

**AGREEMENT FOR PROFESSIONAL SERVICES
to PROMOTE QUALITY EARLY LEARNING**

THIS AGREEMENT (“Agreement”) is made and entered into this 14th day of June 2023 by and between the First 5 Commission Tuolumne, (“Commission”), and Tuolumne County Superintendent of Schools for the Supporting Early Education and Development (SEED) program, (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023, and terminate on June 30, 2027 unless extended as provided by this Agreement.

This Agreement may be extended for two (2) one-year extensions by written amendment signed by both parties.

2. SERVICES

Contractor shall perform Early Childhood Education Coaching as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$418,362.70 for fiscal years 2023/2024 through 2026/2027. The Contractor’s rates are listed in Exhibit B, “Cost Proposal.” The Commission shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. 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 Contractor has no owned autos, hired, (Code 8) and non-owned autos

(Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- 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.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the 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 Commission.

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

- i. Additional Insured Status. 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- ii. Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Commission, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees, or volunteers shall be excess of the Contractor'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 Commission.
- iv. Waiver of Subrogation. Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the 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 Commission. The Commission may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or 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 Commission.
- vii. Verification of Coverage. Contractor shall furnish the 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 Commission before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The 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. 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.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify 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 Contractor'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 Commission.

If such indemnification becomes necessary, the County Counsel for the Commission 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.

6. INDEPENDENT CONTRACTOR

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

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract, or sublet any part of this Agreement without the express prior written consent of Commission. Any assignment without the express prior written consent of the Commission is VOID.

8. NOTICE

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

CONTRACTOR:
Tuolumne County Superintendent
of Schools
175 Fairview Lane
Sonora, CA 95370
Phone: (209)536-2000

COMMISSION:
First 5 Tuolumne
75 Fairview Lane
Sonora, CA 95370
Phone: (209) 536-2070

9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor 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.

10. PUBLIC RECORDS ACT

Contractor 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. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the Commission agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

11. ENTIRE AGREEMENT AND MODIFICATION

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 Contractor and

the First 5 Commission. 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.

12. ENFORCEABILITY AND SEVERABILITY

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.

13. 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, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, Commission, at its option, may terminate this Agreement by giving written notification to Contractor. 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.

14. NO WAIVER

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.

15. DISPUTES

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.

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.

16. CAPTIONS

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.

17. NUMBER AND GENDER

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.

18. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

19. SUCCESSORS AND ASSIGNS

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.

20. 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.

21. OTHER DOCUMENTS

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.

22. CONTROLLING LAW

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

23. AUTHORITY

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.

24. NEGOTIATED AGREEMENT

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.

25. NO RELIANCE ON REPRESENTATIONS

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.

26. WARRANTY

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

27. FUNDING AVAILABILITY

It is mutually agreed that if the Commission budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Commission shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation

is part of the consideration for this Agreement. Commission budget decisions are subject to the discretion of the First 5 Tuolumne Commission.

If funding for any fiscal year is reduced or deleted by the Commission budget for purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

FIRST 5 COMMISSION	CONTRACTOR
By: Cathy Parker, Chair First 5 Commission	By: Zack Abernathy, Superintendent Tuolumne County Superintendent of Schools
APPROVED AS TO LEGAL FORM:	
By: Maria Sullivan, County 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 childcare providers and staff for continuous improvement and maintenance of a quality childcare 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.

- 2.) Individual Child Consultation: With parental permission, the SEED Coordinator will do individual child observations while on site, including the Ages and Stages Questionnaire for Social-Emotional Development and discuss concerns with the Lead Teacher. The coordinator will assist the ECE provider with tools and strategies to minimize the challenging behaviors and develop a positive behavioral support plan for school and home. 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 and offered referrals to the appropriate agencies for further assistance. (Special Education, Valley Mountain Regional Center, ICES Raising Healthy Families, medical, etc.)

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).

Funding Sources: First 5 Tuolumne County, Mental Health Services Act Prevention and Early Intervention, and First 5 California-IMPACT

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.
3. At least one staff member with decision making authority will attend a minimum of 4 Contractor Joint Service Planning meetings each year.
4. Enter coaching data into the HUBBE system 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 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

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: <ol 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: <ol 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:

<p>2.1 All children receive individualized instruction and support for optimal learning and development informed by child observation and assessment data</p>
<p>Child Observation and Assessment a. Number of children receiving developmental screenings b. Number and type of referrals children after completed screenings.</p>
<p>2.2 Children with significant social emotional developmental concerns receive behavioral health services.</p>
<p>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. <i>(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.)</i></p>

**Exhibit B
BUDGET**

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

	Total Expenditures	23/24	24/25	25/26	26/27
Expenditures					
<i>Personnel Costs</i>					
<i>Cert Sal - Coordinator</i>	\$249,316.25	\$60,283.65	\$61,184.78	\$63,117.36	\$64,730.46
<i>Benefits</i>	\$113,719.87	\$26,468.79	\$27,989.29	\$29,153.09	\$30,108.70
Total Personnel Costs	\$363,036.12	\$86,752.44	\$89,174.07	\$92,270.45	\$94,839.16
<i>Operating Costs</i>					
<i>Supplies, Equipment</i>	\$12,242.53	\$2,952.09	\$3,084.11	\$2,869.14	\$3,337.19
<i>Travel/Training/Mileage</i>	\$5,224.04	\$1,245.90	\$1,420.77	\$1,349.72	\$1,207.65
Total Operating Costs	\$17,466.57	\$4,197.99	\$4,504.88	\$4,218.86	\$4,544.84
Agency Indirect = 9.95	\$37,860.02	\$9,049.57	\$9,321.06	\$9,600.69	\$9,888.71
Total Expenditures	\$418,362.71	\$100,000.00	\$103,000.01	\$106,090.00	\$109,272.71

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 _____**