

**COUNTY OF MONTEREY**  
Amendment No.1 to Agreement No. A-16346  
First 5 Monterey County

**This Amendment** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and First 5 Monterey County (hereinafter “CONTRACTOR”).

**WHEREAS**, COUNTY and CONTRACTOR entered into an agreement for CalWORKs Home Visiting Services to CWES families for a term of July 1, 2023 through June 30, 2024 with a contract total of \$748,568 (hereinafter “Original Agreement”).

**WHEREAS**, the parties wish to amend the Agreement via Amendment No.1 by adding **\$95,292**, for a new total contract amount of **\$843,860** with no change to the contract term.

**Now Therefore**, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS”** is hereby amended to the following: “County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$843,860.00.**”
2. **Exhibit AA**, Section I, “**CONTACTS**” is hereby amended to the following: “County Contract Manager: **Debra McAlahney**, Management Analyst **III**”
3. **Exhibit AA**, Section VII, “**PAYMENT PROVISIONS AND DATA REPORTING**” # 3 is hereby amended to the following: “COUNTY shall pay CONTRACTOR in accordance with Article I of **Exhibit BB**, PAYMENT BY COUNTY. Per **Exhibit CC**, Budget, the maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **Eight Hundred Forty-Three Thousand, Eight Hundred Sixty Dollars (\$843,860.00).**”
4. **Exhibit BB** replaces Exhibit B and references the new **Exhibits AA and CC**.
5. **Exhibit CC** replaces Exhibit C and reflects the addition of **\$95,292.00**, the new contract total of **\$843,860.00**, and adds Contractor and County contact information.
6. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No.1 and shall continue in full force and effect as set forth in the Original Agreement.
7. A copy of this Amendment No.1 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Lori A. Medina, DSS Director

DocuSigned by:  
*Francine Rodd*  
By: \_\_\_\_\_  
9F5AAA34963D4FF...  
(Chair, President, Vice-President)

Date: \_\_\_\_\_

Francine Rodd, Executive Director  
\_\_\_\_\_  
(Print Name and Title)  
Date: 4/29/2024 | 8:16 AM PDT  
\_\_\_\_\_

**Approved as to Form:**

DocuSigned by:  
*Anne Brenton, County Counsel*  
By: \_\_\_\_\_  
07025F3AA36B4A4...  
Deputy County Counsel

DocuSigned by:  
*Kris Curtis*  
By: \_\_\_\_\_  
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(Secretary, CFO, Treasurer)

Controller  
\_\_\_\_\_  
(Print Name and Title)  
Date: 4/29/2024 | 8:17 AM PDT  
\_\_\_\_\_

Date: 4/29/2024 | 8:50 AM PDT  
\_\_\_\_\_

**Approved as to Fiscal Provisions:**

DocuSigned by:  
*Patricia Ruiz*  
By: \_\_\_\_\_  
E79EF64E57454F6...  
Auditor Controller's Office

Date: 4/29/2024 | 10:21 AM PDT  
\_\_\_\_\_

## SCOPE OF SERVICES

**First 5 Monterey County**  
 CalWORKs Employment Services – CalWORKs Home Visiting Program  
*July 1, 2023 - June 30, 2024*

### I. CONTACTS

<b>County of Monterey</b> Department of Social Services	First 5 Monterey County
County Contract Manager: <b>Debra McAlahney</b> Management Analyst III CalWORKs Employment Services 730 La Guardia Street Salinas, CA 93905 831-796-3398 <a href="mailto:mcalahneyd@co.monterey.ca.us">mcalahneyd@co.monterey.ca.us</a> <a href="mailto:501-CWES-contracts@co.monterey.ca.us">501-CWES-contracts@co.monterey.ca.us</a>	Contract Manager: Oscar Flores Senior Programs Manager First 5 Monterey County 1125 Baldwin Street Salinas, CA 93906 831-444-8549 ext. 15 <a href="mailto:oscar@first5monterey.org">oscar@first5monterey.org</a>
Fiscal Contact: Gaudy Flores Accountant I Monterey County Department of Social Services Administrative Services Branch 1000 South Main Street, Suite 306 Salinas CA 93901 831-755-4987 <a href="mailto:FloresG4@co.monterey.ca.us">FloresG4@co.monterey.ca.us</a>	Fiscal Contact: Kris Curtis Controller First 5 Monterey County 1125 Baldwin Street Salinas, CA 93906 831-444-8549 ext. 15 <a href="mailto:Kris@first5monterey.org">Kris@first5monterey.org</a>

### II. DESCRIPTION OF COUNTY-FUNDED SERVICES

The Monterey County Department of Social Services (COUNTY) CalWORKs Employment Services (CWES) CalWORKs Home Visiting Program shall be implemented by First 5 Monterey County (CONTRACTOR), who shall act as the lead agency working in collaboration with SUBCONTRACTORS, which will be identified by CONTRACTOR's upcoming Collaborative Grant Making public procurement process.

This Agreement identifies the roles, responsibilities, and scope of work for the COUNTY and the CONTRACTOR to offer and connect parents with the necessary information, services, and resources to be enrolled in the CalWORKs Home Visiting Program. This Agreement provides enrolled CalWORKs parents the opportunity to learn how to ensure that their children have a safe and nurturing environment that allows them to thrive and grow using the Parents as Teachers model.

### III. CONTRACTOR RESPONSIBILITIES & PERFORMANCE MEASURES PROJECT FRAMEWORK

The CalWORKs Home Visiting Program shall be built upon an integrated management framework with CONTRACTOR serving as the Lead by holding contracts with SUBCONTRACTORS.

CONTRACTOR shall operate as the macro-level systems manager responsible for the program's overall management, guidance, and integration with related county-wide activities.

The Home Visiting Program will serve 140 enrolled families during the fiscal year who have children ranging in age from prenatal to 24 months old at the time of enrollment. Each child may remain in the program for a total of two (2) years regardless of the age at enrollment. The CalWORKs Home Visiting Program may also serve other populations with State approval should the need arise.

Should there be a need to change SUBCONTRACTORS due to challenges with performance, CONTRACTOR is authorized to do so with consultation and collaboration with the CWES Contract Manager.

Performance Measures:

1. 90% of customers who have been enrolled in the program for 30 days or more have at least one (1) home visit scheduled monthly.
2. 90% of customers' children who have been enrolled in the program for 30 days or more receive a developmental screening within the first 90 days, and at least annually thereafter.
3. 20% of customers who have been enrolled in the program for 30 days or more receive at least one (1) referral for barrier removal assistance services, as detailed in 43, per contract year.

CONTRACTOR shall:

1. Serve as the point person for overall project development and management with CWES.
2. Develop and maintain contracts/budgets with SUBCONTRACTORS.
3. Collaborate with CWES and contracted agencies to design the overall framework, approach, and implementation of the CalWORKs Home Visiting Program.
4. Provide overall leadership and management for collaboration and coordination with CWES staff and co-located agencies, including protocols for referrals of participants to services.
5. Provide oversight of capacity building and training opportunities.
6. Provide opportunities for connection and relationship with county-wide partners.
7. Design and manage evaluation, data, and reports.
8. Ensure appropriate staffing to support the administration and services provided for in this Agreement, which includes that substitute staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

**Exhibit AA**

9. Monitor SUBCONTRACTORS' performance and meeting of the program's goals, objectives, and outcomes.
10. Participate in the annual Employment Services Open House convened by CWES.
11. Participate/Facilitate Service Provider in the Spotlight training yearly.
12. Provide orientation information sessions to CWES staff (staff orientation to home visiting services).
13. Participate in Multidisciplinary Team meetings to assist customers in the CalWORKs Family Stabilization program, as needed.
14. Participate in semi-annual monitoring visits conducted by the CWES Contract Manager.
15. Ensure Parent Educators receive training in cultural competency and implicit bias as outlined by the California Department of Social Services (CDSS) and complete a background check prior to providing home visiting services to CalWORKs customers.

**SUBCONTRACTORS** shall:

16. Hire and supervise Parent Educators.
17. Implement and manage the activities of the project. Actively identify any CalWORKs customers who could be current or prospective customers currently receiving or interested in home visiting services. Complete requests for referrals for any CalWORKs families who are interested in or are already receiving home visiting services and are not currently enrolled.
18. Accept appropriate CalWORKs customer referrals from CWES for participation in this project.
19. Coordinate staff participation in capacity building and training activities aligned with related CONTRACTOR training efforts as well as other relevant offerings.
20. Develop and maintain relationships with multi-disciplinary partners and participate in CONTRACTOR Collaboratives and CalWORKs Home Visiting Program Multi-Disciplinary Team meetings.
21. Communicate with CWES staff as needed regarding customers' participation and progress in the CalWORKs Home Visiting Program, including but not limited to initiating appropriate service referrals.
22. Administer assessment tools to CalWORKs Parents that adhere to the Parents as Teachers (PAT) National Center quality standards.
23. Provide reasonable outreach and marketing support for the CalWORKs Home Visiting Program as guided by CONTRACTOR efforts.
24. Provide data entry and participate in CONTRACTOR evaluation efforts.

**PROGRAM OUTREACH AND WELCOMING**

**CONTRACTOR** shall:

25. In collaboration with the COUNTY, design an outreach strategy to invite interest in the program among CalWORKs families with children under the age of 2 years and develop

familiarity and trust between parents and Parent Educators.

- a. On-going individualized outreach shall include phone call/text reminders and check-ins to encourage participation and a sense of connection with the program, and to maximize participation for those parents who may feel most vulnerable or isolated.
- b. Coordinate with CWES staff as needed to ensure that there is childcare for siblings available as a support for parental access to home visiting services, and to support focused parent/child attention for parents and their children under the age of two (2) years.
- c. Routinely ask families who participate in other Collaborative services if they are part of or are interested in applying for CalWORKs services.
- d. Complete a CW 2224, CW HVP Opt-In Form when offering services and declaring if the customer opts in or opts out of HVP services.

### **PROGRAM STRUCTURE**

The home visits shall follow the standards outlined in the Parents as Teachers model as prescribed by the PAT National Center.

**CONTRACTOR** shall ensure:

26. The minimum qualifications for Parent Educators are a high school diploma or GED and two years of previous supervised work experience with young children and/or parents.
27. Each month, Parent Educators working more than 0.5 full-time equivalent (FTE) participate in a minimum of two hours of individual reflective supervision and a minimum of two hours of staff meetings. Parent Educators working 0.5 FTE or less participate in a minimum of one hour of reflective supervision and two hours of staff meetings.
28. Each supervisor, mentor, or lead Parent Educator is assigned no more than twelve (12) Parent Educators, regardless of whether the Parent Educators are full-time or part-time employees.
29. All new Parent Educators in an organization who will deliver Parents as Teachers services to families attend foundational and model implementation training before delivering Parents as Teachers services; new supervisors attend at least the model implementation training.
30. Parent Educators receive competency-based professional development and training and renew certification with the Parents as Teachers National Center annually.
31. Parent Educators complete and document a family-centered assessment within ninety (90) days of enrollment and then at least annually thereafter, using an assessment that addresses the PAT-required areas.
32. Parent Educators develop and document goals with each family they serve.
33. Parent Educators use the foundational visit plans and planning guide from the curriculum to design and deliver personal visits to families.
34. Families with less than two high-needs characteristics receive at least twelve (12) personal visits annually, and families with two or more high-needs characteristics receive at least

twenty-four (24) personal visits annually.

35. Full-time, first-year Parent Educators complete no more than forty-eight (48) visits per month during their first year, and full-time Parent Educators in their second year and beyond complete no more than sixty (60) visits per month.
36. Child Development screenings take place for all children within 90 days of enrollment or birth, and then at least annually thereafter. A complete screening includes child developmental screening using PAT-approved screening tools, plus completion of a health review that includes a record of the child's hearing, vision, and general health status. Developmental domains that require screening include language, intellectual, social-emotional, and motor development.
37. Parent Educators connect families to resources that help them reach their goals and address their needs.
38. Method of Service Delivery

The CONTRACTOR shall ensure options in the service delivery model for families to receive Home Visits in the most comfortable environment for each family. This could include, but is not limited to:

  - a. Home Visits
  - b. Virtual Visits
  - c. Visits in a Community Location

#### **PROGRAM MATERIAL GOODS**

39. Material goods may be purchased for a program participant's household related to the care, health, and safety of the child and family. Material goods include, but are not limited to child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs.
40. No more than one thousand dollars (\$1,000.00) of the CalWORKs Home Visiting Program funds can be used to support material goods for each family for the duration that the family receives home visiting services.

#### **HOME VISITING PROGRAM LINKAGES TO RESOURCES AND REFERRALS**

41. Parent Educators shall support parent access to referrals for resources located at designated County sites as well as community resources.
42. Parent Educators shall be instructed to inform CWES staff to initiate a referral to the CalWORKs Behavioral Health (BH) Unit or the Domestic Violence (DV) Social Worker if there are issues or concerns such as mental health, substance use disorder (SUD), Employee Assistance Program (EAP) (no medical necessity required), or Domestic Violence) that are observed by Parent Educators or are communicated by the customer that needs to be addressed.
43. Referrals shall be made in collaboration with the parent as well as their CWES Case Manager (CCM) and may include but are not limited to:
  - a. Social services including, but not limited to, food, housing, employment, and transportation.

**Exhibit AA**

- b. Health services such as mental health, substance use disorder, and domestic violence.
  - c. Assessment for learning disabilities.
  - d. Classes offered by community providers.
  - e. Assistance with applications and registration to preschool and childcare programs, for example, Healthy Start or Head Start.
44. Parent Educators shall receive mandated child abuse reporter training provided by the State. If they witness signs of child and/or domestic abuse or are verbally told of such an incident by the parent, they shall contact Child Protective Services (CPS). If a report becomes necessary, staff shall also inform the CCM in order to support the best services for the family.
45. Parent Educators shall receive mandated adult abuse reporter training provided by the State. If they witness signs of adult and/or domestic abuse or are verbally told of such an incident by the parent, they shall contact Adult Protective Services (APS). If a report becomes necessary, staff shall also inform the CCM to support the best services for the family.

**IV. COMPLIANCE & MONITORING**

1. CONTRACTOR shall participate in a minimum of two (2) contract monitoring visits conducted by the CWES Contract Manager to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.
2. The CWES Contract Manager shall provide written documentation of contract monitoring findings and recommendations to CONTRACTOR within ten (10) days of the conclusion of each visit.
3. CONTRACTOR shall respond to and resolve deficiencies in meeting the service requirements in this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the CWES Contract Manager.
  - a. Identification and response shall be captured in written communication.
  - b. Corrective actions shall be agreed upon by both parties.
  - c. Corrective actions shall be implemented as soon as deemed possible by both parties.
  - d. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this Agreement.

**V. COUNTY RESPONSIBILITIES****COUNTY shall:**

1. Refer appropriate CalWORKs customers to the CalWORKs Home Visiting Program by sending a referral via secure email to CONTRACTOR/SUBCONTRACTOR.
2. Respond promptly to calls from the CONTRACTOR/SUBCONTRACTOR.
3. Communicate with CONTRACTOR/ SUBCONTRACTOR within two (2) working days regarding changes in a customer's participation status and/or reassignment to other Welfare To Work activities that impact participation in the CalWORKs Home Visiting



Program. Communication may be by encrypted/secured e-mail.

4. Initiate appropriate service referrals as agreed upon by the customer, CONTRACTOR, and COUNTY staff.
5. Provide supportive services to eligible CalWORKs customers, when needed and required, in order to participate in assigned Welfare To Work activities, including this program.
6. Conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.
7. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR within ten (10) days of the conclusion of each visit.
8. Provide training, when needed, to CONTRACTOR in CalWORKs (including employment and supportive services available), Medi-Cal, CalFresh, WIC, and other related County resources, which will include specific information for assisting parents in accessing these services.

**VI. TRAINING/TRAVEL Reimbursement:** COUNTY and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at [www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures](http://www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at [www.irs.gov](http://www.irs.gov).

## **VII. PAYMENT PROVISIONS AND DATA REPORTING**

1. CONTRACTOR shall claim expenditures in line with **Exhibit CC**, Budget. The contract budget amount of **\$ 843,860.00** is based on the current year's funding and is dependent on future available funding for the program.
2. CONTRACTOR shall provide COUNTY Contract Manager with:
  - a. A monthly invoice, Exhibit D, no later than the 10<sup>th</sup> of the month following the month services were rendered.
    - 1) The invoices shall contain the original signature of the person authorized to submit claims for payment, and any required supporting documentation, as noted on the applicable invoice form, shall be submitted with the invoice.
    - 2) COUNTY Contract Manager shall review and approve the invoice within ten (10) days of receipt. Invoices will be paid within thirty (30) days of receipt of a certified invoice in the Auditor Controllers office.
  - b. The final monthly invoice, Exhibit D, for the FY 2023-2024 contract year, shall be presented no later than July 10, 2024.
  - c. A Monthly Detailed Service Report, Exhibit E, or report containing the same data no later than the 15<sup>th</sup> of each month. The report must contain the following data elements for each family referred and/or participating:

- i. Case ID
  - ii. CalWORKs ID
  - iii. Latest WTW Status
  - iv. CalWORKs Discontinuance Date
  - v. Program Enrollment Date
  - vi. Program Exit Date
  - vii. Affiliate
  - viii. Number of completed home visits (reporting month)
  - ix. Number of completed home visits (cumulative)
  - x. Number of Attempted Home visits (cumulative FY)
  - xi. Number of Children
  - xii. Number of health/developmental screenings (reporting month)
  - xiii. Number of health/developmental (cumulative)
  - xiv. Number of referrals (reporting month)
  - xv. Type of referral
  - xvi. Number of referrals (cumulative)
  - xvii. Material Goods (Amount Spent)
  - xviii. Status
- d. Claims for payment cannot be processed until the monthly invoice and the monthly service data report have been received, verified, and approved.
  - e. Complete the HVP 19 report monthly and upload to the State via email.
3. COUNTY shall pay CONTRACTOR in accordance with Article I of **Exhibit BB, PAYMENT BY COUNTY**. Per **Exhibit CC, Budget**, the maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **Eight Hundred Forty-Three Thousand, Eight Hundred Sixty Dollars (\$843,860.00)** for the period of July 1, 2023, through June 30, 2024.

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in Exhibit D.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.03 Allowable Costs:**

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CC**, must follow the Monterey County Auditor/Controller's Travel Policy [www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures](http://www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures) and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at [www.irs.gov](http://www.irs.gov).

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

## II. PERFORMANCE STANDARDS & COMPLIANCE

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed, and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

### **2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the organization's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
  - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

### III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of

clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

#### IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and

- regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
  - **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
  - **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
  - **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
  - **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
  - **Monterey COUNTY Code**, Chap. 2.80.;
  - **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
  - **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
  - **California Equal Pay Act**, Labor Code Sec.1197.5.
  - **California Government Code** Section 4450;
  - **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
  - **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
  - **California Code of Regulations, Title 24, Section 3105A(e)**
  - **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

## V. ADDITIONAL REQUIREMENTS

**5.01 Covenant Against Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**5.02 Debarment, Suspension and Fraud, and Abuse:** CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,



- or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
  - d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

## VI. CONTRACT ADMINISTRATORS

**6.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates Oscar Flores as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**6.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

## VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

## VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons, therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

<b>HVP Budget FY 23/24</b>		<b>Exhibit CC</b>
<b>Category</b>		<b>Budget</b>
<b>PERSONNEL SALARIES</b>		
Senior Programs Manager @ 40%		\$ 53,964.00
Program Assistant II @ 20%		\$ 12,500.00
Evaluation Officer @ 7.5%		\$ 5,100.00
Personnel Salaries Subtotal		\$ 71,564.00
Personnel Benefits		\$ 15,100.00
<b>TOTAL PERSONNEL SALARIES &amp; BENEFITS</b>		<b>\$ 86,664.00</b>
<b>PROGRAM</b>		
Outreach materials & Training costs		\$ 13,097.00
Database & Related Data Reports with Parents as Teachers National Office		\$ 2,000.00
<b>SUBTOTAL PROGRAM EXPENSES</b>		<b>\$ 15,097.00</b>
<b>SUBCONTRACTOR EXPENSES</b>		
Door to Hope		\$ 402,384.00
GoKids, Inc.		\$ 183,000.00
N. Monterey County USD		\$ 80,000.00
<b>SUBTOTAL SUBCONTRACTOR EXPENSES</b>		<b>\$ 665,384.00</b>
<b>TOTAL PROGRAM &amp; SUBCONTRACTOR EXPENSES</b>		<b>\$ 680,481.00</b>
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 86,664.00</b>
<b>ADMIN/INDIRECT @ 10%</b>		<b>\$ 76,715.00</b>
<b>Total FY 2023/2024 Amended Contract Amount</b>		<b>\$ 843,860.00</b>

CFL 23/24-05

<b>Total State Allocation</b>
\$ 895,817.00
<b>County \$ Retained</b>
\$ 51,957.00
<b>% County Retained</b>
5.8%

Submitted 3/2/24 by: Kris Curtis, Controller and  
Oscar Flores, Senior Programs Manager  
First 5 Monterey County  
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