

**FIRST 5 TUOLUMNE COUNTY
GRANT AGREEMENT FOR
SAMPLE GRANTEE**

THIS AGREEMENT is made this 1st day of July 2006, by and between the First 5 Tuolumne County Commission (hereinafter called "Commission") and the **Sample Grantee** (hereinafter called "Grantee") pursuant to the following terms and conditions:

1. TERM

The term of this agreement shall commence on July 1, 2006, and shall terminate on June 30, 2007. No client services that are provided subsequent to June 30, 2007 will be considered reimbursable without consent by the Commission.

2. GRANT AMOUNT

The grant amount shall be **\$xx,xxx.**

3. PROJECT

The Grantee shall administer the **xxx Program**. Funds shall be used to provide xxxxx services for families with children up to age five in Tuolumne County.

The First 5 Tuolumne County Commission has determined that the provisions of this contractual agreement are consistent with the Commission's most recently adopted Strategic Plan.
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4. PROGRAM SERVICE AND REPORTING REQUIREMENTS

A. BENCHMARKS

The Grantee shall meet program service benchmarks during this contract period and shall report on their completion to the Commission quarterly. There will be four benchmark reports due during this grant period, as follows:

Quarter 1: For services up to September 30, report due October 31, 2007

- xxxxx
- xxxxx
- xxxxx

Documentation: xxxxxx

Quarter 2: For services up to December 31, report due January 31, 2008

- xxxxx
- xxxxx
- xxxxx

Documentation: xxxxxx

Quarter 3: For services up to March 31, report due April 30, 2008

- xxxxx

- xxxxx
- xxxxx

Documentation: xxxxxx

Quarter 4: For services up to June 30, report due July 31, 2008

- xxxxx
- xxxxx
- xxxxx

Documentation: xxxxxx

B. MEASURABLE OUTCOMES

The Grantee shall collect data to measure its progress toward the project outcomes attached as Exhibit A. Evaluation data and narrative shall be provided to the Commission by September 15 following each fiscal year. The Commission reserves the right to change evaluation requirements, if needed, for local evaluation efforts. If these requirements require more staff time, a new evaluation budget shall be negotiated.

C. REPORTING REQUIREMENTS

The Grantee shall submit quarterly fiscal reports and service benchmark data to the Commission in the format required, on the dates indicated in section 4A above. The Grantee shall submit an annual evaluation report to the Commission, in the format required, no later than September 15 following each fiscal year.

5. FUNDING

A. PAYMENT SCHEDULE

Funds shall be provided through a reimbursement schedule. Grantee shall submit Fiscal & Benchmark Reports/Reimbursement Requests by the dates indicated in Section 4-A above. Commission shall reimburse Grantee for costs by the 26th of the following month. Total grant funds reimbursed for the services rendered under this Agreement shall not exceed the amount listed in Section 2, above. The grant funds shall be reimbursed for the line items in the budget attached as Exhibit B. Any difference in category line item amounts over 15% shall be approved by the Commission prior to reimbursement. An award for start-up funds for the first three months of program operation shall be negotiated based on the Grantee's ability to demonstrate their capacity for efficient and effective start up of activities and their established fiscal controls, record keeping and fund accounting procedures.

B. ACCOUNTING AND CASH MANAGEMENT

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.

At the expiration of the term of this agreement or upon termination prior to the expiration 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 the agreement term. Any funds obligated by the Grantee shall be spent within one (1) year of the expiration or termination of the agreement.

C. NO SUPPLANTING

Consistent with the intent of the California Children and Families Act of 1998, no funds from this agreement shall be used to supplant federal, state, county or other funds available to the Grantee for any purpose. Activities funded under this agreement must be new or enhancement to existing activities.

D. AUDIT

The 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.

The Grantee 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.

E. DISALLOWED COSTS

The 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.

F. AVAILABILITY OF FUNDS

Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation:

This Agreement is subject to the budget and fiscal provisions of the California Children and Families Commission. If for any reason the California Children and Families Commission does not make sufficient tobacco tax funds available to the Commission at the funding level provided in this Agreement and/or there is a legal ruling that renders the Commission unable to disburse the funds in the Commission's trust fund, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

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 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.

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. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

6. INSURANCE REQUIREMENTS

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 Commission as may be required. The Grantee shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to Commission, by registered mail, return receipt requested, for all of the following insurance policies.

- A. Worker's Compensation – in compliance with the statutes of the State of California.
- B. General 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 indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
- C. Automotive 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 automobiles, and non-owned automobiles. This insurance coverage shall not be required if vehicle use by grantee is not a material part of the performance of this agreement and Grantee and Commission both certify to this fact by initialing here.

_____/_____

7. PROPERTY

A. 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.

B. 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.

8. HOLD HARMLESS

The Grantee shall hold the Commission, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Grantee, their agents, officers, employees, or volunteers, during the performance of its obligations under this agreement. If such indemnification becomes necessary, the Counsel representing the Commission shall have absolute right to approve any and all counsel employed to defend it.

The Commission shall hold the Grantee, their agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Commission, its agents, Commission Members, employees, or volunteers, during the performance of its obligations under this Agreement.

9. TERMINATION

This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations arising prior to the effective date of termination:

- A. **Termination for Convenience.** Either party to this Agreement may terminate the Agreement upon sixty (60) days advance notice to the other party. From and after the date such a notice becomes effective, Grantee shall cease performance of the duties specified in Section 3 of this Agreement, but Grantee and Commissions shall continue to be bound by all other terms and conditions of the Agreement until fully performed.

- B. **Termination of Agreement for Cause.** If Grantee fail to meet their benchmarks and corrective action has not been taken, or if Grantee fails to fulfill in a timely and professional manner their obligations under this Agreement, or if Grantee shall violate any of the terms or provisions of this Agreement, then the Commission shall have the right to terminate this Agreement effective upon immediately upon the Commission's giving written notice thereof to Grantee. Grantee shall be reimbursed for all costs for services linked to benchmark completion prior to the effective date of such termination.
- C. **Non-payment.** If Commission fails to make any payment to Grantee hereunder within ten (10) days following Grantee's notice to Commission of non-payment, Grantee, among other rights and remedies pursuant to this Agreement or otherwise available at law or in equity, shall have the right to terminate this Agreement immediately. Failure to terminate this Agreement shall not waive any breach of this Agreement. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

10. RIGHTS UPON TERMINATION

In the event of the termination of this Agreement Grantee shall immediately be reimbursed for all project costs theretofore for which reimbursement is required under this Agreement and otherwise. The right to terminate this Agreement and to receive payment of any amounts owing as of the effective date of termination shall be in addition to any other remedy available at law or in equity.

11. DUTY TO COOPERATE

The parties acknowledge that their mutual cooperation is critical to the ability of Grantee to perform its duties hereunder successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing goals and objectives, which are in Commission's best interest.

12. STANDARDS OF CONDUCT

The 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.

Supplies, materials, equipment or services purchased with agreement funds shall be used solely for purposes allowed under this agreement.

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 (Exhibit C).

13. ACCESS TO RECORDS

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. The Grantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Commission of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. BINDING EFFECT AND SURVIVAL

This Agreement shall be binding upon, enforceable by, and shall inure to the benefit of the parties and their successors, assigns, and/or subtenants. Notwithstanding anything herein to the contrary, the provisions of Section 9 & 12 shall survive the expiration or earlier termination of this Agreement.

15. ENTIRE AGREEMENT AND AMENDMENT

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. The terms of this Agreement may be modified or amended only by written agreement of the parties.

16. GOVERNING LAW

This Agreement shall be governed by and construed, interpreted and enforced pursuant to the laws of the State of California.

17. 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.

18. 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.

19. HEADINGS AND GENDER

The headings and other captions continued in this Agreement are for convenience of reference only and shall not be used in interpreting, construing or enforcing of any provisions of this Agreement. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural. This Agreement has been prepared through the efforts of all parties hereto and shall not be construed against any party as the draftsman.

20. COUNTERPART SIGNATURES

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

21. NO THIRD PARTY BENEFICIARY

None of the provisions contained in this Agreement are intended by the parties nor shall they be deemed to confer any benefit on any person not a party to this Agreement.

22. NON-ASSIGNMENT OF CONTRACT

This Contract is intended to secure specialized services of Grantee and thus Grantee shall not assign, transfer, delegate or sublet this Contract, or any interest therein, without the prior written consent of Commission, and any such assignment, transfer, delegation or sublet without the Commission's prior written consent shall be considered null and void.

23. STATUS

This agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Commission and Grantee.

24. NOTICE

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 address:

Contact Person for the Commission:

Sheila Kruse
FIRST 5 Tuolumne County Commission
20111 Cedar Road North, Sonora, CA 95370
Telephone: (209) 586-2337; email: sheilakruse@sbcglobal.net

Contact Persons for the Grantee:

XXXXXXXX

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first written above.

COMMISSION

S. Todd Stolp, M.D., Chair

Date

GRANTEE – Sample Grantee

xxxx, Executive Director

Date

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL
COUNTY OF TUOLUMNE

Gregory J. Oliver

Date

Sample Exhibit A. Evaluation Plan

Grantee: Sample Grantee

Project: xxxx

Strategic Plan Objectives: (Sample)

- **Parents in Tuolumne County will have improved access to medical and dental care for their young children.**
- **Service integration will address issues of geographic, cultural and linguistic barriers as well as financial and other barriers to care and services.**

Measurable Outcomes: Increased capacity to address barriers to health and dental services such as transportation, lack of insurance, and lack of access for all families with young children. Increased access to services, especially in underserved areas, and to populations with identified barriers to access and/or indicators of poor family health and functioning.

Indicator: More parents signed up for available insurance programs.

Program-Specific Objectives:

- 1. Forty families with children up to age 5 will be enrolled in the Healthy Families Insurance Program or another insurance program. Of these, 75% eligible to remain enrolled will retain their enrollment for at least 6 months.** Enrolled families will include residents from the communities of xxxx, xxxxx, xxxxx and xxxxxx.

Assessment instruments: Enrollment and retention roster.

Frequency of assessments, responsible partner: Families will be assessed upon enrollment and 6 months later, by a phone survey to see if they are still enrolled. Data will be collected on the reason for letting enrollment lapse. The xxxxx Case Manager shall be responsible for this data collection and submission for the families enrolled by xxxxxxx.

- 2. The capacity for Healthy Families Insurance Enrollment Assistance in Tuolumne County will be improved through the training and retention of 15 Certified Application Assistants, some of whom are located in underserved areas of the county.**

Assessment instruments: CAA training roster, active volunteer CAA roster, including location of work site/volunteer site.

Frequency of assessments, responsible partner: Roster will be updated quarterly, and reported at year end. The xxxxxxx Case Manager shall be responsible for this data collection and submission; xxxxxxx shall be responsible for providing the information about CAAs at their site.

SAMPLE EXHIBIT B. LINE ITEM BUDGET

Grantee: Sample Grantee

Project: xxxxxx

	FY 06-07
FIRST 5 EXPENDITURES	
Personnel:	
<i>Total Personnel Costs</i>	
Other Costs:	
<i>Total Other Costs</i>	
Total Expenditures	
FIRST 5 REVENUES	

EXHIBIT C.

PRINCIPLES ON EQUITY

I have reviewed the California Children and Families Commission's *Principles On Equity*.

I agree that I will do my best to adopt these principles in the design and operation of programs funded with Proposition 10 revenue, while acknowledging that the resources and capacity available to my organization will have a direct impact on the extent to which they will be implemented.

I understand that, although grant funding and reimbursement are not directly tied to these principles, that the success of Proposition 10 in Tuolumne County, and statewide, will directly reflect the demonstration of these principles in programs serving families and young children.

Name

Signature

Title

Date