

**CONTRACT FOR SERVICES
FIRST 5 PLACER**

DESCRIPTION: *A contract with Tahoe Truckee Unified School District to provide services to families with children ages 0-5.*

CONTRACT NO. CN006708
BEGINS: January 1, 2021
ENDS: AGENCY: December 31, 2023
First 5 Placer

THIS AGREEMENT IS MADE AND ENTERED into by and between First 5 Placer Children and Families Commission, an independent commission of the County of Placer, hereinafter referred to as "COMMISSION," and Tahoe Truckee Unified School District, hereinafter referred to as "CONTRACTOR".

WHEREAS, the voters of the State of California have enacted the California Children and Families First Act of 1998 (hereinafter "The Act"), codified in Health and Safety Code Section 130100 *et.seq.*, also known as Proposition 10; and

WHEREAS, the Board of Supervisors of the County of Placer pursuant to the Act has established the COMMISSION, and the Children and Families Trust Fund on March 23, 1999, Ordinance 4954-B which it later amended on August 24, 1999, Ordinance 4980-B; and

WHEREAS, the COMMISSION, by County ordinance has the power to enter into contracts necessary to implement its strategic plan, and desires a comprehensive, collaborative, and integrated partnership of services and community building approaches for the purposes of promoting, supporting, and improving the early development of children from prenatal to five years of age; and

WHEREAS, the COMMISSION has received into its Children and Families Trust Fund an allocation of Proposition 10 funds to be used to carry out the goals outlined in the COMMISSION's strategic plan; and

WHEREAS, COMMISSION desires to award Children and Families Trust Fund monies to CONTRACTOR to provide early childhood development, child health and safety, and/or family support services aligning with the strategic plan; and

WHEREAS, CONTRACTOR is willing to perform such services;

NOW, THEREFORE, it is understood and agreed by and between the parties that they wish to enter into this contract in order to provide a full and complete statement of their respective responsibilities in connection with.

1. SCOPE OF WORK:

COMMISSION hereby awards funds to CONTRACTOR, an independent contractor, to do that work set forth in Exhibit "A" titled "Scope of Work" attached hereto and incorporated herein by this reference.

2. CONTRACT TERM:

This Agreement shall remain in full force and effect from January 1, 2021 through December 31, 2023. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

3. EVALUATION AND MONITORING:

Services provided by CONTRACTOR shall be evaluated by COMMISSION. CONTRACTOR shall submit evaluation data and related reports, and otherwise participate in the COMMISSION evaluation, using approved evaluation methods. Required evaluation data shall be submitted on a regular basis as determined by the COMMISSION evaluation requirements to ensure compliance with contractual obligations. Services provided by CONTRACTOR shall be monitored through program progress reporting and site visits.

CONTRACTOR shall be required to develop and/ or revise the Project's Evaluation Plan in conjunction with the COMMISSION evaluator. CONTRACTOR shall be required to participate in pertinent training and input data into an Internet based or other data collection system as required by the COMMISSION. CONTRACTOR shall submit twice yearly reports related to evaluation as required by the COMMISSION. Evaluator shall also participate in a learning conversation with other First 5 Partners. CONTRACTOR shall provide access to COMMISSION staff and consultants to programmatic and client records to the extent required by law and necessary for the provision of services. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.

At least once per year, the COMMISSION shall conduct a site visit as part of the monitoring process. The COMMISSION may include the examination and auditing of records relating to program services during site visits. Any deficiencies noted in the provision of services may be addressed by COMMISSION through a corrective action plan in order to remedy any identified deficiency (-ies). Payments will be withheld if CONTRACTOR is delinquent in submitting any required reports or other requirements under this agreement or otherwise fails to address any deficiencies noted in the provision of services.

4. PAYMENT AMOUNT AND TERMS:

Payment shall be made to CONTRACTOR within thirty (30) days of invoicing COMMISSION actual costs for services rendered pursuant to the approved budget as outlined in Exhibit "B." COMMISSION awards the amount not to exceed TWO HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED DOLLARS (\$278,900) to CONTRACTOR to perform services set forth in "Exhibit A". CONTRACTOR understands that COMMISSION will not make payments under this Agreement without a current Certificate(s) of insurance. With approved back up documentation, CONTRACTOR will be reimbursed by COMMISSION within thirty (30) days of invoicing for services rendered pursuant to the approved budget outlined in "Exhibit B". This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines. All components of payment billed to COMMISSION will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.

5. RECORDS:

During the term of this contract, CONTRACTOR shall maintain at all times complete programmatic and fiscal records concerning work performed under this Agreement, and COMMISSION shall have the right to inspect such records as noted in paragraph 3 above ("Evaluation and Monitoring") at any reasonable time with reasonable notice. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

Upon completion or termination of this Agreement, COMMISSION may request CONTRACTOR deliver originals or copies of all records to COMMISSION. COMMISSION will have full ownership and control of all such records. If COMMISSION does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COMMISSION in sufficient time for COMMISSION to take steps to ensure proper continued maintenance of records.

If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COMMISSION or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

6. CONFLICT OF INTEREST:

CONTRACTOR attests that it has no current business or financial relationship with any COMMISSION employees that would conflict with this contract and will not enter into any such business or financial relationships with any such employees during the period of this contract. CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

7. SUPPLANTATION:

CONTRACTOR agrees that it shall not utilize any funds provided in this Agreement for the purpose of replacing current funding or to pay for existing services in which funding is specifically assigned to from State or Local general funds. Failure to comply with this provision shall constitute breach of this Agreement and the COMMISSION may terminate or revise the Agreement to reduce the amount of compensation by the amount of funds CONTRACTOR should have been receiving for the program. If the COMMISSION determines that supplantation has occurred, CONTRACTOR shall also be required in accordance with the terms of this Agreement, to reimburse the COMMISSION for all funds that were used in violation of this provision.

8. INDEPENDENT CONTRACTOR:

In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times acting and performing as independent contractors, and this agreement creates no relationship of employer and employee as between COMMISSION and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COMMISSION for any type of employment benefits or workers compensation or other programs afforded to COMMISSION employees. CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any worker's compensation coverage as required by California state laws.

9. CONFIDENTIALITY:
CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and further agrees to hold COMMISSION, COUNTY OF PLACER, and PLACER COUNTY OFFICE OF EDUCATION harmless from any breach of confidentiality, as set forth in paragraph number ten (10) below.
10. HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS:
CONTRACTOR hereby agrees to protect, defend, indemnify, and hold COMMISSION, COUNTY OF PLACER, and PLACER COUNTY OFFICE OF EDUCATION free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and other expenses incurred by COMMISSION, COUNTY OF PLACER, or PLACER COUNTY OFFICE OF EDUCATION arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COMMISSION, COUNTY OF PLACER, or PLACER COUNTY OFFICE OF EDUCATION) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, this Agreement, but only in proportion to and to the extent that such losses, claims, liens, demands, and causes of action are directly related to the negligent or intentional acts of CONTRACTOR. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or COMMISSION, COUNTY OF PLACER, or PLACER COUNTY OFFICE OF EDUCATION or to enlarge in any way CONTRACTOR'S liability but is intended solely to provide for indemnification of COMMISSION, COUNTY OF PLACER and PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this Agreement.

As used above in this Agreement, the term PLACER COUNTY OFFICE OF EDUCATION means Placer County Office of Education including the Placer County Superintendent of Schools, the members of the Placer County Board of Education, and it's agents, employees, and volunteers. The term COMMISSION means the First 5 Placer Children and Families Commission, it officers, agents, employees, and volunteers. The term COUNTY OF PLACER means Placer County or its officers, agents, employees, and volunteers.

11. HIPAA COMPLIANCE:
CONTRACTOR agrees, to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information.
12. INSURANCE:
CONTRACTOR shall file with COMMISSION a Certificate of Insurance, in companies acceptable to COMMISSION, with an AM Best's Rating of no less than A-VII.
13. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:
Workers Compensation Insurance shall be provided by CONTRACTOR as required by any applicable law or regulation. Employers liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR's employees under the U.S. Longshoreman's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included by CONTRACTOR for such injuries or claims. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice- "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the First 5 Placer Commission".

Waiver of Subrogation -The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COMMISSION, the PLACER COUNTY OFFICE OF EDUCATION, and COUNTY OF PLACER.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Worker's Compensation insurance. Certificates of Worker's Compensation shall be filed forthwith with the COMMISSION upon demand.

14. GENERAL LIABILITY INSURANCE:

CONTRACTOR shall carry General Liability insurance as follows:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.
- B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or,
 - (3) Commercial General Liability (Claims Made)
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of: One million dollars (\$1,000,000) each occurrence; and two million dollars (\$2,000,000) aggregate.
- D. If CONTRACTOR carries a Commercial General Liability(Occurrence) policy, the limits of liability shall not be less than: One million dollars (1,000,000) each occurrence (combined single limit for bodily injury and property damage); one million dollars (\$1,000,000) for Products-Completed Operations; two million dollars (\$2,000,000) general aggregate.

If the policy does not have an endorsement providing that the General Aggregate limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. SPECIAL CLAIMS MADE POLICY FORM PROVISIONS:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COMMISSION, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than: One million dollars limit for bodily injury and property damage; two million dollars (\$2,000,000) aggregate for Products-Completed Operations; two million dollars (\$2,000,000) General Aggregate.
- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the COMMISSION as noted above. In no cases shall the types of policies be different.

15. ENDORSEMENTS:

Each School Liability, Comprehensive or Commercial General Liability policy shall be endorsed naming PLACER COUNTY OFFICE OF EDUCATION, naming the COUNTY OF PLACER, and naming the Commission with the following specific language:

- A. "The (First 5 Placer Children and Families Commission, PLACER COUNTY OFFICE OF EDUCATION, COUNTY OF PLACER), its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the First 5 Placer Commission with respect to any insurance or self-insurance programs maintained by the First 5 Placer Commission, and no insurance held or owned by the First 5 Placer Commission shall be called upon to contribute to a loss."
- C. "This policy of insurance shall not be canceled or materially changed without first giving thirty (30) day's prior written notice to the First 5 Placer County Commission."

16. AUTOMOBILE LIABILITY INSURANCE:

CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

17. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

If required, CONTRACTOR will carry Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.00.

If CONTRACTOR sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the SUBCONTRACTOR in an amount not less than \$1,000,000 in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

18. ADDITIONAL INSURANCE AND INDEMNITY REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COMMISSION and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR'S Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the COMMISSION with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COMMISSION before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. COMMISSION reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

19. BREACH:

If either party materially breaches any covenant, term and/or condition of this Agreement in any manner, the breaching party shall have a period of thirty days in which to cure the breach after written notice thereof is presented specifying the nature of the breach and requesting that it be cured. In the event the breach remains uncured at the end of the thirty-day period after written notice is given, this Agreement may be terminated by either party by giving ten (10) days written notice of termination to the other party.

20. TERMINATION:

This Agreement may be terminated without cause by either party by giving a minimum of thirty (30) days written notice of termination to the other party as set forth in the notification paragraph 34 of this Agreement. The written notice shall include the time and date of a meeting to discuss the termination, although the parties may agree to another meeting time and/or date. Failure of the party receiving the notice to attend the meeting will have no impact on the 30-day notice period.

21. MODIFICATIONS:

This contract constitutes the entire agreement between the parties. This contract may be amended by written agreement of the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COMMISSION or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.

22. VENUE AND JURISDICTION:
The parties enter into this contract in the County of Placer, State of California and agree to comply with all applicable laws and regulations therein. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California
23. CONTINGENCY OF FUNDS:
CONTRACTOR understands that all funds for this Agreement are contingent upon COMMISSION receiving sufficient Proposition 10 funds for the period covered by this contract. CONTRACTOR agrees and understands that in no event will any of COMMISSION's obligations under this Agreement be funded with any other funds of the County of Placer or the Placer County Office of Education.
24. NON-DISCRIMINATION:
During performance of this agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations and ordinances, and will not unlawfully discriminate against employees, applicants or clients because of race, actual or perceived sex, color, ancestry, religion, creed, national origin, mental or physical disability sexual orientation, gender, ethnic group identification, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in regard to any position for which the employee or applicant for employment is qualified.
25. AUDIT REQUIREMENTS:
Funds provided under this agreement may include annual "audit" of CONTRACTOR. Such engagement shall be either a financial statement audit or an agreed-upon procedures engagement (at the discretion of the COMMISSION) and be conducted at CONTRACTOR'S expense in accordance with generally accepted auditing standards (GAAS). Such financial statement audit will provide CONTRACTOR and COMMISSION with an independent auditor's report, financial statements and accompanying notes along with a report on CONTRACTOR'S internal control over financial reporting and compliance with laws, regulations, contracts and grants. For an agreed-upon procedures engagement, the procedures should be agreed to by the CONTRACTOR and COMMISSION and include a schedule of the procedures and an independent accountant's report on applying agreed-upon procedures. In either case, in accordance with GAAS, the auditor is required to identify and disclose any significant deficiencies that were identified during the course of the audit. CONTRACTOR agrees to provide COMMISSION with a copy of the report within thirty (30) days of receipt by CONTRACTOR.
26. NON ASSIGNABILITY:
Neither party shall assign, sublet, delegate or transfer any of its rights, duties or obligations arising hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented in writing. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.
27. COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAWS REGARDING WORKING WITH CHILDREN:
CONTRACTOR agrees that it shall comply with all state and federal statutes and regulations that pertain to working with and protecting the wellbeing and safety of children. CONTRACTOR agrees that it is responsible for being aware of and complying with all such laws, including without limitation, all required fingerprint registration and criminal background checks.

CONTRACTOR covenants that it shall take all appropriate steps to protect the wellbeing and safety of any and all children with which CONTRACTOR, its staff, subcontractors, volunteers, etc. come in contact.

28. LICENSES AND PERMITS:
CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Placer and all other appropriate governmental agencies, including any certification and credentials required by COMMISSION. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COMMISSION.
29. STANDARD OF PERFORMANCE:
CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COMMISSION pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COMMISSION, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COMMISSION.
30. INTERPRETATION:
This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
31. EXHIBITS:
All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
32. PRIOR AGREEMENTS:
This Agreement constitutes the entire contract between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.
33. NON-EXCLUSIVITY:
Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COMMISSION from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COMMISSION and COMMISSION may cancel any service request.
34. TIME OF PERFORMANCE:
CONTRACTOR agrees to complete all work and services in a timely fashion.

35. NOTICES: All notices required or authorized by this contract shall be deemed to have been served when deposited in the U.S. mail, postage prepaid and properly addressed as follows:

COMMISSION: Janice LeRoux, Executive Director
First 5 Placer
1229 Pleasant Grove Boulevard
Roseville, CA 95678

CONTRACTOR: Carmen Diaz Ghysels
Superintendent Chief Learning Officer
Tahoe Truckee Unified School District
11603 Donner Pass Rd.
Truckee, CA 96161

Signatures on following page

WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT ("CONTRACTOR")*

FIRST 5 PLACER CHILDREN & FAMILIES COMMISSION ("COMMISSION")

Signature

Carmen Diaz Ghysels

Print Name

Superintendent Chief Learning Officer
 President, Vice President

Date: _____

Alison Schwedner, Chair
First 5 Placer Children & Families Commission

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

Exhibit A – Scope of Work
Exhibit B – Budget

*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

**Scope of Work
Tahoe Truckee Unified School District
January 1, 2021 – December 31, 2023**

Introduction:

First 5 Placer will support Tahoe Truckee Unified School District (TTUSD) Early Learning to provide services in accordance with the First 5 Placer 2016-2022 Strategic Plan and all First 5 Placer policies.

First 5 Placer Focused Investment Area(s):

Early Literacy

Priority Population(s) and/or Geographies:

Low-to-middle income; Latinx, targeted area, schools, and populations in the Tahoe Region (Kings Beach Elementary)

First 5 Strategies to Support Children and Families:

F1: Enhance Family Functioning to Promote Healthy Child Development

- A. Offer neighborhood-based and mobile programs and services to reach priority geographic areas and populations that provide parenting education, child development, and building of protective and promotive factors.

F3: Enhance Early Literacy

- B. Engage parents and families in child’s learning.
- C. Encourage use of local libraries and their summer literacy programs.
- D. Offer playgroups at neighborhood and other place-based locations.

TTUSD Early Learning Strategies/Activities	Outputs/Documentation	Outcomes/Measures
Family Room at Kings Beach Elementary School		
<p>Early Learning:</p> <ul style="list-style-type: none"> • Outreach to families takes place via word of mouth and the web site. • Provide bilingual early learning/ school readiness activities, play, and interaction for families with children 0-3 in an environment that is specifically designed for that age group (e.g., infant play space, etc.). • Use curriculum or activities such as Off to a Good Start, Motherhead, Gym Day, Active Parenting, and Read and Rise. • At enrollment, parents complete the First 5 Placer Intake Assessment. • Staff conduct ASQ/ASQ-SE assessments on children enrolled in the program. • Complete First 5 Placer Retrospective Parent Survey at end of year. • Make appropriate referrals for early intervention (Alta Regional Center or Tahoe Forest Hospital Pediatrician for 0-3). • Build prototype developmentally appropriate activity bins for loaning out to families to use with their young children. • Support opportunities for shared learning with staff working one-on-one with families (e.g., during COVID isolation, staff provide early learning activities and books via porch drop-offs). • Support transition of children to a preschool program. 	<ul style="list-style-type: none"> • Families enroll in program • A minimum of 15 families are enrolled in the program annually • First 5 Placer Intake Assessments • ASQs/ASQ-SEs • First 5 Placer Retrospective Parent Surveys • A minimum of 12 activity bins for infant/toddler age group are available for loan • # of children transitioned into preschool programs • # of referrals 	<ul style="list-style-type: none"> • Increased knowledge of parenting and child development • Confidence in parenting • Increased social connections/ reduced isolation • Social-emotional competence of children • Early detection of developmental delays and health issues • Families receive early intervention services for their children when needed • Families have access to books and read to their children

**Scope of Work
Tahoe Truckee Unified School District
January 1, 2021 – December 31, 2023**

TTUSD Early Learning Strategies/Activities	Outputs/Documentation	Outcomes/Measures
<p>Capacity Building for Staff:</p> <ul style="list-style-type: none"> • Provide one-on-one coaching and opportunities for staff development on early learning and childhood development, such as how to do ASQs. • In collaboration with Early Quality Matters (EQM), provide staff with stipends to complete professional development. • Plan and provide the annual Child Development Conference. • Participate in First 5 Placer-supported training opportunities. 	<ul style="list-style-type: none"> • Certificates of training completion • Sign-in/attendance • Agenda • Conference feedback 	<ul style="list-style-type: none"> • Increased knowledge and skills in early child development • Integration of knowledge and skills in practice • Building relationships with other early learning professionals
<p>Collaboration:</p> <ul style="list-style-type: none"> • Participate in the Community Collaborative of Tahoe-Truckee. • Participate in Leadership Team meetings of the Community Collaborative of Tahoe-Truckee. • Serve as chair of the Tahoe Truckee Child Abuse Prevention Council and on the executive committee. • Participate in First 5 Funded Tahoe Partners meetings. • Participate in Placer County Early Literacy Advisory Board quarterly. • Participate in quarterly First 5 Placer learning conversations. 	<ul style="list-style-type: none"> • Calendar • Meeting agendas and notes 	<ul style="list-style-type: none"> • Develop relationships with other providers • Reduce duplication of services • Improved communication between Western and Eastern Placer • Increase knowledge of resources and trends • Increase funding

First 5 Strategies to Support Systems Development:

TTUSD Early Learning Activities in Support of First 5 Systems Strategies	Outcomes/Measures
<p>S1: Structure and Collaboration:</p> <ul style="list-style-type: none"> B. Participate in quarterly meetings of relevant collaborative groups (e.g., CSOC’s Prevention Collaborative, Child Abuse Prevention Council, Early Literacy Network, Home Visiting/Road to Resilience Workgroup, Community Collaborative of Tahoe Truckee) to share data and lessons learned, review strategy implementation and achievement of outcomes, and revise/modify activities. C. Participate in semiannual meetings of all collaborative workgroups together to share learnings across sectors. 	<ul style="list-style-type: none"> • Increased trust and transparency among funded partners • Improved quality of services for families with children 0-5 • Increased number of funded partners report that service coordination and communication across partners and non-First 5 partners are efficient and effective • Decreased percent of families and funded partners who report duplication of services

**Scope of Work
Tahoe Truckee Unified School District
January 1, 2021 – December 31, 2023**

TTUSD Early Learning Activities in Support of First 5 Systems Strategies	Outcomes/Measures
<p>S2: Capacity:</p> <ul style="list-style-type: none"> A. Participate in training, professional development, technical assistance, and support to increase agency and organizational capacity and sustainability. B. Participate in First 5 Placer-sponsored professional development opportunities to increase staff capacity to provide high quality, standardized services. 	<ul style="list-style-type: none"> • Funded partner staff report increased knowledge, skills, and abilities as a result of their participation in training and professional development activities, including First 5 quarterly meetings and Learning Conversations • Funded partner staff report utilizing new knowledge and improved practice as a result of professional development • Improved quality of services for families with children 0-5
<p>S3: Outreach and Engagement:</p> <ul style="list-style-type: none"> B. Create intentional outreach and engagement plan and practices to serve priority geographic areas and populations. 	<ul style="list-style-type: none"> • Actual numbers and demographics of families served reflect priority geographic areas and populations • Outreach and engagement practices are effective as demonstrated by: <ul style="list-style-type: none"> ▪ Parent/family satisfaction with outreach, engagement, and services ▪ Funded program staff reports of successful outreach and engagement
<p>S4: Continuous Learning and Improvement:</p> <ul style="list-style-type: none"> A. Participate in quarterly meetings (identified in S1, B above) to transparently share data and lessons learned, review strategy implementation and achievement of outcomes, and revise/modify activities. B. Use data for decision-making and program refinement. C. Embed shared indicators as appropriate. D. Use identified common screens and assessments. 	<ul style="list-style-type: none"> • Funded partners use data, lessons learned, trends and research on evidence-based, trauma-informed, and best practices to inform decision-making, service delivery, programming, and scope of work changes • Increased number of common data collection tools and assessments used across funded programs

Additional Requirements:

Medi-Cal

A medical and dental home are essential for healthy child development. Given the importance of access to medical and dental care, First 5 Placer Funded Partners are asked to provide Medi-Cal information to potentially Medi-Cal eligible people and to encourage them to apply for Medi-Cal. Additionally, First 5 Partners are asked to assist with the development of strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps.

This requires participating in First 5 evaluation through collection of demographic data, intake assessments and retrospective surveys, which include Medi-Cal data for First 5 participants. These tools, together with learning conversations and other networking activities, will help First 5 Placer contribute to interagency coordination to improve delivery of Medi-Cal services and developing resource directories of Med-Cal services/providers.

Scope of Work
Tahoe Truckee Unified School District
January 1, 2021 – December 31, 2023

Increasing Impact

First 5 Placer Funded Partners are expected to:

1. Participate in meetings to continue learning.
2. Demonstrate transparency—if an approach is not working, it must be openly discussed and modified.
3. Ensure accessibility—families receive services in a location and at a time convenient to them; for example, home visiting or home-based services and community-based services scheduled at nontraditional hours.
4. Embed key messaging from oral health, maternal and child health, child abuse prevention, and early literacy in all programs.
5. Create outreach and engagement plans to better reach, based on lessons learned, priority geographies and populations.
6. Participate in evaluation activities.
7. Participate in capacity building to support initiative success, including staff development; remaining abreast of local, state, and national trends and research that can be shared to strengthen the collaborative initiative; and share expertise with other groups, as identified.
8. Ensure that agency decision-makers are participating in evaluation.

First 5 Attribution

All published program materials relating to the services provided under this agreement will list First 5 Placer as a funding source. All public relations materials such as brochures, posters, flyers, newsletters, websites, etc., will include reference to First 5 Placer and include the First 5 Placer logo.

Reporting

By California State law, the Commission is required to submit an annual report to the California First 5 Commission. Since the County report to the State is a compilation of the activities of individuals and organizations receiving First 5 Placer funds in Placer County, Contractor will provide any information requested by First 5 Placer. Additional information may also be requested to assist the First 5 Placer Commission in planning and decision-making.

Budget
Tahoe Truckee Unified School District
January 1, 2021 - June 30, 2021

Program Costs:

Early Learning Manager	\$13,042
Community Liaison	\$23,503
Instructional Assistants	\$15,593
Materials & Supplies	\$8,900

Subtotal Program Costs **\$61,038**

Indirect Costs **\$2,202**

TOTAL **\$63,240**

Budget
Tahoe Truckee Unified School District
July 1, 2021 - June 30, 2022

Program Costs:

Early Learning Manager	\$27,000
Community Liaison	\$30,272
Instructional Assistants	\$27,213
Materials & Supplies	

Subtotal Program Costs **\$84,485**

Indirect Costs **\$3,041**

TOTAL **\$87,526**

Budget
Tahoe Truckee Unified School District
July 1, 2022 - June 30, 2023

Program Costs:

Early Learning Manager	\$27,954
Community Liaison	\$30,272
Instructional Assistants	\$28,559
Materials & Supplies	

Subtotal Program Costs **\$86,785**

Indirect Costs **\$3,124**

TOTAL **\$89,909**

Budget
Tahoe Truckee Unified School District
July 1, 2023 - December 31, 2023

Program Costs:

Early Learning Manager	\$13,977
Community Liaison	\$11,170
Instructional Assistants	\$11,750
Materials & Supplies	

Subtotal Program Costs **\$36,897**

Indirect Costs **\$1,328**

TOTAL **\$38,225**