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, 2026 through June 30, 2028
AGREEMENT AMOUNT:	$56,038.00
CONTACT PERSON:	Program Contact: Debra Perez, Probation Services Manager PerezD1@countyofmonterey.gov Fiscal Contact: Dawn Soza, Finance Manager SozadD@countyofmonterey.gov
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 Strong Start 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 February 23, 2026, 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); **Exhibit F** (Business Associates Agreement); and **Exhibit G** (Best Practices for Protecting All Client Information). Exhibits A-G are attached hereto and incorporated herein by this reference.

FUNDED PARTNER APPROVALS

Signed by:
Anne K. Brereton
07025F3AA36B4A4...
7/30/2026
Anne Brereton, Deputy County Counsel, County of Monterey — Date

Contracts Purchasing Agent, County of Monterey — Date

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
7/31/2026
Auditor-Controller's Office, County of Monterey — Date

Signed by:
Jose Ramirez
F0313DA3CADA4C9...
8/3/2026
Jose Ramirez, Chief Probation Officer, County of Monterey — Date

Tax Identification Number: 94-6000524

FIRST 5 MONTEREY COUNTY APPROVALS

DocuSigned by:
Francine Rodd
9F5AAA34963D4FF...
7/29/2026
Francine Rodd, Executive Director — Date

Signed by:
Kerstine Curtis
6BB1CF91B64F425...
7/29/2026
Kerstine Curtis, Director of Finance — Date

I. TERM OF AGREEMENT AND COMPENSATION

A. **Term of Agreement.** The term of this Agreement is from July 1, 2026 to and including June 30, 2028.

B. **Compensation.** F5MC will compensate FUNDED PARTNER for services provided hereunder in an amount not to exceed $56,038.00 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 quarterly basis. An Expenditure Report Invoice Template will be customized for each FUNDED PARTNER after execution of this Agreement.

The Expenditure Report for the Strong Start Partnership is due to F5MC on or before the last day of each month for the prior quarter's expenses. For example, the Expenditure Report for September is due to F5MC no later than October 31st.

FUNDED PARTNER shall remit the Expenditure Report which includes the quarterly 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 quarterly 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 quarterly 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 *Request Submitted* to F5MC	April 1st
Revision Form *Completed and Submitted* to F5MC	April 15th

B. **Budget Reallocations:** FUNDED PARTNER is allowed to request one Budget Reallocation which is due on or before April 15, 2027 (for FY 26/27 – FY 27/28). 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, 2027. 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, 2027 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 $30,000.00 per fiscal year:** 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). Contractor will provide a copy of the County of Monterey annual independent audit within 10 months of fiscal year end, conducted in accordance with Generally Accepted Auditing Standards (GAAS).

~~**B. Grant Awards of $30,000.00 or More per fiscal year:** 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.~~

DS JR Initial KC

Signed by: Anne K. Brereton 07025F3AA36B4A4...

~~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~~	~~**Within** 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 of 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
Attn: Contracts
1125 Baldwin St.
Salinas, CA 93906
C/O ADMIN@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 (Direct Service Agency) will provide care coordination direct service activities with Door to Hope Management Agency for the First 5 Monterey County (F5MC) Strong Start Partnership implemented over 2 years (FY26/27- FY 27/28).	
Working in collaboration with F5MC, as well as other Strong Start 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 with children 0-5 involved in probation services. The work will include A) All Funded Partner Responsibilities; B) Direct Service Responsibilities; and C) Data, Evaluation and Learning Responsibilities.	
A	**All Funded Partner Responsibilities**
1	Follow appropriate privacy and security protocols, in alignment with HIPAA, including the consent and authorization processes.
2	Participate in co-development and use of common protocols (e.g., related to Care Coordination 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 are trained and qualified to provide the services described in the scope of work
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**

<table>
<tr><td>1</td><td colspan="4">Collaborate with F5MC to co-create processes for maintaining resource information and conducting outreach at least quarterly.</td></tr>
<tr><td>1a</td><td colspan="4">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.</td></tr>
<tr><td>1b</td><td colspan="4">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.</td></tr>
<tr><td>1c</td><td colspan="4">Implement co-developed triage questions for clients who request services and also the need for weekend or evening appointments and communications.</td></tr>
<tr><td>1d</td><td colspan="4">Provide "light touch" information (i.e., basic child development information/resources) as needed, ensuring this does not take the place of established caseloads specified below.</td></tr>
<tr><td>1e</td><td colspan="4">Schedule intake sessions to be conducted no later than 10 working days for clients requesting services.</td></tr>
<tr><td>1f</td><td colspan="4">Maintain and monitor waitlist for Care Coordination and report caseload enrollment on a weekly basis</td></tr>
<tr><td>1g</td><td colspan="4">Collaborate with F5MC to co-create processes for maintaining resource information and conducting outreach at least quarterly.</td></tr>
<tr><td rowspan="5">2</td><td rowspan="5">Provide Care Coordination Services to families with a consistent person</td><td>CC Staffing</td><td>.115 FTE</td><td>Est. Caseload 5</td></tr>
<tr><td colspan="3">Estimated % based on Caseload</td></tr>
<tr><td>% Prenatal Parent(s)</td><td>% children</td><td>% children</td></tr>
<tr><td>(do not duplicate w/adults)</td><td>0 – 35 mos.</td><td>36 – 60 mos.</td></tr>
<tr><td>40%</td><td>40%</td><td>20%</td></tr>
<tr><td>2a</td><td colspan="4">Conduct intake for families asking for services following F5MC protocols.</td></tr>
<tr><td>2b</td><td colspan="4">Review and collect F5MC informed consent form with family, and any other relevant consent form (i.e., HIPAA-specific authorization).</td></tr>
<tr><td>2c</td><td colspan="4">Conduct a child developmental screening within 90 days of intake</td></tr>
<tr><td>2d</td><td colspan="4">Conduct an adult depression screening within 90 days of intake.</td></tr>
<tr><td>2e</td><td colspan="4">Conduct other relevant screening to support family assessment (may include, as appropriate, prenatal, Intimate Partner Violence Screening or Social Determinants of Health Screening, etc.).</td></tr>
<tr><td>2f</td><td colspan="4">Conduct Team Triage for child/adult clients (utilizing screening results as well as other information from intake, etc.).</td></tr>
<tr><td>2g</td><td colspan="4">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.</td></tr>
<tr><td>2h</td><td colspan="4">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).</td></tr>
<tr><td>2i</td><td colspan="4">Present cases at MDRT as needed - document referrals (including internal referrals to Home Visiting).</td></tr>
<tr><td>2j</td><td colspan="4">Plan/conduct Roundtable meetings as needed.</td></tr>
<tr><td>2k</td><td colspan="4">Meet with Level 2 or 3 triage families to co-develop Shared Care Plan/Plan of Care.</td></tr>
</table>

2l	Review and update Care Plans following program guidance
2m	Connect with enrolled families at least twice per month in-person, or, if needed, via phone.
2n	Follow up on referrals /document access to services, support family progress on goals of Care Plan
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 and implementation 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 the 4th of each month unless otherwise agreed upon with F5MC.
4	Run quality assurance reports and update/clean data on a monthly basis by the 4th of each month. Support direct service staff to update or correct any errors or issues in documentation in alignment with F5MC monitoring and continuous quality improvement processes.
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
10	Designate one program manager to coordinate and oversee the process of issuing logon credentials to Partner's qualified staff. The Partner's Program Manager will complete the First 5 certification form from time to time, attesting that all of Partner's employees or other representatives accessing the First 5 system have been trained on privacy and security of PHI and PII as required under HIPAA, CMIA and CPRA. The Program Manager will also require Authorized Users to complete First 5'confidentiality agreement (or one that is substantially similar to the one suggested by First 5) whereby each Authorized User agrees to keep their log-on credentials and client information confidential and to not share their credentials or Client Information with third parties that are not authorized to use, access or further disclose the Client information. The Authorized Users (to be noted on the F5MC form) can be granted access to the First 5 system to provide services to families who have signed the authorization form. Program Manager will notify First 5 in writing within 2 business days if there is change of employment or role of the Authorized Users.

F5MC Staff contacts:

- Any questions or concerns regarding Scope of Work should be directed to F5MC Program staff: Ramona@first5monterey.org.
- Any questions or concerns regarding Budget, Audit, Inspection, or Retention of Records requirements should be directed to F5MC Fiscal staff: Martha@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.

Exhibit B – BUDGET

Budget

Budget Line	Two Year Budget			Total
	% of 1 FTE	26/27	27/28	Budget
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 - **Provided in-kind**	11.50%	0.00	0.00	**0.00**
Subtotal Program Personnel		**0.00**	**0.00**	**0.00**
Personnel Taxes and Benefits - Provided in-kind		0.00	0.00	**0.00**
SUBTOTAL Personnel Expenses Provided in-kind		**0.00**	**0.00**	**0.00**

Program Expenses			
Eduardo Eizner - Bilingual Therapist	28,019.00	28,019.00	**56,038.00**
SUBTOTAL Program Expenses	**28,019.00**	**28,019.00**	**56,038.00**

SUBTOTAL Program Expenses subject to Admin/Indirect Rate		**28,019.00**	**28,019.00**	**56,038.00**
ADMIN/INDIRECT (15% max.) Enter Percent**	0.00%	0.00	0.00	0.00

GRAND TOTAL	**$28,019.00**	**$28,019.00**	**$56,038.00**

Exhibit B (continued) – BUDGET NARRATIVE

DIRECT SERVICE PARTNER - 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.	
Victim Advocate - **Provided in-kind**	Victim/Child Advocate as part of a team will identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. A 11.5% FTE Victim/Child Advocate is based on the Total Annual Salary of $92,344 for FY 26-27 = $10,620. This cost is supported by the Probation Department and provided in-kind to the program.
Personnel Taxes and Benefits- **Provided in-Kind**	Calculation includes Probation's cost of FICA, Medicare, SUI, health/dental/vision/life ins premiums, worker's comp., and retirement contributions for staff listed. This in-kind line item of $6,924 is estimated at 65.2% of total salaries. This cost is supported by the Probation Department and provided in-kind to the program.
Program Expenses	
Eduardo Eizner - Therapist	Therapist will provide bi-lingual therapy to children and families that are served by Victim/Child advocates within this program. Marriage and Family Therapist Eduardo Eizner conducts individual, group, couples, children or family counseling sessions related to mental health issues, child abuse, neglect, parenting and domestic violence. Eduardo Eizner is bilingual and bicultural, demonstrating sensitivity to cultural differences, and has an established working relationship with the Probation Department. This direct program funded expense will support up to an estimated 164 hours per year of counseling and therapy.
ADMIN/INDIRECT PERCENTAGE	Not applicable

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. Cyber Liability Insurance. Contractor shall maintain cyber liability insurance with limits of not less than $1,000,000 per claim and $1,000,000 aggregate, or equivalent coverage acceptable to F5MC's Legal Counsel. Additional Insured endorsements are not required for this coverage.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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

Exhibit F – Business Associates Agreement

This BUSINESS ASSOCIATE Agreement, ("BAA") is made and entered into between First 5 Monterey County ("COVERED ENTITY") and County of Monterey – Probation Department ("BUSINESS ASSOCIATE), each a "Party" and collectively, the "Parties." This BAA shall be effective on the date indicated at the signature page hereto, or the date commensurate with the effective date of the Services Agreement to which this BAA is attached or referenced. This BAA applies to the Parties only to the extent that a business associate relationship exists within the meaning of Code of Federal Regulations, Section 45 CFR 160.103. References to a "Party" shall mean and include such Party's directors, officers, and Workforce.

RECITALS

I. Whereas, the Parties have entered into or will enter into one or more agreements under which BUSINESS ASSOCIATE will provide services to COVERED ENTITY (collectively, the "Services Agreement") pursuant to which BUSINESS ASSOCIATE will have access to PHI;

II. Both Parties are committed to complying with all applicable federal and state laws governing the confidentiality and privacy of PHI ("Applicable Law"), including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

III. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the terms of this Agreement and Applicable Laws.

Now therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the meaning given by Applicable Law referenced below, as amended from time to time, or if no code reference is stated then as provided herein. This BAA shall be interpreted in a manner consistent with Applicable Law. In the event of a conflict between this BAA, the Services Agreement or Applicable Law, Applicable Law shall govern, then this BAA, in that order. Unless otherwise provided, references to a federal regulation code section ("CFR") shall be to those of the Privacy Rule.

"Applicable Law" shall mean the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and Subparts A, C, D and E of Part 164, the "HIPAA Regulations"), and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (February 17, 2009), rules and regulations that pertain to (i) the collection, use, protection and disclosure of PHI, (ii) the reporting and mitigation obligations of a Party in the event of a Breach or Security Incident, (iii) interaction with Individuals concerning requests that relate to PHI, (iv) rights of the Secretary and the duties and obligations of a COVERED ENTITY and a BUSINESS ASSOCIATE.

"Breach" as defined in 45 CFR §164.402, means the unauthorized acquisition, access, use, or disclosure of PHI or any activity that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

"Breach Notification Rule" describes the obligations of a Party in the event of a Breach or Security Incident as outlined at Subpart D of 45 CFR Part 164.

"BUSINESS ASSOCIATE" means the person or entity signing below and shall have the meaning given at 45 CFR 160.103.

"COVERED ENTITY" means a; (i) health plan, (ii) healthcare clearing house, or (iii) health care provider who transmits any health information in electronic form in connection with a transaction covered by Subchapter A, See, 45 CFR 160.103 and refers to the person or entity signing below.

"Data Aggregation" with respect to protected health information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such protected health information by the business associate with the protected health information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities. See. 45 CFR §164.501.

"Designated Record Set" as defined at 45 CFR §164.501, means:

(1) A group of records maintained by or for a covered entity that is: (i) The medical records and billing records about individuals maintained by or for a covered health care provider; (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

"De-Identify" means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual, where the de-identification meets the implementation specifications set forth at 45 CFR §164.514 (b).

"Disclose" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information. See, 45 CFR §160.103.

"Health Care Operations" has the meaning given at Section 45 CFR §164.501.

"Individual" refers to the person who is the subject of the information protected under this BAA. See, 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

"Limited Data Set" means a set of limited data that meets the requirements of 45 CFR 164.514(e).

"Minimum Necessary Rule" When using or disclosing protected health information or when requesting protected health information from another covered entity or business associate, a covered entity or business associate must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. See, 45 CFR §164.502

"Privacy Rule" means refers to the regulations set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

"Protected Health Information" or **"PHI"** means individually identifiable health information as defined at 45 CFR §160.103. Individually identifiable health information is a subset of health information, including demographic information collected from an individual, and:

(1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(i) That identifies the individual; or

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. See, 45 CFR §164.304.

"Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 164.

"Services Agreement" means and refers to collectively, the Services Agreement and any other agreement between the Parties pursuant to which BUSINESS ASSOCIATE receives, maintains, or creates PHI on behalf of or for the benefit of COVERED ENTITY.

"Workforce" means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such covered entity or business associate, whether or not they are paid by the covered entity or business associate. See, 45 CFR §160.103.

I. **Ownership of PHI.**

i. As between COVERED ENTITY and BUSINESS ASSOCIATE, COVERED ENTITY shall be deemed to be the owner of PHI Disclosed to BUSINESS ASSOCIATE.

II. **BUSINESS ASSOCIATE's Use of PHI.**

i. BUSINESS ASSOCIATE may use PHI; (1) to provide services to COVERED ENTITY pursuant to a Services Agreement, (2) to the Minimum Extent Necessary for the proper management and administration of BUSINESS ASSOCIATE, (3) to provide data aggregation services relating to the health care operations of COVERED ENTITY, (4) de-identify PHI for uses and disclosures permitted under Applicable Law, and (5) to carry out its legal or business responsibilities permitted or required under Applicable Law.

III. **Disclosure of PHI**

i. BUSINESS ASSOCIATE shall not disclose PHI other than as permitted or required by this BAA, the Services Agreement, except that BAA shall not use or disclose PHI in any manner that would constitute a violation of Applicable Law had the disclosure been done by COVERED ENTITY.

ii. Reporting to Law Enforcement. BUSINESS ASSOCIATE may use PHI to report violations of law to appropriate Federal and State authorities in accordance with 45 CFR §164.502(j)(1). In the event BUSINESS ASSOCIATE is required by law to disclose PHI pursuant to a court order or other legal proceeding or investigation, BUSINESS ASSOCIATE shall promptly Notify COVERED ENTITY of such requirement so as to afford COVERED ENTITY sufficient time to take appropriate action to oppose the disclosure.

iii. Emergency Disclosures. BUSINESS ASSOCIATE may disclose PHI pursuant to 45 CFR § 164.510(b)(3), 42 CFR § 2.51(a), and other applicable law permitting disclosures in cases of incapacity and/ or medical emergency.

iv. Sale of PHI. Subject to the limitations set forth in Section 13405(d)(2) of the HITECH Act, and in compliance with 45 CFR Section 164.502(a)(5) and other Applicable Laws, except for compensation for services provided under the Services Agreement, BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for any PHI from a third party.

IV. **Designated Record Set**

i. BUSINESS ASSOCIATE agrees that upon receipt from COVERED ENTITY of written notice regarding any amendment of the Designated Record Set, BUSINESS ASSOCIATE, if BUSINESS ASSOCIATE maintains a Designated Record Set, will make such amendment to the record or attach such documents to the record as instructed by COVERED ENTITY. If BUSINESS ASSOCIATE receives a request for an amendment of the Designated Record Set, BUSINESS ASSOCIATE will within two (2) days forward such request to COVERED ENTITY. BUSINESS ASSOCIATE will take no further action on such a request until it receives instructions from COVERED ENTITY. (45 C.F.R. §164.526)

ii. Within the timeframe required, or such shorter period agreed upon by the Parties, BUSINESS shall furnish COVERED ENTITY, with copies of an Individual's PHI, if and to the extent maintained by BUSINESS ASSOCIATE in a Designated Record Set, in the manner designated by COVERED ENTITY to enable COVERED ENTITY to respond to an Individual's requires for access to PHI under 45 CFR §164.524.

V. **Safeguards to Protect PHI**

i. BUSINESS ASSOCIATE shall implement, use and maintain appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of PHI that BUSINESS ASSOCIATE creates, receives, maintains or transmits on behalf of COVERED ENTITY in accordance with the Security Rule set forth at Subpart C of 45 CFR Part 164. BUSINESS ASSOCIATE agrees to take reasonable steps, including training its agents and employees on the proper use and disclosure of PHI.

VI. **Reporting Use or Disclosure of PHI in violation of this BAA and Services Agreement.**

i. BUSINESS ASSOCIATE shall report in writing to COVERED ENTITY any use or disclosure of PHI inconsistent with the Services Agreement or this BAA, or of a Breach or Security Incident resulting in the unpermitted or unlawful use or disclosure of Unsecured PHI. Such report shall be made within five (5) days of the date BUSINESS ASSOCIATE becomes aware of the violation, Breach or Security Incident in accordance with 45 CFR §164, and immediately take reasonable measures to mitigate, to the extent practicable, any harm resulting from such violation, Breach or Security Incident.

ii. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY and provide information required so that COVERED ENTITY can comply with applicable Breach reporting and notification requirements in accordance with Applicable Law.

iii. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for any costs incurred by COVERED ENTITY in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on COVERED ENTITY as a result of a Breach or Security Incident for which BUSINESS ASSOCIATE is liable.

VII. **BUSINESS ASSOCIATE Agents and Subcontractors**

i. BUSINESS ASSOCIATE shall ensure that its Workforce, including a subcontractor, to whom it provides or grants access to PHI, agrees to the same restrictions and conditions that apply to the BUSINESS ASSOCIATE with respect to the protection, use and disclosure of PHI and implement, use and maintain administrative, physical and technical safeguards to protect PHI in compliance with Subpart C of 45 CFR Part 164.

ii. If BUSINESS ASSOCIATE discovers a pattern of activity or practice of an agent or subcontractor that constitutes a violation of the agent's obligations to BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall require the agent or subcontractor take immediate steps to cure the violation, and if unsuccessful, BUSINESS ASSOCIATE will terminate the arrangement.

VIII. **<u>Accounting for disclosures</u>**

i. BUSINESS ASSOCIATE shall document disclosures of PHI made by it in a log or other record, to ensure it is able to account for such disclosures as required by 45 CFR §164.528(a). At a minimum, documentation shall include: (i) the date of the disclosure; (ii) the name of the person receiving the PHI, and, if known, the address of such person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure or, instead of such statement, a copy of the request for disclosure. BUSINESS ASSOCIATE shall maintain the disclosure log for a period not less than six 6 years.

ii. BUSINESS ASSOCIATE agrees to make available to COVERED ENTITY all information in BUSINESS ASSOCIATE'S possession or control that is required for COVERED ENTITY to make the accounting of disclosures required by 45 CFR §164.528 including the information maintained in the disclosure log referenced above.

iii. Individual requests for an accounting of disclosures shall be forwarded to COVERED ENTITY within ten (10) business days of receipt. BUSINESS ASSOCIATE shall not provide an accounting of disclosures directly to an Individual unless instructed to do so by COVERED ENTITY in writing or required to do so under Applicable Law.

IX. **<u>Availability of books and records</u>**

i. BUSINESS ASSOCIATE agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining COVERED ENTITY's and BUSINESS ASSOCIATE's compliance with the Privacy Rules.

X. **<u>Individual Requests</u>**

i. BUSINESS ASSOCIATE will forward requests it receives from an Individual for access to PHI to COVERED ENTITY within ten (10) days of receipt. BUSINESS ASSOCIATE shall not respond directly to such Individual's Access Request unless instructed to do so by COVERED ENTITY or required to do so to comply with Applicable Law.

ii. BUSINESS ASSOCIATE shall forward requests from Individuals for amendment to PHI or record in a Designated Record Set, within ten (10) days of receipt. BUSINESS ASSOCIATE shall not amend PHI or a Designated Record Set unless instructed to do so by COVERED ENTITY in writing or required to do so under Applicable Law.

B. **COVERED ENTITY'S RESPONSIBILITIES**

i. COVERED ENTITY shall immediately notify BUSINESS ASSOCIATE of any limitations or restrictions on the use or disclosure of PHI to which it has agreed in accordance with 45 CFR §164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of PHI. COVERED ENTITY shall indemnify BUSINESS ASSOCIATE for any disclosures of PHI that violate any limitations to which COVERED ENTITY has agreed if not communicated to BUSINESS ASSOCIATE in writing prior to BUSINESS ASSOCIATE'S disclosure.

ii. COVERED ENTITY shall immediately notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of PHI.

iii. Except for data aggregation or management and administrative activities of BUSINESS ASSOCIATE, COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under the PRIVACY RULES if used or disclosed by COVERED ENTITY.

C. **TERM AND TERMINATION**

i. This BAA shall be effective on the Effective Date and the duties and responsibilities of BUSINESS ASSOCIATE with respect to the protection, use and disclosure of PHI shall continue in effect for so long as BUSINESS ASSOCIATE possesses PHI received from COVERED ENTITY regardless of termination of this BAA or the Services Agreement.

ii. Either Party may terminate this BAA, the Services Agreement, and any other related agreements if the other Party fails to cure a material term of this BAA, within 30 days (or such other timeframe as the Parties may mutually agree) after written notice of such breach.

iii. Upon termination of this BAA and upon termination of any Service Agreement(s), BUSINESS ASSOCIATE agrees, if feasible, to return, or destroy (at the option of COVERED ENTITY) all PHI that BUSINESS ASSOCIATE still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, extend the protections of this BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction not feasible.

II. **<u>Amendment</u>**

i. COVERED ENTITY and BUSINESS ASSOCIATE may amend this BAA from time to time as necessary for the Parties to comply with the requirements of Applicable Law or as mutually agreed by the Parties in a subsequent writing.

III. **<u>Survival</u>**

i. The rights and obligations of BUSINESS ASSOCIATE regarding use and protection of PHI shall survive the termination of this BAA.

IV. **<u>Interpretation</u>**

i. Any ambiguity in this BAA shall be resolved to permit the Parties to comply with the HIPAA Privacy Regulation.

V. **<u>Governing Law</u>**

i. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue for any action or proceeding brought to enforce or interpret this Agreement shall be brought in the state or federal court situated in California.

VI. **<u>Notice</u>**

i. Notice required by this Agreement or Applicable Law shall be sent in writing to the address set forth below the signature of the respective Parties to this Agreement by certified, first-class mail or overnight delivery or by email. Notice whether sent by email or in paper form shall be deemed effective on the third day following the date sent.

VII. **Counterparts.**

i. This Agreement may be signed electronically or by hand and delivered in counterparts, each of which shall be considered an original and all of which, together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this BAA to be *effective* for all purposes as of the date first written above.

First 5 Monterey County

COVERED ENTITY

Name: Francine Rodd

Signature: DocuSigned by: Francine Rodd 9F5AAA34963D4FF...

Date: 7/29/2026

Address for Notice:

1125 Baldwin St. Salinas, CA 93906

Email Address for Notice:

Admin@first5monterey.org

County of Monterey – Probation Department

BUSINESS ASSOCIATE

Name: ______________________________

Signature: ___________________________

Date: ________________________________

Address for Notice:

168 W. Alisal St., Salinas, CA 93901

Email Address for Notice:

____

Exhibit G – Best Practices for Protecting Client Information

First 5 Monterey County's Best Practices for Protecting All Client Information including: Protected Health Information (PHI) and Personally Identifiable Information (PII)

This list is intended to provide Funded Partners with a high-level summary of critical steps to comply with best practices related to PHI and PII. This does not replace the responsibility of following existing privacy and security laws, including those set forth in the Business Associate Agreement.

Security

- A signed agreement with F5MC is required before using F5MC-supported platforms.
  - If a staff person working on an F5MC project no longer works for a funded partner, the funded partner must notify F5MC within 5 business days for all rights to be removed from the F5MC-supported platforms.
- HIPAA training is required before using F5MC-supported platforms.
- Double authentication is required for all staff using F5MC-supported platforms.
- Encrypted emails are to be used to send any PHI and PII to internal and external partners.
- *Best practice is use encryption when data is at rest, when feasible.

Privacy

- Funded partners should ensure that no client information is shared with any external partners without having a signed authorization form from the client.
- Any document containing client information that is on paper must be secured following HIPAA privacy laws. Best practice is to record all information in the F5MC supported platforms and have no paper documentation.
  - If paper documentation is needed, best practice is to use as little PHI and PII as necessary. Just enough to document the information later in the electronic system.
  - Shred documents with PHI or PII regularly (once a week is a best practice if the documents are no longer needed and are already stored in F5MC-supported platforms.
- Prohibit employees from downloading any PHI or PII of a client onto their personal computer, cell phone or other device.
- Implement policies and procedures that address privacy and security in the workplace whether in an office setting or at home.

Breaches

- If there is any breach to security or privacy best practices and those outlined in BAA, please contact F5MC Privacy and Security Officers.