

CHILDREN AND FAMILIES COMMISSION  
OF SAN LUIS OBISPO COUNTY  
CONTRACT FOR SERVICES

This Contract, entered into on \_\_\_\_\_, by and between the Children and Families Commission of San Luis Obispo County, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 (“the Commission”), whose address is 3220 South Higuera Street Suite 232, San Luis Obispo, CA 93401 and Rebecca Jean Carsel d/b/a Carsel Consulting Group (“Contractor”), providing health access trainer services to agencies serving children age 0-5 and their parents.

WITNESSETH

WHEREAS, the Commission is a statutory Commission that was established in the County of San Luis Obispo pursuant to the provisions of Division 108 of the California Health and Safety Code, commencing at the California Health and Safety Code Section 130100 (“the Children and Families Act”); and

WHEREAS, the Commission has adopted a county strategic plan (“the Strategic Plan”) for fostering early childhood development within San Luis Obispo County as required by, and in accordance with, the requirements of the Children and Families Act; and

WHEREAS, the Contractor coordinates and carries out activities related; and

WHEREAS, the Commission receives regular allocations of funds pursuant to the Children and Families Act of 1998, which must be used to implement the Strategic plan; and

WHEREAS, the Commission desires to provide funding health access trainer services to agencies serving children age 0-5 and their parents, said services subject to the terms and conditions specified herein; and

WHEREAS, the Contractor desires to carry out said services subject to the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

## TERMS AND OBLIGATIONS

1. Scope of Service. The Contractor agrees to provide the Scope of Services set out in Exhibit A and Exhibit A-1 attached hereto and made a part thereof by this reference.
2. Compensation and Billing. Contractor shall be compensated by the Commission for performing said services in accordance with Exhibits B and B-1 attached hereto and incorporated herein by reference.
3. Effective Date and Duration. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Commission and the Contractor shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Commission and the Contractor shall comply with the Special Conditions attached hereto as Exhibit E and incorporated herein by reference.



**EXHIBIT A  
SCOPE OF SERVICES**

1. Record keeping and reporting of services

Contractor shall:

a. Keep complete and accurate records of services delivered pursuant to this Contract, which shall include, but not be limited to, performance measures, evaluation studies and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.

b. Shall submit quarterly program/service reports as described further in Exhibit A-1 for the immediately preceding quarter by:

|                      |
|----------------------|
| October 31, 2020, 21 |
| January 31, 2021,22  |
| April 30, 2021, 22   |
| July 31, 2021,22     |

c. Submit to First 5 staff a copy of its annual financial audit of its financial statements prepared in the regular course of business within 3 months after completion of the audit.

d. These reporting requirements are an integral part of the scope of services funded by this contract. Failure to perform shall be considered a material breach; may delay payment of compensation pursuant to Exhibit B.1.d.; and can be cause for Termination for Cause pursuant to Exhibit E.3.a.

2. Program Services

a. The Contractor shall provide health access trainer services to agencies serving children age 0-5 and their parents in San Luis Obispo County as specifically set out in Exhibit A-1 which is attached and incorporated herein by reference.

b. The Contractor shall attend quarterly First 5 Partner meetings schedule the second Thursday of Aug, Nov, Feb, and May. Meetings generally scheduled from 3-5PM. Dates subject to change.

3. First 5 Healthy and Family Friendly Environment

Towards the advancement of a work environment that supports the health and well-being of employed family members and program participants, contractor shall make reasonable effort to perform contracted services in an environment that:

(a) is 100% tobacco free, indoors and outdoors;

(b) has a suitable location for mothers to breastfeed their children, including

1. Privacy for milk expression-This can be a woman's private office (if it can be locked) or an onsite, a designated lactation room(s) with an electrical outlet where breastfeeding employees can use a pump to express milk during the work period. A bathroom is not acceptable.

2. Flexible breaks and work options-Women need to express milk about every 3 hours, or two to three times during a typical work day. Each milk expression time takes around 15 minutes, plus time to go to and from the lactation room.

3. Education-Employer-provided information and resources accessible through the worksite during pregnancy and after the baby is born help prepare women for balancing the requirements for breastfeeding with their job responsibilities. This information is also beneficial for expectant fathers. Companies that provide lactation information and support for male employees and their partners have lower absenteeism rates among men and lower health insurance claims.

4. Support-A positive, accepting attitude from upper management, supervisors, and coworkers helps breastfeeding employees feel confident in their ability to continue working while breastfeeding.

(c) promotes healthy habits by: (a) encouraging and serving healthy foods and age appropriate portion sizes; (b) encouraging regular physical activity; and (c) eliminating the use of soda, punch, juice "drinks", and other sugar sweetened beverages.

### Health Access Trainer Scope of Work/Evaluation Plan

| Objectives / Activities / Evaluation  | Timeline  | Tracking Measure  | Person Responsible        |
|---|---|---|---------------------------|
| <p><b>1. Objective:</b><br/>                     Through June 30, 2022 to provide at least 8 professional development activities, annually, to increase capacity in SLO County to connect children, 0-5, with available healthcare services.</p> <p><b>A. Activities</b></p> <p>1.1 Provide professional development in-services and trainings (PD/T) to Family Advocates (FAs), ECE providers &amp; IMPACT sites, and other key contacts who interface with families.</p> <p>1.1.1 On an ongoing basis, clarify training needs and identify local barriers and possible solutions to children finding healthcare.</p> <p>1.1.2 Develop and conduct PD/T at existing meetings, when possible.</p> <p>1.1.3 Identify and utilize external trainers, as needed, to provide trainings on special topics.</p> <p>1.1.4 Serve as a resource to FAs, agencies, and individual providers on a case-by-case basis, as requested, on securing healthcare for children, ages 0-5.</p> | <p>1.1.1 to .1.7<br/>                     Ongoing</p> | <ul style="list-style-type: none"> <li>• Documentation of activities</li> <li>• Activity Log</li> <li>• Schedules &amp; Rosters</li> <li>• PD/T Content Outlines</li> <li>• Participant Satisfaction Surveys</li> </ul> | <p>Becca Carsel (All)</p> |

**EXHIBIT A-1**

| <b>Objectives / Activities / Evaluation</b>  | <b>Timeline</b> | <b>Tracking Measure</b> | <b>Person Responsible</b> |
|--|-----------------|-------------------------|---------------------------|
| <p>1.2 Identify and refine health access training materials for use in PD opportunities and for replication by community agencies.</p> <p>1.3 Provide regular updates and distribute resources on healthcare access and health resources via website, email, and community agency newsletter contributions.</p> <p>1.3.1 Maintain an up-to-date knowledge of the Governmental laws and policies related to health care access and their impact on local access for children, ages 0-5, and their families.</p> <p>1.3.2 Maintain an up-to-date knowledge of the policies and procedures of local providers (e.g., CenCal, CHC, CHDP, Tolosa, First 5 Vision Treatment, County Mental Health, and others).</p> <p>1.4 Communicate with target PD population and programs on a regular basis.</p> <p>1.4.1 Monitor successes and barriers, and disseminate lessons learned to the FAs, COHC, and others.</p> <p>1.4.2 Continually identify and new audiences.</p> <p>1.5 Work to decrease barriers to healthcare access for children, 0-5.</p> |                 |                         |                           |

**EXHIBIT A-1**

| <b>Objectives / Activities / Evaluation</b>   | <b>Timeline</b> | <b>Tracking Measure</b> | <b>Person Responsible</b> |
|---|-----------------|-------------------------|---------------------------|
| <p>1.5.1 Use needs assessment (1.1.1) and feedback from ongoing interactions with Family Advocates, COHC, First 5 Vision Screening, and other providers to identify and chronicle barriers.</p> <p>1.5.2 Use the growing participants in PD/T to build support and advocacy to reduce access barriers.</p> <p>1.5.3 Include best practices and case studies in e-newsletter, website, and trainings.</p> <p>1.5.4 Provide input to First staff and commission on issues related to access to care.</p> <p>1.5.5 Facilitate dialogues between relevant safety net organizations and advocates and other providers through meetings on barriers to care.</p> <p>1.5.6 Assist local agencies and providers in identifying new and strengthening existing policies to promote health access for children, ages 0-5.</p> <p>1.5.7 In collaboration with local agencies and providers, work to develop new 0-5 healthcare resources and maintain existing resources.</p> <p>1.6 Coordinate with IMPACT SLO and all other First 5 partners to link parents to resources, when appropriate.</p> |                 |                         |                           |



**EXHIBIT A-1**

| Objectives / Activities / Evaluation   | Timeline          | Tracking Measure  | Person Responsible |
|--|-------------------|---|--------------------|
| 1.7 Incorporate, to the extent possible, <i>Talk, Read, Sing</i> materials into the activities.  |                   |   |                    |
| <p><b>B. Evaluation Activities:</b><br/> <u>Data Collection</u><br/>                     1e Capacity building will be evaluated through:<br/>                     1.1e Quantitative data to include: number, types, and attendees of PD/T; number and types of capacity building and barrier reduction activities; and number and types of activities and number of families helped in connecting to healthcare (1.5).<br/>                     1.2 e Qualitative data to include: results of needs assessment; PD/T participant responses; and anecdotal accounts of successes, barriers, etc.<br/>                     1.3 e Complete Quarterly Milestones Report.</p> | Quarterly Reports | <ul style="list-style-type: none"> <li>• Tracking Measures (listed above)</li> <li>• Participant Satisfaction Survey Report</li> <li>• Milestones Report</li> </ul> | Becca Carsel (All) |

### 3x3 Evaluation Support Scope of Work/Evaluation Plan

| Objectives / Activities / Evaluation  | Timeline  | Tracking Measure  | Person Responsible    |
|---|---|---|-----------------------|
| <p><b>1. Objective:</b><br/>                     Through June 30, 2022 to provide Research/Data Analysis/Evaluation services for the Mental Health Services Act 3x3 Developmental Screening Partnership.</p> <p><b>A. Activities</b></p> <ul style="list-style-type: none"> <li>1.1 Implement evaluation/data analysis plan, including proposed evaluation questions, instruments, design and methodology, timeline, and project management plan.</li> <li>1.2. Implement parent knowledge survey (pre/post)</li> <li>1.3 Implement pediatrician strategies preference survey/key informant interview</li> <li>1.4 Implement staff referral survey (Referral Coordinator/Medical Assistant)</li> <li>1.5 Make recommendations for project and evaluation design based on additional research</li> <li>1.6 Create initial data collection system (spreadsheet/database)</li> <li>1.7 Work with First 5 Evaluation consultant to ensure consistency and compatibility with overall First 5 evaluation.</li> </ul> | <p>1.1 to .1.7<br/>                     Ongoing</p> | <ul style="list-style-type: none"> <li>• Track project hours</li> <li>• Submit hours with invoice</li> <li>• Dialogue with Staff</li> <li>• Production of surveys</li> <li>• Data collection spreadsheets/database</li> </ul> | <p>Rebecca Carsel</p> |

## EXHIBIT B

### COMPENSATION AND BILLING

1. **Compensation.** Commission shall pay to Contractor as compensation for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:
  - a. The total payable under the terms of this agreement shall not exceed \$47,000 (Forty-seven thousand dollars) pursuant to the project budget and budget narrative in Exhibit B-1, which is incorporated herein by reference.
  - b. Contractor shall be reimbursed for all costs necessary and reasonable for performance of the obligations of the contract as established by the budget and budget narrative in Exhibit B-1. Any costs incurred by the Contractor over and above the sums set out in the budget shall be at the sole risk and expense of the Contractor.
  - c. Contractor shall submit a request for payment of costs and actual expenses at least quarterly using a First 5 Program Invoice form, which Commission shall provide to Contractor, and must provide documentation verifying actual expenses incurred for which reimbursement is sought.
  - d. The compensation shall be paid within thirty (30) days after the receipt of the properly completed First 5 Program Invoice and all documentation verifying expenses from Contractor. First 5 reserves the right to withhold compensation for Contractor's failure to timely submit the quarterly program/services report for the quarter for which compensation is sought.
  
2. **Budget Adjustments.**
  - a. First 5 Executive Director (Director) must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the contract.
  - b. The Commission expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this contract or create any other obligation on the Commission under this contract.
  - c. Contractor must promptly give prior written notice to Director of proposed budget adjustments to reallocate funds among line items within budget categories contained in Exhibit B-1.

**EXHIBIT B-1**

**BUDGET**

| <b>Item</b>   | <b>Budget<br/>July 1, 2020- June 30, 2021</b> | <b>Budget<br/>July 1, 2021- June 30, 2022</b> | <b>Total</b> |
|---|---|---|--------------|
| <b>I. PERSONNEL</b>   |   |   |              |
| Rebecca Carsel  |   |   |              |
| RC HAT Services   | 18,320  | 18,320  |              |
| RC 3x3 Evaluation   | 22,000  | 22,000  |              |
| HAT Training Support Staff  | 3,000   | 3,000   |              |
|   |   |   |              |
| <b>Subtotal Personnel</b>   | <b>43,320</b>                                 | <b>43,320</b>                                 |              |
| <b>II. OPERATING</b>  |   |   |              |
| Constant Contact subscription,<br>\$25/month for email newsletters;<br>\$45/month for training<br>registration    | 380   | 380   |              |
| Website hosting through Weebly  | 100   | 100   |              |
| Mileage to north and south<br>county for trainings and<br>meetings, 174 miles, IRS rate of<br>\$.575/mile in 2020 | 100   | 100   |              |
| Printing of training and outreach<br>materials; supplies for trainings  | 600   | 600   |              |
| <b>Subtotal Operating Expenses</b>  | <b>1,180</b>                                  | <b>1,180</b>                                  |              |
| <b>III. INDIRECT</b>  |   |   |              |
| Included in Personnel costs   | <b>0</b>                                      | <b>0</b>                                      |              |
| <b>IV. OTHER (Please List)</b>  |   |   |              |
| Contracts with trainers: Joel<br>Diringer, JD, MPH.   | 2,500   | 2,500   |              |
| <b>Subtotal Other</b>   |   |   |              |
| <b>TOTAL BUDGET</b>   | <b>47,000</b>                                 | <b>47,000</b>                                 |              |

**EXHIBIT B-1**  
**Two Year Budget Narrative, FY 2020-2022**

**I. PERSONNEL**

Rebecca Carsel DBA Carsel Consulting Group will provide 229 hours per year of services focused on facilitating collaborative efforts to increase health access, communications, networking, and one-to-one assistance for family advocates and other child-serving professionals, as well as overall project vision and management. She will attend quarterly First 5 Partners meetings and will be responsible for project data collection and reporting. She will delegate support tasks to: TBD. Ms. Carsel's time will be billed at \$80 per hour including all office costs and overhead, liability insurance, personnel costs (federal and state taxes, social security, pension, health insurance), communications costs, and professional fees.

Ms. Carsel will provide up to 260 hours of Research/Data Analysis/Evaluation services in FY 20-22. Research/Data Analysis/Evaluation services will be billed at \$85 per hour including all office costs and overhead, liability insurance, personnel costs (federal and state taxes, social security, pension, health insurance), communications costs, and professional fees.

Training Support Staff: will provide 60 hours per year of services focused on support for training set-up and implementation, resource development, website, newsletter, outreach materials, and other communications. TBD at \$50 per hour will include all office costs and overhead, liability insurance, personnel costs (federal and state taxes, social security, pension, health insurance), communications costs, and professional fees.

**II. OPERATING EXPENSES**

Constant Contact subscription allows email newsletters to be read easily while conveying a professional tone. Eight months at \$25/month, four months at \$45/month includes online training registration. Website hosting \$100/year.

Mileage is calculated at \$0.575/mile for 2020, the current IRS rate, and is estimated at 4 trips per year from San Luis Obispo to other parts of the county, at an average of 40 miles round trip per trip.

Training and outreach materials will be printed strategically as needed to ensure use, using SLOCOE's reduced copying rate whenever possible; materials will also be posted online for download by interested parties. Other training supplies may include name badge labels, flip chart paper, laminated flyers for participants' offices, snacks for longer trainings, etc.

**III. INDIRECT COSTS**

All indirect costs are included in the hourly rate for the applicant consultants. These include administrative costs such as office space, utilities, computers, printers, software, telephones, and internet service.

**IV. OTHER COSTS**

Contracts with trainers: Joel Diringer, JD, MPH, will provide 14 hours per year of consultant services at \$175/hour focused on developing strategic goals, State and federal policy updates, trainings, and material review and updating. He will serve as a trainer at specialized trainings, including those on immigration issues, and will consult on complex health care access questions.

## EXHIBIT C

### EFFECTIVE DATE AND DURATION

1. **Effective Date.** The effective date of this contract is the date the last party signs this contract. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.
2. **Term.** Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2022.

## EXHIBIT D

### GENERAL CONDITIONS

1. **Independent Contractor.** Contractor shall be deemed to be an independent contractor of Commission. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the Commission to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **Warranty of Contractor for Provision of Services.** The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, State and Federal laws and regulations applicable to the provision of services herein.
3. **Warranty of Contractor re Compliance with all Laws.** The Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the Commission in writing.
4. **Power and Authority of Contractor.** If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.
5. **Non-Assignment of Contract.** Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of Commission. Any such assignment, transfer, or delegation without the Commission's prior written consent shall be null and void.
6. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

7. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
8. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
9. **Severability.** The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.
10. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
11. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered (a) personally; (b) mailed by registered or certified mail (postage paid, return receipt requested); (c) sent by a nationally recognized overnight courier (providing proof of delivery); or (d) sent by facsimile to the parties as follows:

To the Contractor at:

Becca Carsel  
1443 9th Street  
Los Osos, CA 93402  
(805) 674-0776

To the Commission at:

Wendy Wendt, Executive Director  
Children and Families Commission of San Luis Obispo County  
3220 South Higuera Street, Suite 232  
San Luis Obispo, CA 93401  
Fax: 805-788-2365

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery, facsimile transmission with confirmation retained, and mail, with return receipt, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent.

12. **Inspection Rights.** Upon reasonable request, the Contractor shall allow the Commission to evaluate the quality, appropriateness, and timeliness of services performed under this



Contract and to inspect, evaluate and audit books, records, and facilities maintained by Contractor and subcontractors pertaining to such services. Books and records include, without limitation, all physical records originated or prepared in the performance of this Contract including work papers, reports, financial records and books of account. Upon reasonable request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such records, or copy thereof, to Commission.

13. **Signatory authority.** Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.
14. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless the Commission, its officers and employees from any and all claims and demands, damages, costs, expenses, judgments, attorney fees or liability that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder.

The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought about in part by the comparative passive negligence of the Commission, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the Commission, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, including, but not limited to the following:

- a. Violation of statute, ordinance, or regulation.
- b. Professional malpractice.
- c. Willful, intentional or other wrongful acts, or failures to act.
- d. Negligence or recklessness.
- e. Furnishing of defective or dangerous products.
- f. Premises liability.
- g. Strict liability.
- h. Inverse condemnation.
- i. Violation of civil rights.
- j. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the Commission the fullest indemnification, defense, and hold harmless any rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

15. **Insurance.** Contractor shall procure the following required insurance coverage at its sole cost and expense and maintain in full force and effect for the period covered by this Contract. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+VIII, and (2) are admitted insurance companies in the State of California.
- a. **Comprehensive General Liability** Contractor shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage.
- (i) Personal Injury and Bodily Injury, including death resulting therefrom.
  - (ii) Property Damage.
  - (iii) Automobile coverage which shall include owned and non-owned vehicles. The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of One Million (\$1,000,000.00) dollars.  
The following coverage must be provided:
    - (1) If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
    - (2) The policy must cover personal injury as well as bodily injury.
    - (3) The policy must contain a severability of interest clause or endorsement.
    - (4) The Children and Families Commission, its officers, employees and agents shall be named as additional insured under the Comprehensive General Liability portion of the insurance policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the Commission, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.
    - (5) Self-insurance can be substituted for a commercial policy, the same provisions shall apply.
- b. **Worker's Compensation Insurance** In accordance with the provisions of Labor Code Section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance, Contractor agrees to comply with such provisions before commencing the performance of the work of this Contract.
- c. The following requirements apply to all insurance to be provided by Contractor:
- (i) A certificate of insurance shall be furnished to the Commission prior to commencement of work. Upon request by the Commission, Contractor shall provide a certified copy of any insurance policy to the Commission within ten (10) working days.
  - (ii) The provider of insurance policies shall affirm in writing that the policies cannot be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the Commission.
  - (iii) Approval of the insurance by Commission shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of

damages resulting from Contractor's services or operations pursuant to this contract.

16. **Force Majeure.** Neither the Commission nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
17. **Fiscal Records.** Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to Commission auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs. Contractor shall maintain such records and accounts for a minimum of five years, or in the case of an audit, until audit findings are resolved, whichever is later.
18. **Commission Audits/Scope.** Commission may audit Contractor's fiscal records relating to services performed under this Contract, at Contractor's expense, at any time with fourteen (14) day advance written notice. Commission audits shall be conducted in accordance with generally accepted audit standards and limited to matters connected with the performance of the Contract, which includes without limitation, verification that services billed by the Contractor were actually provided. Contractor shall provide Commission with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Contract. Disallowed costs shall be repaid to the Commission.
19. **State Audit.** Pursuant to California Government Code section 8546.7, every Commission contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract. Contractor shall permit the State auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.
20. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et.seq. and 87100 et. seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et. seq. during the term of this Contract.

21. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act (“IRCA”) of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
  
22. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to Commission and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

## EXHIBIT E

### SPECIAL CONDITIONS

1. **Availability of Funds.** This contract is valid only if sufficient funds are made available to the Commission from the State of California through funding pursuant to the Children and Families Act. Should the Commission's funding be insufficient to provide funding for this contract, the Commission may, in its sole discretion, reduce or eliminate funding for this contract. Where possible, the Commission shall make only prospective funding changes.
2. **Warranty of Contractor re Facilities.** Contractor shall obtain and maintain for the duration of this Contract, appropriate licenses, permits and certificates required by all local State and Federal mandates applicable to the facilities used for performance of this Contract.
3. **Termination for Cause.**
  - a. If the Commission determines that there has been a material breach of this Contract by Contractor which poses a threat to health and safety, the Commission may immediately terminate the Contract. In addition, if any of the following occur, Commission shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
    - i) Contractor fails to perform its duties obligations under this Contract; or
    - ii) Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
    - iii) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Commission; or
    - iv) Any requisite licenses or certifications required for the performance of this Contract and held by Contractor are terminated, suspended, reduced, or restricted; or
    - v) Contractor has not documented services, or has not sufficiently documented services to the satisfaction of the Commission. This includes without limitation, failure to meet industry standards or failure to satisfy any special requirements of documentation needed by third party payors or Federal or State funding agencies; or
    - vi) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or Commission's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.
  - b. All obligations to provide services shall automatically terminate on the effective date of termination.
  - c. For all other material breaches of this Contract, Commission must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy

said breach within 10 (ten) days from the date of the written notice, Commission may immediately terminate the Contract, upon written notice. Contractor shall thereafter have no further rights, powers, or privileges against Commission under or arising out of this Contract.

- d. In the event a breach does not result in termination, but does result in costs being incurred by Commission, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by Commission in investigating and communicating with Contractor regarding said breach, including staff time.
4. **Termination for Convenience.** Either party may terminate this Contract at any time by giving to the other party 60 (sixty) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.
5. **No Discrimination In Level Of Services.** As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.
6. **Accounting for Travel and Lodging.** In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for First 5 San Luis Obispo County employees on official business, unless otherwise provided for in this contract.
7. **Gifts.** Gifts may not be charged to this Contract, whether to Contractor staff or anyone else.
8. **Billing Irregularities.** If Contractor bills Commission for any services or amount of services that were not actually provided, Contractor shall be responsible for reimbursing the Commission in full. More than five (5) instances of erroneous billing per calendar year shall be grounds for termination of the Contract for cause. Further, the Commission's right to reimbursement shall extend for a period of three (3) years after the services are rendered or any audit discovers the erroneous billing, whichever is later but not to exceed a period of seven (7) years from the termination date of this Contract or any amendment thereto. For any single error in excess of five hundred (\$500.00) dollars or any cumulative error in excess of one thousand (\$1,000.00) dollars per year the Commission will be entitled to the legal rate of interest on the over charged amount from the date of the billing.
9. **Recognition.** Contractor agrees to give appropriate recognition to First 5 as funder or partial funder of these services in printed, or electronic materials, media, and advertising as outlined in the First 5 SLO County: Recognizing Your Funder Guide, incorporated by reference herein.