



Memorandum of Understanding

between

First 5 Butte County Children and Families Commission

and

Gail Garcia, LCSW

In Support of the Healthy Development Initiative

This Memorandum of Understanding (MOU) is entered into upon execution by and between the First 5 Butte County Children and Families Commission (The Commission), and Gail Garcia, LCSW (CONTRACTOR).

WITNESSETH:

WHEREAS, it is the desire of the Commission *that children achieve optimal physical, behavioral and social-emotional health.*

RESULT AREAS, STRATEGIES AND INDICATORS:

Family Tree Wellness Mothercentric training, will address the Commission's *Health and Development Initiative.*

Result Area: The Commission invests in mental health supports and services for young children and their families, including women during the perinatal period.

Strategy: Provider and community capacity building to increase support for young children and their families.

Indicator: Number and percent of children and caregivers touched by First 5 programs and investments who receive mental health screenings and services.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this MOU shall commence upon execution and end June 30, 2023.
2. **COMPENSATION:** The Commission will provide an amount not-to-exceed \$384 to CONTRACTOR to attend Mothercentric training offered by Family Tree Wellness.
3. **DOCUMENTATION & COORDINATION- CONTRACTOR SHALL:**
 - a) Attendee shall provide the Commission with a final report by May, 1, 2023.
 - b) Contractor shall acknowledge the Commission as a funder of this professional development opportunity when and as appropriate.
 - c) Adhere to all Commission Requirements as referenced in Attachment II.
4. **INDEMNIFICATION:** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Commission, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses 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, whether or not there is concurrent negligence on the part of the Commission, but excluding liability due to the active negligence or willful misconduct of the Commission. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts.
5. **INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor, working under their own supervision and direction and is not a representative or employee of the Commission. CONTRACTOR agrees to file tax returns and pay all applicable taxes on Agreements paid pursuant to this Agreement.
6. **INSURANCE:** Without limiting CONTRACTOR indemnification, CONTRACTOR shall procure and maintain for the duration of this MOU, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by CONTRACTOR, and CONTRACTOR agents, representatives, employees, and subcontractors. At the very least, CONTRACTOR shall maintain the insurance

coverage, limits of coverage and other insurance requirements as described in Attachment I, Standard Insurance Requirements, which by reference is made part of this MOU. Certificates evidencing the maintenance of CONTRACTOR'S insurance coverage shall be filed with the Commission.

- 7. **ALTERATION OF TERMS:** The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

Notice: All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

Commission: Anna Bauer
 Executive Director, First 5 Butte County
 82 Table Mountain Blvd., Suite 40
 Oroville, CA 95965
 (530) 552-3884
 abauer@buttecounty.net


Gail Garcia, LCSW:
 Gail Garcia
 236 W East Ave, Ste A153
 Chico, Ca 95926
 (530)-588-5817
gailgarcialcsw@gmail.com


- 8. **DISPUTE RESOLUTION:** Any disagreements that may occur shall be resolved at the lowest possible level within each agency with a cooperative spirit. The Commission and CONTRACTOR will designate individuals who are responsible to resolve issues in a timely fashion regarding this MOU. Should agreement not be reached between the Commission and CONTRACTOR after working through the process already prescribed, then the matter should go for discussion and consideration between the Directors of each agency.
- 9. **TERMINATION:** The Commission and CONTRACTOR each reserve the right to immediately terminate this MOU, notifying each other likewise in writing.

IN WITNESS HEREOF, the parties hereto have executed this MOU as of the day and year written above.

**First 5 Butte County
Children & Families Commission**

Gail Garcia, LCSW

DocuSigned by:

 AB4ADEEC15032AF...
 Anna Bauer, Director
 2/27/2023 | 16:07:16 PST
 Date

DocuSigned by:

 21F23A38F74E48F...
 Gail Garcia, LCSW
 2/27/2023 | 19:59:02 PST
 Date

STANDARD INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) **Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

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

B. OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Commission, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Commission, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Commission.

C. WAIVER OF SUBROGATION: Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Commission for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Commission. The Commission may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Commission.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Commission.

F. VERIFICATION OF COVERAGE: Contractor shall furnish Commission with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Commission certificates of insurance and endorsements **before** beginning work under this contract.

ATTACHMENT II COMMISSION REQUIREMENTS

1. Contractors shall submit a fully delineated invoice monthly or quarterly. All invoices or claims must be substantiated by adequate supporting documentation, and must be based on verifiable financial records. Invoices are due 30 days after the end of previous period. Contractor shall submit supporting documentation with invoices, including, but not limited to, financial reports, receipts for material purchases, rental equipment, subcontractor work, and employee travel. Contractor shall submit invoices and documentation through the Commission's database. Final fiscal year invoices are due by July 15th.
2. Contractor must submit final invoices within 45 days of the contract end date. Final payments and reconciliations shall be completed within 60 days of completion of the contract term.
3. Contractor may invoice for expenditures related directly to the performance of approved activities, and may not charge indirect expense on funds awarded through the Commission's discretionary funds process, which supports programs, events and professional development opportunities in amounts of up to \$5,000.
4. Commission shall require prior approval by the Director or designee of any budget line item that varies more than 15 percent from the approved budget. Line-item budget revisions shall not increase the total budget amount. Increases to total annual budgets require full Commission approval and contract revisions.
5. Discretionary funds will not be extended, amended or renegotiated beyond the terms of the original contract.
6. Contractor may be asked to provide information regarding sources and uses of funds at any time during the contract period, to ensure Proposition 10 funds are not used to supplant state or local general funds. If Contractor uses Prop 10 funds to replace state or local general funds, Contractor shall demonstrate to the Commission's satisfaction that such funds have increased the level of services provided to children birth through 5 years of age. For multi-year contracts, the Commission reserves the right to re-examine its determination that its funds will not be used in violation of its Supplantation policy.
7. Contractor is required to maintain and make available to the Commission accurate books and records relative to all its activities under the contract. Records should be sufficient to permit the tracing of funds to a level of expenditure adequate to ensure funds have not been spent inappropriately or unlawfully. Contractor shall maintain data and records in an accessible location and condition for a period of not less than three years from the date of final payment under the contract.
8. Contractor shall ensure Commission receives updated Certificates of Insurance on a rolling basis, as they renew.
9. Contractor shall comply with all Commission policies, including the [Tobacco-Free and Food and Beverage](#) policies.
10. Contractor shall acknowledge funding from First 5 Butte County Children and Families Commission by including the First 5 Butte County logo on all public materials related to the project, including (but not limited to) Web sites, news releases, brochures, newsletters, flyers, public service announcements, and posters. Contractor shall submit outreach materials to First5@buttecounty.net for approval prior to distribution.
11. Contractor shall ensure that all program staff review Commission policies and requirements.