Program Svcs: ED	\$54,358.19
Professional Services- Evaluation	\$9,059.70
Commission Meeting Exp	\$0.00
Outreach Expenses	\$300.00
Imagination Library	\$10,556.00
QRIS Preschool	\$43,912.00
QRIS Infant/Toddler	\$15,553.00
ICES Raising Healthy Families	\$135,000.00
ATCAA Family Learning Cntrs	\$65,000.00
Kits for New Parents - Total	\$50.00
TCSOS SELF/SEED	\$100,000.00
TCOE Smile Keepers	\$57,366.50
IMPACT	\$97,556.00
Local Grants	\$12,633.50
Travel -Training and Seminars	\$0.00
Total Expenses	\$651,612.98