

**AGREEMENT BETWEEN
FIRST 5 MONTEREY COUNTY
AND
COUNTY OF MONTEREY – PROBATION DEPARTMENT**

FUNDED PARTNER:	County of Monterey – Probation Department
MANAGEMENT AGENCY PARTNER	Door to Hope
PROJECT/SERVICES	Strong Start Partnership - Care Coordination Direct Services
AGREEMENT TERM:	July 1, 2023 through June 30, 2026
AGREEMENT AMOUNT:	\$81,608.00
CONTACT PERSON:	<u>Program Contact:</u> Heriberto Estrada, Probation Services Manager, Family Violence Unit, Adult Division EstradaH1@co.monterey.ca.us <u>Fiscal Contact:</u> Dawn Soza, Finance Manager sozadd@co.monterey.ca.us
ADDRESS:	168 W. Alisal St., Salinas, CA 93901

This Agreement is between MONTEREY COUNTY CHILDREN & FAMILIES COMMISSION, publicly known as FIRST 5 MONTEREY COUNTY, referred to as “F5MC”, and COUNTY OF MONTEREY – PROBATION DEPARTMENT, referred to as “FUNDED PARTNER” to implement the StrongStart Partnership.

Whereas all services provided herein are in furtherance of the goals and objectives in the F5MC Strategic Plan Framework July 2023- June 2029; and

Whereas, on April 24, 2023, the Commissioners delegated authority to the Executive Director to negotiate, execute, and amend a contract with FUNDED PARTNER for the services described in this Agreement.

IT IS HEREBY MUTUALLY AGREED that the parties will adhere to the provisions of this Agreement, including **Exhibit A** (Scope of Work); **Exhibit B** (Budget); **Exhibit C** (Insurance Requirements); **Exhibit D** (Applicable Laws Regarding Non-Discrimination); and **Exhibit E** (Applicable Laws regarding Confidentiality). Exhibits A-E are attached hereto and incorporated herein by this reference.

FUNDED PARTNER APPROVALS

Deputy County Counsel, County of Monterey	Date	Contracts Purchasing Officer/or Designee, County of Monterey	Date
Auditor-Controller’s Office, County of Monterey	Date	Todd Keating, Chief Probation Officer, County of Monterey	Date

Tax Identification Number: 94-6000524

FIRST 5 MONTEREY COUNTY APPROVALS

*Approval for F5MC Signatures*_____

Francine Rodd, Executive Director	Date	Kerstine Curtis, Controller	Date
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I. TERM OF AGREEMENT AND COMPENSATION

- A. Term of Agreement.** The term of this Agreement is from July 1, 2023 to and including June 30, 2026.
- B. Compensation.** F5MC will compensate FUNDED PARTNER for services provided hereunder in an amount not to exceed \$ \$81,608.00 for the term of the Agreement as stated above. F5MC will compensate FUNDED PARTNER according to the Budget shown in Exhibit B, subject to the terms and conditions set forth in this Agreement, for services rendered according to the Scope of Work as shown in Exhibit A.

II. TERMINATION

- A. Termination Without Cause.** F5MC may terminate this Agreement without cause by giving the FUNDED PARTNER thirty (30) days written notice.
- B. Termination for Cause.** If either party determines that the other party has not met or will not meet the requirements of this Agreement, that party may provide the other party with a three (3) day written notice to cure such deficiency or deficiencies or to provide assurances that it will perform under the Agreement. If the party receiving such three (3) day written notice has not cured within such period, the originally-notifying party shall then provide a notice of termination specifying the reason for termination and indicating the effective date of termination.

F5MC may terminate this Agreement for cause when it concludes, in its sole determination that FUNDED PARTNER has:

- 1) Materially breached of this Agreement;
- 2) Violated any applicable local, state, or federal laws;
- 3) Assigned any of the services described in this Agreement to a subcontractor without prior written consent from F5MC;
- 4) Failed to provide services to F5MC's reasonable satisfaction;
- 5) Failed to comply with F5MC reporting and audit requirements; or
- 6) Improperly used funds provided by F5MC under this Agreement.

- C. Termination Due to Change in State Funding.** In addition, F5MC has the right to terminate this Agreement upon three (3) days written notice in the event that funding from the State of California to F5MC is reduced, suspended, or terminated for any reason. FUNDED PARTNER expressly waives any and all claims against F5MC for damages arising from the reduction, suspension, or termination of funds.
- D. Termination Provision.** FUNDED PARTNER will deliver to F5MC copies of all materials used or developed under this Agreement including, but not limited to, all data collection forms, reports, and other work performed by FUNDED PARTNER under this Agreement.

III. NO FUNDS SUPPLANTED

The parties to this Agreement understand that each is bound by the provisions of Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of services and not to fund existing levels of service. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose."

FUNDED PARTNER warrants that no funds provided by F5MC shall be used to supplant existing funds from any source for any purpose. Failure to fully comply with these requirements shall be cause for termination of the Agreement for cause.

IV. FISCAL PROVISIONS

- A. Fiscal Reporting:** FUNDED PARTNER shall submit an invoice with all required backup (Expenditure Report) on a monthly basis. An Expenditure Report Invoice Template will be customized for each FUNDED PARTNER after execution of this Agreement.

The Expenditure Report for the StrongStart Partnership is due to F5MC on or before the last day of each month for the prior month's expenses. For example, the Expenditure Report for July is due to F5MC no later than August 31st.

FUNDED PARTNER shall remit the Expenditure Report which includes the monthly invoice, a general ledger report for the month showing actual expenditures that tie to the invoice by budget line and detailed payroll reports for the month. Only expenses posted on the general ledger for the billing period that includes backup documentation requested by F5MC will be eligible for reimbursement. F5MC reserves the right to verify expenditures.

With submittal of the Expenditure Report, FUNDED PARTNER asserts that all included expenses directly tie to providing services to qualified participants. FUNDED PARTNER is responsible for insuring that monthly expenditure reports only include services to qualified residents of Monterey County and do not supplant any other funding.

FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items in Exhibit B.

- B. Reimbursement:** Reimbursement to FUNDED PARTNER shall be based upon actual verified expenses based on approved Expenditure Report.

All equipment and furniture/fixtures expenditures of \$500 or more, and all technology expenditures require pre-approval by F5MC, if not detailed in approved budget. Leasehold improvements and capital assets (building, land, items over \$2,500 per piece) are non-reimbursable expenditures.

No reimbursement will be made for any expense that is determined by F5MC, in its sole discretion, to be disallowed and/or not directly related to and consistence with the requirements of this Agreement.

FUNDED PARTNER shall send appropriate personnel to required meetings; communicate and disseminate information received from F5MC to appropriate staff, or fiscal representatives, as necessary; provide oral reports to Commissioners; and complete and submit reports, budgets, and other required information within designated timelines as delineated in the Scope of Work. Funds may be withheld until all reporting requirements are met.

F5MC will make payment to FUNDED PARTNER within thirty (30) days of receipt of complete and approved monthly Expenditure Report. If F5MC pays a different amount than the amount requested on the invoice and the FUNDED PARTNER wishes to contest the change, the FUNDED PARTNER must email or submit a written request to F5MC's Finance Department within thirty (30) days after FUNDED PARTNER'S receipt of payment. F5MC will timely consider all documentation provided by FUNDED PARTNER in making a final determination of the charge in question.

V. SCOPE OF WORK AND BUDGET

FUNDED PARTNER agrees to provide, to the complete satisfaction of F5MC, services described in the Scope of Work in accordance with the Budget.

FUNDED PARTNER agrees that it and any subcontractors shall comply with all F5MC requirements, F5MC's Strategic Plan, any and all current and future F5MC policies and procedures, and to ensure F5MC access to information for appropriate auditing, monitoring, reporting, and evaluating of FUNDED PARTNER's performance, allowing for appropriate verification of payment of FUNDED PARTNER's actual cost of providing the services described herein.

F5MC staff must be notified by FUNDED PARTNER in writing of any requested program changes, and FUNDED PARTNER must receive written authorization for those changes prior to implementation of any programmatic changes.

A. Budget and Scope of Work Revisions: FUNDED PARTNER is allowed to request a Budget Revision twice per fiscal year. A Budget Revision is defined as making an adjustment between budget line items in the Budget attached hereto as Exhibit B. All Budget Revision requests must be received by F5MC on or before April 1st. Upon this request, a Budget Revision Form will be provided by F5MC for completion by FUNDED PARTNER including budgeting adjustments and explanation of requested changes. After submitting a timely Budget Revision request, FUNDED PARTNER must submit all forms required by F5MC in order to be considered. All Budget Revision completed forms must be received by F5MC on or before April 15th (see below for chart of due dates). All Budget Revisions must be approved by the F5MC Program Manager, F5MC Fiscal Staff, and must align with the Scope of Work (Exhibit A).

FUNDED PARTNER is allowed to request a Scope of Work Revision once per fiscal year in conjunction with a Budget Revision request. F5MC, at its sole discretion, may or may not approve Budget or Scope of Work Revision requests.

Below is a table of available Revisions with the request and completed form due dates.

Revisions	DUE
Revision <i>Request Submitted</i> to F5MC	April 1 st
Revision Form <i>Completed and Submitted</i> to F5MC	April 15 th

B. Budget Reallocations: FUNDED PARTNER is allowed to request one Budget Reallocation which is due on or before April 15, 2024 (for FY 23/24 – FY 25/26). A Budget Reallocation is defined as reallocating budget amounts between fiscal years (Exhibit B) All Budget Reallocation requests must be received on or before April 15, 2024. Upon this request, a Budget Reallocation Form will be provided by F5MC for completion by FUNDED PARTNER including budgeting adjustments and explanation of requested changes. FUNDED PARTNERS must submit completed forms on or before April 30, 2024 to F5MC. All Budget Revisions must be approved by the F5MC Program Manager, F5MC Fiscal Staff, and must align with the Scope of Work (Exhibit A). F5MC, at its sole discretion, may or may not approve budget reallocation requests. Any funds included in the current fiscal year budget but not expended by the end of the fiscal year remain with F5MC. Unexpended funds will not be added or transferred to future contract allocation amounts.

VI. AUDIT, INSPECTION, AND RETENTION OF RECORDS

A. Grant Awards Under \$25,000.00. Funds provided by F5MC and the expenditures shall be accounted for separately in FUNDED PARTNER'S books and records. FUNDED PARTNER

shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items. FUNDED PARTNER shall permit F5MC to audit, examine, and to copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including, but not limited to: invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency, having an interest in the subject of this Agreement, shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER'S records shall describe and support the use of funds for the agreed upon project.

The method used by the FUNDED PARTNER to track and report costs must conform to Generally Accepted Accounting Principles (GAAP).

- B. Grant Awards of \$25,000.00 or More:** Funds provided by F5MC and the expenditures shall be accounted for separately in FUNDED PARTNER'S books and records. FUNDED PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER is required to setup accounts within their general ledger that mirror the budget line items. FUNDED PARTNER shall permit F5MC to audit, examine, and copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including but not limited to: invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this agreement shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER'S records shall describe and support the use of funds for the agreed upon project.

The method used by the FUNDED PARTNER to track and report costs must conform to Generally Accepted Accounting Principles (GAAP).

Audit Requirements:

	DUE
Audit & Certification Letter Submittal	<u>Within</u> 10 months of FUNDED PARTNER'S Fiscal Year-End

- 1) FUNDED PARTNER shall submit, to F5MC **within ten (10) months** of the FUNDED PARTNER'S fiscal year-end either:
 - i. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States. ***The audit must include this grant/program as part of***

the testing. The request to include the grant/program as part of the testing must be specified in the Audit Engagement.

OR

- ii. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States and a program specific audit. This is a submittal of two separate reports.
- 2) FUNDED PARTNER will also submit a certification letter that states which option above was completed and submitted. This certification letter must be printed on FUNDED PARTNER'S letterhead and signed by the Fiscal Authority for the FUNDED PARTNER.
- 3) F5MC reserves the right to require a program specific audit at F5MC's sole discretion.
- 4) It is acknowledged by the parties hereto that the conditions of this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of F5MC. FUNDED PARTNER shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by F5MC, state or federal governmental entities, including any assessed interest and penalties.
- 5) In the case that providing the required audit within the required time period represents an unreasonable hardship, FUNDED PARTNER shall alert F5MC and request an extension. Additional documentation may be requested by F5MC in order to grant the extension. Once an extension is approved, FUNDED PARTNER will continue to communicate and update F5MC fiscal staff monthly on audit progress and any changes with agreed timeline.
- 6) Funds may be withheld until audit requirements are met.

VII. F5MC EVALUATION AND DATA SYSTEMS

FUNDED PARTNER shall enter data on all participants into the F5MC data system on an ongoing basis. Exceptions shall only be made by F5MC if the FUNDED PARTNER systematically exports and delivers demographic and service data from a different robust data system in a format acceptable to F5MC on a pre-determined schedule (e.g., daily, weekly, or monthly).

The F5MC Director of Evaluation and Learning shall have the sole responsibility of making exceptions to the obligations contained in this Section VII and any exceptions shall be considered and approved in writing prior to implementation. The F5MC Director of Evaluation and Learning will determine the required information to be entered and the frequency with which different data types should be entered into the data system by the FUNDED PARTNER.

Expectations from First 5 California and F5MC may change from year to year. FUNDED PARTNER agrees to comply with any and all reporting and evaluation requirements established by F5MC and First 5 California.

VIII. INSURANCE

Without limiting the indemnification of F5MC under this Agreement, FUNDED PARTNER shall maintain in force, or cause to be maintained, the insurance coverage as specified in Exhibit C and shall comply with all other requirements set forth in that Exhibit.

IX. CHANGES IN CONDITION

FUNDED PARTNER agrees to provide immediate written notice to F5MC if significant changes or events occur during the term of this award that could potentially impact this Agreement or the Scope of Work, including, but not limited to changes in FUNDED PARTNER'S, or its subcontractors, management, personnel, loss of funding, additional funds received for the funded program, or revocation of FUNDED PARTNER'S tax-exempt status. Reimbursements may be discontinued, modified, or withheld at the discretion of F5MC pursuant to a change in law, a change in F5MC's available funds, or a material change in FUNDED PARTNER'S legal or financial condition.

X. LICENSING AND CREDENTIALS

FUNDED PARTNER hereby agrees to provide and secure all required governmental or professional licenses and credentials for itself, its facilities, its employees, and all other persons engaged in work in conjunction with this Agreement. FUNDED PARTNER'S failure to comply with this Section IX constitutes a material breach of this Agreement.

XI. ABUSE REPORTING

If services pursuant to this Agreement will be provided to children, FUNDED PARTNER warrants that FUNDED PARTNER is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse.

XII. COMPLIANCE WITH LAWS

During the term of this Agreement, FUNDED PARTNER agrees to comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination. These laws include, but are not limited to, those listed in Exhibit D and Exhibit E. If, during the term, the federal government, State of California, or any political subdivision with jurisdiction over the services contemplated by this Agreement, adopts or amends a law or regulation which could impact the services contemplated under this Agreement and, as a result, FUNDED PARTNER has concluded it cannot provide the services contemplated herein, FUNDED PARTNER must submit to F5MC, in writing, a legal memorandum from FUNDED PARTNER'S attorney detailing why FUNDED PARTNER has concluded that complying with this Agreement would violate the new or amended law or regulation and proposing a reasonable solution. F5MC will review the provided memorandum and F5MC will determine, in its sole discretion, whether to accept FUNDED PARTNER'S proposed solution, terminate this Agreement, or pursue any other remedy under this Agreement or at law. F5MC will comply with the California Public Records Act, Government Code §§ 6250 et seq., as may be amended during the term.

The parties may periodically share aggregate and/or personally identifiable information regarding the services contemplated herein. Additionally, FUNDED PARTNER may, in circumstances, share personally identifiable information with another partner. In such events, FUNDED PARTNERS may not share personally identifiable information regarding the services contemplated herein unless and until FUNDED PARTNER and F5MC have executed a data-sharing agreement. This agreement will describe in detail (i) how such information will be shared, (ii) the parties

compliance with all federal and state laws governing the handling and disclosure of such information, and (iii) the liability that may flow from the unlawful or negligent disclosure of such information. FUNDED PARTNER'S failure to execute the data-sharing agreement prior to any disclosure of such information shall constitute a material breach of this Agreement.

XIII. INDEPENDENT CONTRACTOR

FUNDED PARTNER and its officers and employees, in the performance of this Agreement, are independent contractors in relation to F5MC and not officers, employees or agents of F5MC. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of F5MC. FUNDED PARTNER shall direct and control its employees and the hours and location of work, all to the extent consistent with the nature of the services as provided herein. FUNDED PARTNER shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or retirement benefits, which taxes or benefits arise out of the performance of this Agreement. FUNDED PARTNER further represents to F5MC that FUNDED PARTNER has no expectation of receiving any benefits from F5MC incidental to employment.

XIV. INDEMNITY

FUNDED PARTNER shall defend, indemnify, and hold F5MC and its directors, commissioners, employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of FUNDED PARTNER'S (1) breach of this Agreement; (2) misuse of funded provided under this Agreement; and/or (3) negligence or intentional acts or omissions of FUNDED PARTNER, its officers, employees, agents, or volunteers.

The indemnity contained herein shall be conditioned upon the indemnifying party receiving (1) written notice of any claims, demands, or actions for which indemnity is sought; (2) cooperation in the defense by the party seeking indemnity; and (3) control of the defense and/or settlement of such claim, demand, or action as to which indemnity is sought by the party seeking indemnity.

Acceptance of insurance required by this Agreement does not relieve FUNDED PARTNER from liability under this indemnification clause. The indemnification clause shall apply to all damages or claims for damages suffered as a result of FUNDED PARTNER'S operations regardless if any insurance is applicable or not.

XV. PUBLIC ACKNOWLEDGEMENT OF FUNDS

F5MC is funded by taxpayer dollars. Therefore, FUNDED PARTNER shall appropriately acknowledge funds received from F5MC.

Materials and media produced for the benefit of F5MC funded programs include appropriate acknowledgement as follows:

- 1) The F5MC logo;
- 2) The statement, "Made possible by a grant from First 5 Monterey County";
- 3) The attribution statement and logo must be included in all public materials that mention the funded grant and its programs or services, including, but not limited to, websites, e-mail blasts, press releases and media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

FUNDED PARTNER agrees that F5MC shall be given 72 hours to review and approve in writing (email) any media or promotional material developed by FUNDED PARTNER *prior* to the final production and distribution of the material. Communication items for approval should be emailed to the Director of Policy, Advocacy, and Communications and provide a brief description of the purpose for the material being produced. At the request of the FUNDED PARTNER, PACM will also provide high quality F5MC logo files.

XVI. ASSIGNABILITY

FUNDED PARTNER shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of F5MC.

XVII. CONFLICT OF INTEREST

In accepting this Agreement, FUNDED PARTNER affirms that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services. FUNDED PARTNER further agrees that in the performance of this Agreement, it will not employ any contractor or person having a conflict of interest.

XVIII. CHANGES AND AMENDMENTS

F5MC and FUNDED PARTNER may modify this Agreement only by written amendment signed by the parties.

XIX. SEVERABILITY

If any provision of this Agreement is found by a court to be void, invalid, or unenforceable, this Agreement will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Agreement.

XX. WAIVER

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be expressly stated in writing, and apply to the specific instance.

XXI. CONFIDENTIALITY

FUNDED PARTNER will maintain the confidentiality of all information in accordance with all applicable state, including the California Public Records Act, and federal laws. FUNDED PARTNER must abide by all confidentiality requirements and protocols, and protect children's and families' information from any unauthorized disclosure. Funded Partner will abide by Health and Safety Code section 130140.1(e) of the Children and Families Act which defines confidential information for First 5 purposes and provides for limited disclosure among partners for the provision of services to families. Other confidentiality laws may apply, including, but not limited to the laws identified in Exhibit F.

XXII. SUBCONTRACTS

A. Functions undertaken by FUNDED PARTNER may be carried out under subcontracts. However, FUNDED PARTNER may not delegate its duties or obligations nor assign its rights

- hereunder, either in whole or in part, without prior written consent of F5MC. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of FUNDED PARTNER, the governing body of FUNDED PARTNER, the management of FUNDED PARTNER, or the transfer of assets in excess of ten (10) percent of the total assets of FUNDED PARTNER shall be deemed an assignment of benefits under the terms of this Agreement requiring F5MC approval.
- B.** All subcontracts shall be in writing and copies made available to F5MC. No subcontract shall alter in any way any legal responsibility of FUNDED PARTNER to F5MC. All subcontractors must be provided a copy of this Agreement, and all subcontracts must state that any work performed must be consistent with this Agreement. F5MC has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.
 - C.** FUNDED PARTNER shall remain solely responsible for any and all subcontractors' compliance, performance of any and all subcontracts, and the subcontractors' compliance with each and every term of this Agreement, including, but not limited to, compliance with evaluation, reporting, insurance, and auditing requirements. FUNDED PARTNER remains solely responsible for the timely collection and reporting of information from the subcontractor in order to fulfill the reporting, insurance, and audit requirements of this Agreement. The terms and conditions of this Agreement are expressly incorporated into any and all subcontractors' agreements entered into by FUNDED PARTNER.

XXIII. REVERSION OF ASSETS

- A. Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, FUNDED PARTNER shall transfer to F5MC any unexpended F5MC funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.
- B. Real or Personal Property Assets.** Any real property or moveable or immovable personal property under FUNDED PARTNER'S control or ownership that was acquired or improved in whole or in part with F5MC funds disbursed under this Agreement, shall either be, at the election of F5MC: (1) used by FUNDED PARTNER for the services or comparable services meeting the purposes of the Children and Families Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified; or (2) disposed of and proceeds paid to F5MC in a manner that results in F5MC being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to FUNDED PARTNER'S out-of-pocket expenditures using non-F5MC funds for acquisition of or improvements to, such real or personal property, and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of such asset.
 - 1) In furtherance of the foregoing, if F5MC selects continued use of the capital asset, then FUNDED PARTNER hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall service the termination or expiration of this Agreement and shall be actionable at law or in equity by F5MC against FUNDED PARTNER and its successors in interest.
 - 2) In the event F5MC selects disposition of the subject real or personal property, then FUNDED PARTNER shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices.

The net proceeds of such disposition shall be disbursed directly to and be payable to F5MC upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle “pink slip” in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

XXIV. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, certified mail, or otherwise delivered as follows:

To: First 5 Monterey County
Executive Director
1125 Baldwin St.
Salinas, CA 93906
C/O Kris@first5monterey.org

To: FUNDED PARTNER at the address listing on Page 1 of this Agreement. Notices and consents under this section, which are sent via mail by F5MC, shall be deemed to be received five (5) business days following their deposit in the U.S. mail. Emails sent to either party are deemed received when sent.

Exhibit A - SCOPE OF WORK

PROJECT SUMMARY	
Monterey County Probation Department will provide care coordination direct service activities with Door to Hope Management Agency for the First 5 Monterey County (F5MC) StrongStart Partnership Strategic Funding Cycle implemented over 3 years (FY23/24 - FY 25/26).	
Working in collaboration with F5MC, as well as other StrongStart Partnership Funded Partners, contractors, consultants and community service providers, Direct Service Agency will provide cohesive, coordinated, comprehensive care and support for children ages 0 through 5 and their families, with a focus on children through 2 years of age. Direct Service Agency will provide services to families involve in the Probation system. The work will include: A) All Funded Partner Responsibilities; B) Direct Service Responsibilities; and C) Data, Evaluation and Learning Responsibilities as indicated below.	
A	All Funded Partner Responsibilities
1	Participate in process of obtaining MOUs and maintain relationships with MOU partners.
2	Participate in co-development and use of common protocols (e.g., related to Care Coordination, and CHW requirements and/or any future leveraging opportunities).
3	Support F5MC efforts to better understand the needs of focus populations, co-develop better strategies to support them, and strengthen ties with key groups and agencies associated with them.
4	Maintain / develop protocols to maintain culturally and linguistically qualified staff to serve focus populations
5	Maintain/ develop protocols to proactively provide weekend/evening services.
6	Maintain/develop protocols to provide staffing on a regular basis (consistent location/predictable times) to enable walk-in services located in priority zip codes.
7	Provide and maintain staff that align with CHW requirements.
8	Provide capacity to use virtual/remote technology for communications and services to families.
9	Collaborate with F5MC to co-develop processes for family engagement in alignment with the “Spectrum for Community Engagement to Ownership” and regularly engage families as leaders in shaping service design/delivery.
9a	Participate in tracking systems gaps that occur during the course of supporting families. The systems gap tracking process will be co-developed with F5MC.
9b	In alignment with shared values for culturally responsive/relationship-based connections, identify families to participate in the Central Coast Early Childhood Advocacy Network to support community and public policy campaigns
10	Participate in activities and initiatives that influence early childhood development systems, policies, and practices
11	Diversify funding sources for operations, programs, and services by participating in: Medi-Cal Administrative Activities (MAA), as appropriate; F5MC Learning Groups; and exploration of additional leveraging opportunities either individually or in collaboration with F5MC.
12	Participate in SSP meetings, as needed (Team triage, MDRTs, and management communication meetings). Participate in monthly reflective supervision.

B	Direct Service Responsibilities				
1	Collaborate with F5MC to co-create processes for maintaining resource information and conducting outreach at least quarterly.				
1a	Optional to collaborate with F5MC to co-develop protocols describing how Care Coordinators from across Funded Partners will share responsibility for answering one public-facing phone number that can be used by community providers to refer families or by families directly and track data. Probation is only able to receive referrals internally.				
1b	Provide welcoming/response to referrals/inquiries from diverse entry pathways (i.e., service providers/family direct contacts including walk-in and/or call-in). Respond within 48 hours of initial contact/request.				
1c	Implement co-developed triage questions for clients, including confirming eligibility for CHW services for those who request services and also the need for weekend or evening appointments and communications.				
1d	Provide "light touch" information (i.e., basic child development information/resources) as needed.				
1e	Schedule intake sessions to be conducted no later than 14 working days for clients requesting services.				
1f	Document eligibility for CHW services for clients with Medi-Cal (refer to CHW requirements addendum).				
1g	Maintain and monitor waitlist for Care Coordination as needed.				
2	Provide Care Coordination Services to families with a consistent person	CC Staffing	.22 FTE	Estimated Caseload	5
		Estimated % based on Caseload			
		% Prenatal Parent(s)	% children	% children	
		(do not duplicate w/adults)	0 – 35 mos.	36 – 60 mos.	
		40%	40%	20%	
2a	Conduct intake for families asking for services following F5MC protocols.				
2b	Review and collect F5MC informed consent form with family, and any other relevant consent form (i.e., CHW-specific consent).				
2c	As needed, conduct a child developmental screening within 90 days of intake.				
2d	Conduct an adult depression screening within 90 days of intake.				
2e	Conduct other relevant screening to support family assessment (may include, as appropriate, prenatal, Intimate Partner Violence Screening or Social Determinants of Health Screening, etc.).				
2f	Conduct Team Triage for child/adult clients (utilizing screening results as well as other information from intake, etc.).				
2g	Document/track assigned triage level as follows: 1) No Developmental Concerns/Risk Factors; 2) No developmental concerns/some risk factors; 3) Developmental concerns and risk factors. Refer all level 3 to MDRT; Refer level 2 to MDRT as needed.				
2h	Meet with/respond to Level 1 and Level 2 triage families to provide feedback on screenings and any optional community referrals/information as needed (may include internal referrals to Home Visiting).				
2i	Present cases at MDRT as needed - document referrals (including internal referrals to Home Visiting).				

2j	Plan/conduct Roundtable meetings as needed.
2k	Meet with Level 2 or 3 triage families to co-develop Shared Care Plan/Plan of Care. Refer to CHW guidance for Plan of Care requirements if family is CHW eligible. For CHW clients the Plan of Care is required after 12, half-hour sessions with the client.
2l	Review and update Care Plans with supervisor/coordinator at least two times per year. CHW Plan of Care will be reviewed with licensed provider every six months from the effective date.
2m	Conduct on-going meetings with clients/families to support progress on goals of Care Plan.
2n	Follow up on referrals /document access to services.
2o	Engage family in transition planning at approximately 20 months of service or sooner if family is ready (i.e., non-active, pause or closure). Families will typically receive no more than 24 months of Care Coordination services without review at MDRT and agreement with F5MC.
C	Data, Evaluation, and Learning Responsibilities
1	Participate in Continuous Quality Improvement Cycle
1a	Co-develop shared success/outcomes for families/clients
1b	Co-develop ways to measure success/outcomes
1c	Document quantity and quality of activities and services (including items noted for tracking in this SOW)
1d	Engage with families/clients and F5MC in process of reflecting on data in order to continually improve programs and services
2	Participate in development of informed consent process, data sharing agreements and protocols
3	Keep client level info in F5MC case management data system and/or Parents as Teachers database. Data will be kept up to date on a monthly basis, by a deadline agreed upon with F5MC.
4	Run quality assurance reports and update/clean data approximately once per month
5	Train staff on data entry protocols and work with F5MC to update protocols as needed.
6	Work with F5MC to reflect on data related to who is being served and to identify strategies for reaching focus populations (e.g., children under 3)
7	Participate in F5MC data learning group when discussing items that are relevant to Probation care coordination.
8	Participate in F5MC reporting and review requirements, which may include presentations to F5MC, F5MC Commission, and other partners.
9	Engage with F5MC in reflections on how well F5MC is doing as a funder and in supporting the work

F5MC Staff contacts:

- Any questions or concerns regarding Scope of Work should be directed to F5MC Program staff: Beth@first5monterey.org and Oscar@first5monterey.org.
- Any questions or concerns regarding Budget, Audit, Inspection, or Retention of Records requirements should be directed to F5MC Fiscal staff: Ana@first5monterey.org and Kris@first5monterey.org.
- Any questions or concerns regarding Evaluation and Data Systems requirements should be directed to F5MC Evaluation staff: Jenn@first5monterey.org and Carlos@first5monterey.org.

Exhibit B – BUDGET

Management Partner: Door to Hope						
Direct Service Partner Name: Monterey County Probation Department						
Direct Service Partner's Budget						
Budget Line	FY23/24		Three Year Budget			Total
	FTE	F5MC % of FTE	23/24	24/25	25/26	Budget
Direct Service Partner's (DSP's) Program Personnel Expenses: Include only Direct Service Partner's employee expenses here and list each employee position separately. Salary calculations should include holidays, vacation, sick time, and expected raises/COLAs as applicable.						
Victim Advocate	1.00	11.5%	8,236.00	8,236.00	8,236.00	24,708.00
Victim Advocate	1.00	11.5%	8,311.00	8,311.00	8,311.00	24,933.00
Subtotal DSP's Program Personnel	2.00		16,547.00	16,547.00	16,547.00	49,641.00
DSP's Personnel Taxes and Benefits*		64.40%	10,655.66	10,655.67	10,655.67	31,967.00
SUBTOTAL DSP's Personnel Expenses			27,202.66	27,202.67	27,202.67	81,608.00
*As a % of wages & salaries - Includes only employer portion of FICA, Medicare, SUI, ETT, health/dental/vision/life ins premiums, worker's comp., and retirement contributions for employees. Benefits are reimbursed on <u>actual</u> expenditures.						
SUBTOTAL DSP's Program Expenses subject to Admin/Indirect Rate			27,202.66	27,202.67	27,202.67	81,608.00
ADMIN/INDIRECT (15% max.)** Enter Percent		0.00%	0.00	0.00	0.00	0.00
**Rate calculation must be provided and should be based on most recent audited financial statements.						
GRAND TOTAL			\$27,202.66	\$27,202.67	\$27,202.67	\$81,608.00

Exhibit B – BUDGET NARRATIVE

Direct Service Partner (DSP) Name: Monterey County Probation Department

Budget Line	Budget Line Narrative
DSP'S PROGRAM PERSONNEL EXPENSES	
All Positions listed below include allocation to engage in evaluation, monitoring, continuous quality improvement, professional development, reflective practice, and external community collaboration.	
Child Advocate	Child Advocates will perform as a team to identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. A 11.5% FTE Child Advocate is based on the Total Annual Salary of \$71,618 for FY 23/24, 24/25 & FY 25/26 = \$8,236 . The balance of the cost is supported by the Probation Department. (No increase of salaries from FY 23/24 due to unknown contract negotiation)
Child Advocate	Child Advocates will perform as a team to identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. 11.5% FTE Child Advocate is based on the Total Annual Salary of \$72,266 for FY 23/24, 24/25 & FY 25/26 = \$8,311 . The balance of the cost is supported by the Probation Department. (No increase of salaries from FY 23/24 due to unknown contract negotiation)
DSP Personnel Taxes and Benefits*	For FY 23/24, 24/25 & FY 25/26 - this amount is estimated at 64.40% of wages and covers employer taxes and employer paid employee benefits. (No increase of benefits from FY23/24 due to unknown contract negotiation)
ADMIN/INDIRECT PERCENTAGE	Probation will not be charging an Admin/Indirect on this contract

Exhibit C – INSURANCE REQUIREMENTS

Required Coverage. Without limiting the indemnification of F5MC, on or before the Project Start Date, FUNDED PARTNER must furnish to satisfactory proof of the required insurance (Certificates of Insurance), which must include a commitment by FUNDED PARTNER’S insurers that they will mail notice of any cancellation or reduction of coverage below the amounts required by F5MC, at least 30 days prior to the effective date of the cancellation or change. FUNDED PARTNER may not perform any work under this Agreement until FUNDED PARTNER has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by F5MC. FUNDED PARTNER must pay any deductibles and self-insured retentions under all required insurance policies. All insurance afforded by FUNDED PARTNER pursuant to this Agreement must be primary to and not contributing to any other insurance maintained by F5MC. FUNDED PARTNER must meet the following insurance requirements:

- A. Commercial General Liability.** Comprehensive general liability coverage of at least \$1 million per occurrence, \$2 million annual aggregate. FUNDED PARTNER must list F5MC as additional insured.
- B. Workers’ Compensation.** Workers’ Compensation Insurance in accordance with the California Labor Code.
- C. Automobile Liability.** Comprehensive automobile liability coverage with a combined single limit of at least \$1 million per accident for bodily injury and property damage on all vehicles operated under FUNDED PARTNER’S authority, whether or not owned by FUNDED PARTNER. FUNDED PARTNER must list F5MC as additional insured.
- D. Professional Liability (Errors and Omissions).** If FUNDED PARTNER employs or contracts with licensed professional staff in performing the Services, professional liability (errors and omissions) insurance with limits of at least \$1 million per occurrence, \$3 million annual aggregate.
- E. Rating.** All insurance must be issued by a company or companies listed in the current “Best’s Key Rating Guide” publication with a minimum of a “B+;V” rating, or in special circumstances, be pre-approved by F5MC.
- F. Endorsements.** FUNDED PARTNER must obtain endorsements to the general liability and auto insurance policies, giving F5MC an unrestricted 30 day prior written notice of cancellation or change in terms or coverage. FUNDED PARTNER must also obtain an endorsement to the workers’ compensation policy giving F5MC an unrestricted 10 day prior written notice of any cancellation or change in terms or coverage.
- G. Self-Insured.** If FUNDED PARTNER is, or becomes during the term, self-insured or a member of a self-insurance pool, FUNDED PARTNER must provide coverage equivalent to the insurance coverage and endorsements required above. F5MC will not accept this coverage unless F5MC determines, in its sole discretion and by written acceptance, that the proposed coverage is equivalent to the above-required coverage.
- H. Liability and Other Actions.** Compliance with the insurance requirements discussed above will not relieve FUNDED PARTNER of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor

will it preclude F5MC from taking any other actions available to it under any other provision of this Agreement or otherwise in law.

- I. Failure to Maintain Insurance.** If FUNDED PARTNER fails to maintain the insurance required in this Section, F5MC may terminate this Agreement and recover damages. Alternatively, F5MC may, in its sole discretion, purchase the required insurance coverage and, without further notice to FUNDED PARTNER, F5MC may deduct from sums due to FUNDED PARTNER any premiums and associated costs advanced or paid by F5MC for the insurance. If the balance of monies obligated to FUNDED PARTNER pursuant to this Agreement is insufficient to reimburse F5MC for the premiums and any associated costs, FUNDED PARTNER must reimburse F5MC for the premiums and pay for all costs associated with the purchase of this insurance. Any failure by F5MC to take this alternative action will not relieve FUNDED PARTNER of its obligation to obtain and maintain the insurance coverage required by this Agreement.

Exhibit D – APPLICABLE LAWS REGARDING NON-DISCRIMINATION

- 1. California Fair Employment and Housing Act**, Govt. Code Sec. 12900 et seq., and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing F5MC); **Section 12940 (c), (h), (1), (i), and (j)**
- 2. 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
- 3. Federal Civil Rights Acts of 1964 and 1991** (see Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see 45 CFR Part 80)
- 4. 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 Part 84); and all guidelines and interpretations issued pursuant thereto
- 5. Title I-III of the Americans with Disabilities Act of 1990**, 42 U.S.C. Secs. 12111-12117, 12131-12165 & 12181-12189 inclusive
- 6. Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq.
- 7. Monterey County Code**, Chap. 2.80
- 8. Age Discrimination in Employment Act 1975, as amended (ADEA)**, 29 U.S.C. Secs 621 et seq.
- 9. Fair Labor Standards Act of 1938**, 29 U.S.C. Sec. 201 et seq.
- 10. California Labor Code Sec.1101 et seq.**
- 11. California Equal Pay Act**, Labor Code Secs.1197.5 and 432.3.
- 12. Food Stamp Act of 1977, as amended**, 7 U.S.C. Sec. 2011 et seq.
- 13. California Government Code Section 4450**
- 14. Title 2 C.C.R. Sec. 11140 et seq.**
- 15. The Dymally-Alatorre Bilingual Services Act**, Gov. Code § 7290 et seq.
- 16. Small Business Job Protection Act of 1996, Section 1808 titled Removal Of Barriers To Inter Ethnic Adoption**
- 17. California Department of Social Services' Manual of Policies and Procedures Division 21 Civil Rights and Cultural Awareness Training**
- 18. Federal False Claims Act, 31 U.S.C. Sec. 3729 et. seq. California False Claims Act, California Government Code Sec. 12650 et. seq.**

Exhibit E – APPLICABLE LAWS REGARDING CONFIDENTIALITY

1. Section 827(a) of Welfare & Institutions Code
2. Section 830 of Welfare & Institutions Code
3. Section 5328 of Welfare & Institutions Code
4. Section 10850 of Welfare & Institutions Code
5. Section 18951 of Welfare & Institutions Code
6. Section 18965 of Welfare & Institutions Code
7. Section 18986.46 of Welfare & Institutions Code
8. Title 42 Code of Federal Regulations part 2.11
9. Title 42 Code of Regulations part 2.12(C)(4)
10. Title 42 Code of Regulations part 2.22
11. Title 42 Code of Federal Regulations part 2.35