

**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 two year grant to Grantee, not to exceed the amount of \$40,000; subject to the terms and conditions as set forth in this Grant Agreement;

WHEREAS, the term of this Grant Agreement shall be from July 1,2023, through September 30, 2025, 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-September of 2025. However, no grant related program services beyond the final reporting requirements (July-September of 2025) that are provided subsequent to June 30, 2025, 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 (\$40,000) over a period of two 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 source of funding is the First 5 California Local Area Agreement with First 5 Tuolumne County for IMPACT Base Layer and Step Layer allocations.
 - 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 IMPACT funds are not made available to the Commission at the funding level provided in 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. Grantee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Grantee, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:
- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Grantee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Grantee's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

- B. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. Additional Insured Status. The County, its officers, officials, employees and volunteers, and the Commission, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

- ii. Primary Coverage. For any claims related to this contract, the Grantee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County/Commission, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County/Commission, its officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
- iii. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County/Commission.
- iv. Waiver of Subrogation. Grantee hereby grants to County/Commission a waiver of any right to subrogation which any insurer of said Grantee may acquire against the County/Commission by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County/Commission has received a waiver of subrogation endorsement from the insurer.
- v. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County/Commission. The County/Commission may require the Grantee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County/Commission.
- vi. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County/Commission.
- vii. Verification of Coverage. Grantee shall furnish the County/Commission with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County/Commission before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee's obligation to provide them. The County/Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii. Special Risks or Circumstances. County/Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- ix. 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.

- x. Claims Made Policies. If any of the required policies provide claims-made coverage:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

8. Hold Harmless and Indemnification:

- a. Grantee shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers, and the Commission and its officers, officials, employees and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Grantee's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County/Commission.
- b. If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the 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:

Chris Mackenzie, Executive Director
Infant Child Enrichment Services
20993 Niagara River Drive
Sonora, CA 95370
Email: chrism@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.

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/Electronic, Facsimile and PDF Signatures:

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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: Cathy Parker Commission Chair	By: Chris Mackenzie Executive Director
APPROVED AS TO LEGAL FORM:	
By: Maria Sullivan Deputy County Counsel	

Exhibit A SCOPE OF WORK

Service Description - Benchmarks - Documentation & Reporting - Evaluation

SERVICE DESCRIPTION QUALITY COUNTS COORDINATION AND SERVICE DELIVERY FOR NON-RATED SITES

BENCHMARKS

Progress toward the following benchmarks shall be demonstrated each quarter:

Contractor’s assigned staff, utilizing both IMPACT Legacy funds and other leveraged agency funds, will annually:

- Review the approved funding applications for IMPACT, to understand the Quality Counts broader funding expectations, as well as the specific expectations for ICES.
- Provide annual recommendations to the First 5 Director on the types of training and coaching that will be available to participating sites, including in-person, and on-line. Come to a mutual decision on these recommendations prior to September, each year, prior to application materials being released.
- Work with First 5 Tuolumne to set stipend rates and participation requirements annually.
- Recruit private child care centers, family child care homes and FFN providers to participate in Quality Counts, meeting or exceeding the following annual goals:

Sites Participating in QI Only	June 2024	June 2025
FFN	5	6
FCC	13	13
Center, non-CSPP	5	5

- Work with site supervisors to ensure their site has:
 - entered demographic data on HUBBE, in the CDF Wizard, or as directed by the First 5 Director.
 - trained all participants on the use of HUBBE for tracking site demographics, teacher participation and eligible units and professional development hours.
 - signed up all staff to the CA ECE Workforce Registry (if applicable)
 - provided W-9s, as needed, for all new participants.
- Develop a quality improvement plan for all sites, which includes all of the required elements: goals, actions steps, and 6-month and 12-month follow-up.
- For any training paid for with Quality Counts funding, ensure that the information on the training is input into the CA ECE Workforce Registry.

- Assist, as needed, in providing training resources and materials to participants to assist them in meeting their site goals and individual goals.
- Work collaboratively with existing community partners to leverage resources, where available.
- Braid this work with the ICES AP, CCIP and Foster Bridge Programs and engage the LPC in the process.
- In June of each year, provide the First 5 Director with a list of stipends earned by sites and individuals.
- Serve as an active partner in the QRIS Local and Regional Consortium and with the implementation team in ongoing decision making and implementation decisions.
- Adjust strategies as needed to encourage participation, with approval by the First 5 Director, and consistent with funding agreements.
- Solicit feedback from sites to share with Consortium and to inform ongoing program improvement

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 reports on benchmarks achieved. 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 15
Quarter 2	Oct 1 – Dec 31	Jan 15
Quarter 3	Jan 1 – Mar 31	Apr 15
Quarter 4	Apr 1 – Jun 30	Jul 15

If First 5 CA sets earlier report due dates, the dates listed above may be changed to accommodate those dates, without a contract revision.

EVALUATION

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

The Contractor shall participate in collecting information to support the Quality Counts Goals in Tuolumne County. This information shall be shared with the Consortium at quarterly meetings. The key elements are

1. Are we meeting or exceeding our goals for participation?
 - a. *ICES will report on the number of active participants they have engaged.*
2. Have we implemented new strategies to recruit and engage FFNs?

- a. ICES will report on these strategies and their successes and challenges.*
3. Are we acting on feedback from participants to improve the program, in alignment with funding requirements?
 - a. ICES will collect feedback from participants annually, and share with Consortium to guide program planning.*
4. Are we utilizing all sources of leverage and braided funding to fully utilized all resources in the county that support quality improvement in Early learning and Care settings?

ICES will report on how it is braiding Quality Counts services with AP, CCIP, the Foster Bridge program, LPC, and any other applicable funds.

Exhibit B
BUDGET FY 23-25
ICES IMPACT COORDINATION and
SERVICE DELIVERY

The budget assumes costs of \$20,000/year for 2 years for a total contract budget of \$40,000.
Budgets shall be negotiated annually.

	FY 23-24	FY 24-25	Total
Personnel			
Salary Coordination	\$10,441	\$10,754	\$21,195
Benefits	\$2,763	\$2,846	\$5,609
Subtotal Personnel:	\$13,204	\$13,600	\$26,804
Operating/Other Costs			
Contracted Services	\$3,163	\$3,258	\$6,421
Supplies and Office Expense	\$1,659	\$1,110	\$2,769
Facility and Equipment Expense	\$153	\$157	\$310
Travel and Meeting Expenses	\$0	\$0	\$0
Other Expenses	\$812	\$836	\$1,648
Fix Asset Purchases			
Subtotal Operating/Other:	\$5,787	\$5,361	\$11,148
Management and General allocations	\$1,009	\$1,039	\$2,048
Subtotal Operating/Admin:	\$6,796	\$6,400	\$13,196
TOTAL:	\$20,000	\$20,000	\$40,000

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 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 has demonstrated that positive outcomes are being measured for the First 5 target audience, 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 _____