

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>LAA CFF HV 2020-42</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>010203</b>
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME First 5 California
CONTRACTOR NAME County of Santa Barbara

2. The term of this Agreement is:

START DATE Upon Approval from the Department of General Services
THROUGH END DATE June 30, 2022

3. The maximum amount of this Agreement is:

\$99,942.10 Ninety Nine Thousand, Nine Hundred Forty Two Dollars and Ten Cents

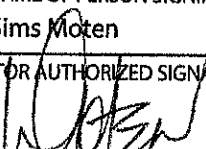
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
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Exhibit A, Attachment 1	Home Visiting Coordination Action Plan Instructions and Template	3
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Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Santa Barbara			
CONTRACTOR BUSINESS ADDRESS 5385 Hollister Avenue, Building 10, Suite 10	CITY Santa Barbara	STATE CA	ZIP 93111
PRINTED NAME OF PERSON SIGNING Wendy Sims Moten	TITLE Executive Director		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 08/27/2020		

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

First 5 California

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 260

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Camille Maben

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Camille Maben*

DATE SIGNED

8/27/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

**EXHIBIT A**  
**SCOPE OF WORK**  
(Local Area Agreement)

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all First 5 California (F5CA) programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development, and establishing and monitoring demonstration projects.

2. Background

In October 2019, the F5CA State Commission approved up to \$24 million in funding for Fiscal Years 2019–20 through 2024–2025 to help counties create a sustainable, unified home visiting system that supports families with the services they need and maximize available funding to serve more families.

This Local Area Agreement (LAA) is based on the F5CA Home Visiting Coordination (HVC) Request for Application (RFA) released May 15, 2020 for Stage 1 funding. Exhibit A, Appendix 2 provides an update to and supersedes the RFA Section III: Coordination Funding Goals and Activities, to support COVID-19 recovery and align with California Department of Finance Budget Letter 20-11 ([http://www.dof.ca.gov/budget/Budget\\_Letters/documents/BL20-11.pdf](http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf)).

Home visiting provides pregnant women and families, particularly those considered at-risk, necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to learn. Home visiting involves meetings (usually face-to-face, in the family home) between families and a trained, family-support professional at a time convenient for the beneficiary and family. To reach more families with the services they need, home visiting programs must be coordinated and integrated into other child development and family support systems.

Since the F5CA Commission authorized this funding, the landscape in California shifted, making home visiting coordination critical. During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can

result in children being abused or neglected. During crisis situations, families need supportive relationships; home visiting can provide these relationship-based supports to families in ways other services cannot. Since home visiting models now incorporate virtual visits, many counties are experiencing an increase in requests by families for home visiting services. Once families are enrolled in the home visiting program, home visitors are key to ensuring positive family outcomes, including both retaining families through the course of the program whether virtually, or when the program transitions back to place-based visiting. Further, maintaining relationships with families at this time, in particular, is key to ensuring families receive the economic, physical health, mental health, parenting, and family support services critical to their recovery from the impact of COVID-19.

Therefore, the funding authorized by the F5CA Commission shall be dedicated to helping counties focus on family recovery from the COVID-19 crisis by rebuilding and strengthening their home visiting programs, and embedding home visiting into other systems of child and family support that are critical to recovery.

This catalytic funding is meant to promote increased coordination and collaboration to:

1. Increase cross-agency understanding of local population needs relative to the impacts of COVID-19 on families and services
2. Ensure families are served through efficient, coordinated, and sustainable evidence-based home visiting programs that meet their critical recovery needs
3. Embed home visiting into early childhood systems to promote strong family outcomes
4. Promote cross-county, shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change efforts, and rebuild early childhood and family support systems following the pandemic

### 3. Purpose

The Fiscal Lead Agency, a First 5 county commission or other county public agency, will facilitate activities that improve cross-program service coordination and integration into a system of supports that enables families to be served during their greatest need, with the most appropriate program and services to recover from the effects of the COVID-19 pandemic.

4. Programmatic Benefits

In response to the global COVID-19 pandemic, programmatic benefits include:

- More families receive the services they need to overcome the effects of COVID-19
- Parents and children age five and under are healthier
- Children are better prepared for school
- Children are safer and nurtured
- Families are more resilient and self-sufficient
- Coordinated home visiting and other family support programs save funding

5. Terms of Agreement

First 5 California shall enter into a Local Assistance Agreement (LAA) with County of Santa Barbara, First 5 Santa Barbara County (First 5 Santa Barbara County, Fiscal Lead Agency, or Contractor).

The term of this LAA is upon approval by the Department of General Services (DGS) through June 30, 2022. The Contractor is eligible to receive up to \$99,942.10. Funding is authorized only for expenditures incurred within the approved performance period of this LAA.

Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor. F5CA is not authorized to reimburse the Contractor for expenditures incurred outside the approved performance period of this LAA.

6. Project Representatives

The Contract and Fiscal Managers during the term of this LAA shall be:

<b>First 5 California</b>	<b>First 5 Santa Barbara County</b>
Debra Silverman, Education Administrator	Michelle Robertson, Assistant Director

2389 Gateway Oaks Drive, Suite 260	5385 Hollister Ave, Building 10, Suite 10
Sacramento, CA 95833	Santa Barbara, CA 93111
(916) 263-1066	(805) 560-1039
dsilverman@ccfc.ca.gov	mrobertson@First5sbc.org

Direct all fiscal inquiries to:

<b>First 5 California</b>	<b>First 5 Santa Barbara County</b>
Debra Silverman, Education Administrator	Suzanne Hayes, Fiscal Analyst
(916) 263-1066	(805) 884-8089
dsilverman@ccfc.ca.gov	shayes@First5sbc.org

7. Contractor Responsibilities

Task 1: Project Management

A. Contractor shall work with the F5CA Contract Manager or its designee to coordinate and manage components of this contract to ensure all tasks, activities, and functions are completed effectively and in a timely manner, including, but not limited to:

- Preparing the progress reports and complying with data requests
- Ensuring oversight and accountability for expenditure of funds, including verifying accuracy of all invoices and supporting documentation
- Working with local partners to coordinate activities set forth in the Home Visiting Coordination (HVC) Action Plan, Exhibit A, Attachment 1
- Managing processes in case of redirection and response to the COVID-19 recovery efforts
- Ensuring data and reporting requirements are submitted through the Online Home Visiting Application in the First 5 California Data Hub when available

- B. Contractor will submit invoices accompanied by documentation of deliverable, meetings, and expenses as specified in Exhibit B, Budget Detail and Payment Provisions.

Invoices shall be submitted no more frequently than semi-annually, as follows:

- Due January 31, for the period July 1 – December 31
  - Due July 31, for the period January 1 – June 30
- C. If the due dates for the submission of invoices falls on a Saturday, Sunday or State recognized holiday, the invoices shall be submitted on the next business day. The Contractor shall submit invoices shall into the Online Home Visiting Application in the First 5 California Data Hub portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. In the event the electronic portal is not available, the secondary option is to submit the invoices by email to:

[Invoices@ccfc.ca.gov](mailto:Invoices@ccfc.ca.gov)

A delay in the submission of invoices may result in the delay in payment.

#### Task 2: Reporting and Data Requirements

- A. Contractor shall submit and update the county's HVC Action Plan.
1. Submit the HVC Action Plan, Exhibit A, Attachment 1 by December 31, 2020, describing activities and timeline to meet each of the objectives relative to the type of HVC Funding. (See Exhibit A, Attachment 2. Home Visiting Coordination Funding Goals and Activities.)
  2. Update the county's Action Plan annually by July 31, 2021, and June 30, 2022.
  3. If the due dates for the submission of HVC Action Plan falls on a Saturday, Sunday or State recognized holiday, the HVC Action Plan shall be submitted on the next business day. The Contractor shall submit HVC Action Plan into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager.
  4. A delay in the submission of the HVC Action Plan may result in the delay of the HVC timeframes and activities. In order to remedy delays, the

Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

- B. Contractor shall submit a written annual performance report (APR) describing activities and accomplishments for each fiscal year as indicated on the county's HVC Action Plan. The APR will be structured to elicit data on contextual factors, implementation systems, and activities that support coordination, as well as barriers that could inform policy and statewide supports. The APR shall be a narrative in a format that is agreeable by both parties.

APRs will be due annually each fiscal year as follows:

- Due July 31, 2021, for the period July 1, 2020, through June 30, 2021
- Due June 30, 2022, for the period July 1, 2021, through June 30, 2022

If the due dates for the submission of invoices falls on a Saturday, Sunday or State recognized holiday, the APRs shall be submitted on the next business day. The APR shall be transmitted into an electronic portal established by F5CA and will be made available to the Contractor by the Contract Manager. A delay in the submission of the HVC Action Plan may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

- C. Contractor shall comply with F5CA evaluation and data requests.

1. Annually, counties receiving Implementation and Integration funds will provide to F5CA data including but not limited to:
  - Number of families enrolled by program model and demographics
  - Length of time families remain in the program compared to the allowable service period for each model, and reasons for termination
  - Rates of referral from one home visiting program model to another
  - Rates of referral to family support services, types of family support services referred to, and referrals with follow-through and linkage to service

F5CA will work with the Contractor to understand the local data currently being collected and reported by local home visiting agencies and align



data requests with existing efforts to the extent possible.

2. The Contractor shall submit the data into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. A delay in the submission of data may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.
3. Cooperate with F5CA staff requests for data and information to support technical assistance to counties and evaluation of the impact of improved coordination on provision of family services.
4. Cooperate with Child Trends, the contractor for the F5CA Home Visiting Workforce Study, by complying with requests to identify programs and home visitors/providers to participate in the study. More information about the study is available on the F5CA [home visiting webpage](http://www.cffc.ca.gov/partners/investments.html#visiting) at <http://www.cffc.ca.gov/partners/investments.html#visiting>.

**Task 3: Participate in Statewide Home Visiting Network Meetings**

Contractor shall participate in statewide networking opportunities (see Exhibit A, Attachment 3. California Home Visiting Network.), including:

- A. One statewide network meeting held in-person or virtually between September 2021 and June 2022. Contractor shall encourage participation in the regional and statewide meetings by local agency partners to maximize networking and shared learning opportunities around home visiting systems building.
- B. Virtual and/or face-to-face learning collaboratives and regional network meetings throughout the Agreement period, to be held no more frequently than monthly.

**8. Deliverables**

Task	Deliverable	Due Date
Task 1.2	Semi-Annual Invoices	<ul style="list-style-type: none"> <li>• Due January 31, for the period July 1 – December 31</li> <li>• Due July 31, for the period January 1 – June 30</li> </ul>
Task 2.1.A	Submit HVC Action Plan, Exhibit A, Attachment 1	<ul style="list-style-type: none"> <li>• Due December 31, 2020</li> </ul>

Task 2.1.B	Updated HVC Action Plan, Exhibit A, Attachment 2	<ul style="list-style-type: none"><li>• Due July 31, 2021</li><li>• Due June 30, 2022</li></ul>
Task 2.2	Written Annual Performance Report	<ul style="list-style-type: none"><li>• Due July 31, 2021</li><li>• Due June 30, 2022</li></ul>
Task 2.3	Data about families and services	<ul style="list-style-type: none"><li>• Due annually, upon request</li></ul>

**EXHIBIT A, ATTACHMENT 1  
HOME VISITING COORDINATION  
ACTION PLAN INSTRUCTIONS AND TEMPLATE**

The HVC Action Plan will outline how the county will use its funding, and the processes by which counties will accomplish the goals specified by the relevant stage of coordination and type funding. The Action Plan must be submitted by December 31, 2020.

Every action plan must include Goals and Action Steps. Action Steps must include the following information: description, milestones, timeline, resources, and responsibility, as described below. Counties may use a local template and/or include additional information to meet local needs. If interested, counties may use a F5CA template available by September 1, 2020, at <http://www.cffc.ca.gov/partners/investments.html#visiting>.

Counties also will update collaborating agency information as part of the Action Plan requirement.

1. **Goals** correspond with the type of funding the county is receiving and should build on existing coordination efforts. Counties must choose one or more of the following goals (see also Exhibit A, Attachment A, page 2):
  - A. Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting can address the needs of families impacted by COVID-19
  - B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic
  - C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems
  - D. Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19.

Counties may include additional local goals as long as at least one of the required goals are included in the Action Plan.

2. **Action Steps:** Every goal will require multiple action steps. Use the “activities to help reach this goal” listed in Appendix A, Attachment 1, pages 3 – 5 as a starting point. Each action step must include five parts:
  - a. **Description.** Each action step may be listed at a high level but should indicate sufficient detail for collaborators and F5CA to understand what will take place.
  - b. **Milestones.** Each action step must include one or more key milestones to be achieved or what will be produced as a result of the action step, and by which progress toward meeting the goal can be assessed.
  - c. **Timeframe:** For each action step, indicate the timeframe it will be carried out.
  - d. **Resources:** Resources may be financial or material, or they may include experts, partner agencies, or other staff within your agency essential for ensuring success of each action step.
  - e. **Responsibility:** Each action step should have one or more people responsible for carrying out the action. This is not necessarily the person who is responsible for monitoring whether the action is carried out, but rather, the person or persons who have agreed to do the work. It is best to list people rather than agencies.

### 3. Sample Action Plan Format

The following is a sample of an action plan framework that includes the goal and action steps. Counties are not required to use this format but the action plan must include all of the information. Counties will likely have more than one goal; each goal should have its’ own series of action steps.

**Goal 1:** \_\_\_\_\_

#### Action Steps

Description	Milestones	Timeframe	Resources	Responsibility
1.				
2.				
3.				
4.				
5.				

#### **4. Update Collaborating Agency Information**

F5CA will input information from counties' HVC Coordination Signature Pages into a county-specific document which will be shared with each Fiscal Lead Agency in fall 2020. Counties will verify and/or update information about collaborating agencies as part of the action plan requirement. Signatures will not be required.

**EXHIBIT A, ATTACHMENT 2  
HOME VISITING COORDINATION  
FUNDING GOALS AND ACTIVITIES  
CALIFORNIA HOME VISITING NETWORK**

This Attachment replaces the Request for Application, Section III. as activities to be carried out during the term of this Agreement.

### Coordination Funding Goals and Activities

During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in increased risk of children being abused or neglected. COVID-19 impacts are operating at multiple levels – public health, economic, and child welfare. Home Visiting programs not only work with high risk populations directly but also help families navigate the different service systems and supports during crisis and transition. Families need preventive and supportive services now more than ever. “The potential impacts of the emergency on pregnant women and families’ access to critical health, early care and education, and family economic supports make continued connections with families essential.”<sup>1</sup> Families are hesitant to use place-based services given the concern for social distancing, which will likely remain long after the shelter-in-place orders are lifted. Coordinated home visiting, whether virtual and/or home-based, can be a lifeline for many children and families, especially during crisis, because when home visiting is embedded in early childhood and family support systems, families receive the services they need to recover and thrive. Therefore, it is more essential than ever that counties focus on helping families recover from the effects of COVID-19 by rebuilding and strengthening their home visiting programs and embedding home visiting into other systems of child and family support that are critical to recovery.

Although most California counties offer home visiting programs to families, county agency leaders report being at different stages of service coordination. For most, home visiting programs operate as separate and distinct programs when they actually have many shared goals, principles, and desired outcomes across both home visiting and other maternal and infant health services and supports.

The Contractor is responsible for facilitating activities that improve cross-program service coordination and integration of home visiting into a system of supports serving families by having their needs met efficiently and being connected with the most appropriate

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<sup>1</sup> <https://mchb.hrsa.gov/Home-Visiting-Information-During-COVID-19>

programs and services in order to recover from the effects of COVID-19. Based on counties' existing infrastructure for home visiting, the needs of families and how they have been impacted by the pandemic, existing systems of support, and existing levels of home visiting coordination, the HVC funding and technical assistance are designed to help counties engage in activities to progress along a continuum of coordination as depicted in the graphic below.

### Continuum of Home Visiting Coordination

The graphic illustrates the building blocks for sustainable, efficient, and integrated early childhood and family support systems, with home visiting embedded as a critical component, addressed by the Home Visiting Coordination Funding. By addressing these building blocks, explained in detail below, counties can address the immediate and pressing needs of families affected by and recovering from the impacts of COVID-19.

**Graphic 1. Continuum of Activities to Support Coordination of Early Childhood and Family Support Systems with Home Visiting Embedded as Vital Component**

PLANNING	IMPLEMENTATION	INTEGRATION
A Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19.		
B Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis. Expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic.		
	C Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems.	
		D Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19.

The continuum of activities to achieve coordination is not linear. Some stages and activities may take longer than others, and it may be necessary to revisit activities in previous stages along the way. For example, as new agencies become part of a home

visiting collaborative, counties may revisit the vision to ensure it encompasses the values of new partners. As the community faces new and unforeseen challenges, such as the effects of COVID-19, collaborators may need to revisit agreements and processes to accommodate different home visiting delivery methods, as well as impacts on staff and fiscal resources. The following describes the activities across the continuum of home visiting coordination depicted by the graphic above.

- A. Build or strengthen a shared vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19
- B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed to help families recover from the effects of the COVID-19 pandemic.

Activities to help reach this goal include, but are not limited to:

1. Developing a shared understanding of the effects of COVID-19 on families and communities (e.g., environmental scan) by:
  - Identifying existing and potential community partners who provide critical services to support children and families
  - Using existing data to identify and prioritize families who would benefit from home visiting services to overcome the impacts of the crisis, and identifying and collecting additional data as needed
2. Determining whether existing local home visiting programs and family supports have the capacity to serve more children and families in crisis and through crisis recovery by:
  - Using outcomes and implementation data to improve program delivery and quality
  - Identifying strategies to overcome known barriers to families signing up and/or maintaining their engagement in virtual and/or place-based home visiting and family support services
3. Identifying one or more evidence-based models that may best meet critical local needs and:
  - Working to overcome barriers to meeting the fidelity requirements of the model



- Developing a plan to secure funding to expand and/or implement new evidence-based home visiting program(s) and ensure all families impacted by COVID-19 are able to obtain the services and supports to recover
- C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems, and ensure families receive services and supports to recover from effects of the COVID-19 pandemic

Activities to help reach this goal include, but are not limited to:

1. Reaching, codifying, or updating agreements (formal agreements or memoranda of understanding) to support communication, coordinated funding, referral, implementation, and information sharing across funded home visiting implementing agencies to ensure the system of family supports is able to meet the needs of families recovering from the effects of the pandemic. System coordination includes, but is not limited to:
  - Common point(s) of entry for families
  - Common intake or eligibility screening process/tools
  - Formal process/forms/protocols to refer families to home visiting services
  - Formal process/forms/protocols to assess family needs for other family support services, refer families to local services based on assessed needs, and follow up on referrals
  - Shared responsibility for assessment, screening, referral, and follow-through of service provisions
2. Assessing and addressing strengths and barriers to coordinating home visiting and other child and family services, including, but not limited to:
  - Efficacy of the coordinated entry process (intake, assessment, and referral) and services connected to the coordinated entry process
  - Determination of whether and how families are being served by the programs that best meets their needs
  - Effects of the COVID-19 pandemic on implementation fidelity of evidence-based programs

- Preparation of home visitors and their supervisors across programs and models to help families through the COVID-19 crisis, meet family needs through tele-visiting, and transition back to place-based home visiting
- Other systems-strengthening activities to ensure families receive high-quality, appropriate home visiting supports that help them recover from the effects of COVID-19 and related stressors

D. Strengthen (or rebuild) early childhood development and family support systems (e.g., Help Me Grow, Quality Counts California consortium, housing, mental health, other systems as applicable to the county) by embedding home visiting as a critical component to helping families recover from the effects of COVID-19

Activities to help reach this goal include, but are not limited to:

1. Developing a shared vision with cross-sector agency leaders about what it means to have a seamless system of support for families with home visiting as a critical component
2. Identifying and addressing any local barriers to achieving a comprehensive, integrated, early childhood development and family support system that supports family and child well-being during crisis situations and through recovery
3. Reaching and codifying agreements with agency leaders about cross-sector policies, processes, and methods of communication to support cross-referral and information sharing and about families using services across multiple systems

## California Home Visiting Network

Critical to systems recovery from the COVID-19 pandemic is the opportunity for counties to learn from one another and rebuild the state system of family supports as it recovers and rebuilds from the crisis. In addition to the coordination activities, HVC-funded counties – both lead agencies and collaborating partners – should plan to participate in a statewide network meeting (one during the Agreement period) and ongoing virtual and face-to-face learning collaboratives and regional network meetings. These meetings and learning opportunities are designed to problem-solve ways to improve coordination of local home visiting programs, braid multiple funding streams, and integrate home visiting into early childhood development and family support systems to maximize the number of families served through evidence-based home visiting. These efforts and outcomes are imperative during the recovery period, which is likely to remain a concern for months and years into the future.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
(Local Area Agreement)

1. Budget

For services satisfactorily rendered and upon receipt and approval of the invoices, First 5 California agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment B-2, which is attached as part of this Agreement and incorporated by reference.

2. Payment

A. Payments will be made semi-annually in arrears based on services provided and actual costs incurred.

B. Payments made to the contractor under this Agreement are inclusive of all costs such as direct labor, operating overhead, travel and subsistence, subcontracting services, all taxes, fees, bonds, and insurance. The contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work as compensation. Any services not included in the budget will not be reimbursed.

3. Invoicing

A. Invoices shall include the following:

- “Bill To” name and address
- “Payable To” name and address
- Agreement number
- Invoice number
- Date of invoice
- Period the invoice covers
- Service and Deliverable Description, including dates of delivery and/or completion
- Contractor’s hourly rates by individual and number of hours worked during the invoice reporting period
- Other permissible expenses identified in the Budget, including travel, materials, etc.
- Subcontractor expenses, by subcontractor
- Documentation, including, but not limited to, timesheets, payroll or other documentation for labor, receipts for travel expenditures and other expenses,

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
(Local Area Agreement)

and subcontractor invoices; and/or other documentation requested by the Contract Manager or their designee.

- B. Invoices shall be submitted semi-annually in arrears to:

Online Home Visiting Application in the First 5 California Data Hub

In the unlikely event of an outage, invoices shall be sent to:

First 5 California  
Attention: Accounting Services  
2389 Gateway Oaks Drive, Suite 260  
Sacramento, CA 95833-4270  
Invoices@ccfc.ca.gov

- C. If the contractor has more than one Agreement with First 5 California, the contractor must properly identify the Agreement with the name and number of the respective contract, and submit proper documentation with each invoice for charges incurred, listing services and costs for each charge specific to said contract.
- D. First 5 California will honor cash discounts and will make payment to the contractor in accordance with the cash discount terms specified on the invoice, or when applicable, as provided in Exhibit B, Attachment B2. If a cash discount is offered on both the invoice and Cost Sheet, First 5 California shall apply the greatest discount offered, provided requirements of the Agreement have been met. Discounts must be a minimum of one-half of one percent of the amount due, but not less than \$5.00 (SAM 8113).
- E. First 5 California contract manager or designee may reasonably require additional supporting documentation, based on verifiable financial records, prior to approval of an invoice for payment. Contractor will make such documentation available on request by the First 5 California contract manager or designee.
- F. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all the charges and expenses. Failure to provide the above dash described information May result in return of the invoice to the contractor. Payment may be

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
(Local Area Agreement)

withheld until the required information is provided. All invoices must be approved by the First 5 California contract manager prior to releasing payment.

- G. If an invoice is disputed, the contractor will be notified within seven (7) working days of receipt of the invoice. The contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to First 5 California.
- H. The contractor is required to mark "Final Invoice" on the last invoice to be submitted to First 5 California for payment. If no final invoice is received within 180 calendar days after the termination of the Agreement or expiration of the Agreement by its own terms, the contractor waives the right to receive any further payments under this Agreement.

The contractor must submit with the Final Invoice for this Agreement a signed Contractor's Release Form provided by First 5 California.

- I. In accordance with the Home Visiting (HVC) Coordination Request for Applications (RFA), the Fiscal Lead Agency must maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities, and report actual expenditures by category as approved on the Lead Agency's HVC Funding Annual Budget All invoices or claims must be substantiated by adequate supporting documentation and based on verifiable financial records.

4. Budget Line Item Changes

Change of costs by category set forth in Exhibit B, Attachment B2 that result in adjustments of more than 10 percent (10%) in any budget line category as set forth in Exhibit B, Attachment B2, must be requested in writing and approved by the First 5 California contract manager.

5. Budget Contingency Clause

- A. This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
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which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

- B. The contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this Agreement and the contractor shall not be obligated to perform any provisions of this Agreement.

6. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927 et seq.

7. Overpayment Provision

If it is determined that an overpayment has been made to the contractor, First 5 California will seek immediate recovery upon discovery of overpayment by (a) written request to the contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice; or (b) offset subsequent contractor payments by the amount of the overpayment if the contractor repayment is not received within thirty (30) days from the notice.

8. Travel Reimbursement

First 5 California agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement. The contractor shall be reimbursed at State rates. Travel expenditures will be reimbursed at the State rate in accordance with current California Department of Human Resources (CalHR), provisions related to CalHR Rules for Excluded Employees. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on a State of California Travel Expense Claim Form STD. 262, or an alternative form approved by First 5 California.

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First 5 California will NOT reimburse out-of-state travel without PRIOR written authorization from First 5 California. Any invoice submitted without the required travel expenditure documentation may be returned to the contractor for further processing. Failure of the contractor to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude First 5 California from approving and reimbursing travel expenses.

CalHR travel rate provisions and the required travel expense claim form are accessible at the following website addresses:

- <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>  
(CalHR Rules for Excluded Employees)
- <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std262.pdf>  
(Travel Expense Claim Form)

9. Consultant – Staff Expenses

The contractor represents it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.

Salaries of personnel who are providing services for more than one contract must be charged to each contract on a proportional basis and are only allowable for the time the employee is assigned to *this* Agreement.

**EXHIBIT B, ATTACHMENT B-1  
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Cost Limitation**

- A. The total amount of this Agreement shall not exceed \$99,942.10 for HVC activities.
- B. It is understood and agreed that this total is an estimate and that F5CA will pay only for those services actually rendered as authorized by the F5CA Contract Manager or designee up to the total Agreement amount.
- C. Contractor has discretion to modify staffing under Personnel from that which is described in Exhibit B, Attachment B-3, HVC Budget Narrative to meet the goals of this Agreement so long as the total cost of staffing does not exceed the total amount for Personnel authorized by this Agreement and summarized in Exhibit, B, Attachment B-2, HVC Budget. Contractor must inform F5CA Contract Manager or their designee of staffing modifications in writing within 30 days of change.
- D. Contractor may charge an indirect rate, not to exceed 15 percent for personnel, travel, compensation, and other operating expenses associated with this contract.

**2. Fiscal Year Rollover of Funds**

Funds approved for expenditure in the current Fiscal Year (FY) that are not fully expended may be continuously rolled over to subsequent FYs to accomplish the scope of work, up to the maximum term of the Agreement.

**3. Capital Assets**

F5CA funds may **not** be used for capital assets as defined by the California State Administrative Manual (SAM) and First 5 Financial Management Guide – land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period and a unit cost of \$5,000 or more (SAM Section 8602).

In accordance with SAM, if property does not have an expected useful life of at least one year, and if the purchase cost does not exceed \$5,000 for purposes of the Funding, the purchase is considered an expenditure and not a capital asset.



**EXHIBIT B, ATTACHMENT B-1  
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS**

Lead Agencies must review existing policy regarding capital assets. If the Fiscal Lead Agency's policy identifies a lower monetary threshold than SAM for capital assets, the Fiscal Lead Agency's policy must be enforced when expending HVC LAA funds. If the Fiscal Lead Agency's policy identifies a higher monetary threshold than SAM for capital assets, the State of California's policy (as articulated in SAM) must be enforced when expending HVC LAA funds.

**4. Payment Withholds**

Failure to submit timely and accurate fiscal information, evaluation data, and program reports, as required by F5CA, may result in the withholding of a disbursement of funds, until which time the required information, data, or reports have been received. Serious delays in fiscal report submission may result in a written request by F5CA for an accounting of expenditures or special review of fiscal and program activities. F5CA may reduce or terminate program participation, at any stage, if it is determined that a Fiscal Lead Agency has failed to adhere to the terms and conditions of the RFA and/or its approved LAA, including any amendments to the LAA

**5. Dispute Resolution (Fiscal Components)**

The Fiscal Lead Agency shall attempt to resolve disputes of fiscal components (reimbursement, budget amendments, etc.) with F5CA staff. If the dispute is not resolved at the first staff level, the Executive Director or designee of the Fiscal Lead Agency may appeal the decision. Such an appeal can be made by submitting a written description of the issues and the basis for the dispute to the Chief Deputy Director of F5CA within thirty (30) calendar days of receiving an initial response from the first-level determination of the dispute.

Within thirty (30) calendar days of receiving the Fiscal Lead Agency's written dispute, the Chief Deputy Director will review the facts of the dispute, and if deemed necessary, will meet with the Fiscal Lead Agency's Executive Director or designee for purposes of resolving the dispute. The Chief Deputy Director shall make a determination and send written notification of the decision to the Fiscal Lead Agency, together with the reasons for the decision, within sixty (60) calendar days of the receipt of the Fiscal Lead Agency's notification of the dispute. The decision of the Chief Deputy Director shall be final.

**EXHIBIT B, ATTACHMENT B-1  
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS**

**6. First 5 Financial Management Guide Compliance**

Fiscal Lead Agencies should refer to the First 5 Financial Management Guide (Guide) terms and definitions when reporting to or communicating with F5CA regarding the Funding. The guidelines and glossary contained in the Guide provide a common frame of reference and language for use between F5CA and Lead Agencies when addressing financial matters.<sup>1</sup>

**7. Restricted Use of Funds**

HVC funding shall be expended only for the purposes expressed in this Agreement and must not supplant existing local, state, or federal funding, such as First 5 county commission, CHVP, HVP, or local funds used for home visiting coordination.

HVC funding is not intended for direct services to families, but rather to support coordination across the home visiting system and the strengthening of the local early childhood and family support system, including home visiting.

**8. Retention of Program Records**

Contractor must retain files in its headquarters based in California, or at the program service location where services are being provided. All support documentation must be retained for actual expenses incurred for auditing purposes and for program review, as required in the fiscal audit provision of this Agreement.

First 5 California or any duly authorized representative shall have access and the right to examine, audit, review, excerpt, and transcribe any books, documents, papers, or records of Contractor, which in the opinion of the State, may be related or pertinent to this Agreement. Such material for each year of the contract must be retained for a period of three (3) years after the termination of the contract or until an audit is completed by the State and all questions are resolved. An exception to the three-year retention period is when a contract audit is in dispute or in litigation. In those instances, the record retention requirements may be extended.

Audits and reviews may be conducted at any time during the performance of the contract or during the three (3) years following completion of the contracting period. Actual cost incurred by Contractor for expenses and reported match funds, if

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<sup>1</sup> The First 5 Financial Management Guide is available on the First 5 California Web site at: [http://www.cffc.ca.gov/about/about\\_fiscal.html](http://www.cffc.ca.gov/about/about_fiscal.html)

**EXHIBIT B, ATTACHMENT B-1**  
**ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS**

applicable, should be substantiated with appropriate source documentation. It is the Contractor's responsibility to ensure that all expenditures claimed, including all subcontractor expenditures, are allowable costs associated with performing the contracted services.

**EXHIBIT B, ATTACHMENT B-2**  
**Home Visiting Coordination Funding Budget**  
**Fiscal Years 2020-2021 and 2121-2022**

Fiscal Lead Agency:	First 5 Santa Barbara
Agency Address:	5385 Hollister Ave., Bldg. 10, Suite 10
City, Zip Code:	Santa Barbara 93111
Fiscal Lead Agency Contract:	Suzanne Hayes
Phone Number:	805-884-8089
Email:	shayes@f5sbc.org

Budget Category	FY 2020-2021	FY 2021-2022	Total
<b>A. PERSONNEL</b>			
Salaries	\$ 26,325.00	\$ 27,114.00	\$ 53,439.00
Benefits	\$ 14,209.00	\$ 14,635.00	\$ 28,444.00
<b>Total Personnel</b>	<b>\$ 40,534.00</b>	<b>\$ 41,751.00</b>	<b>\$ 82,285.00</b>
<b>B. OPERATING</b>			
Materials and Supplies	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Equipment	\$ 0.00	\$ 0.00	\$ 0.00
Incentives/Stipends	\$ 0.00	\$ 0.00	\$ 0.00
Contractual	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Other	\$ 0.00	\$ 0.00	\$ 0.00

<b>Total Operations</b>	<b>\$ 6,000.00</b>	<b>\$ 6,000.00</b>	<b>\$ 12,000.00</b>
<b>C. TOTALS</b>			
<b>Total Direct Costs (A+B)</b>	\$ 46,534.00	\$ 47,751.00	\$ 94,285.00
<b>Indirect Cost Rate (not to exceed 15%)</b>	6%	6%	
<b>Total Indirect Costs</b>	\$ 2,792.04	\$ 2,865.06	\$ 5,657.00
<b>Total Funds</b>	<b>\$ 49,326.04</b>	<b>\$ 50,616.06</b>	<b>\$ 99,942.10</b>
<b>D. TOTAL MATCH FUNDS (if applicable)</b>	\$ 0.00	\$ 0.00	\$ 0.00



## Home Visiting Coordination Funding Budget Narrative

County: Santa Barbara County

Fiscal Lead Agency: First 5 Santa Barbara

### A. Personnel

#### Total Personnel (Salaries + Benefits)

2020–2021	2021–2022	Total
\$ 40,534.00	\$ 41,751.00	\$ 82,285.00

#### 1. Salaries

2020–2021	2021–2022	Total
\$ 26,325.00	\$ 27,114.00	\$ 53,432.00

.20 FTE of Assistant Director or designee who will lead the coordination effort.  
 FY 20-21 1.0 FTE annual salary plus benefits: \$202,668 x .20 (32 hrs a month)  
 FY 21-22 1.0 FTE annual salary plus benefits: \$208,748 x .20 (@ 3% increase)  
 Salary range for position at .20 is \$30,487 - \$41,751

#### 2. Benefits

2020–2021	2021–2022	Total
\$ 14,209.00	\$ 14,635.00	\$ 28,844.00

Benefits are negotiated at the county level and are determined by employer and employee contribution agreement.  
 FY 20-21 benefits are \$71,045 x .20  
 3% increase anticipated for FY 21-22

### B. Operations

#### Total Operations (sum of B. 1–6)

2020–2021	2021–2022	Total
\$ 6,000.00	\$ 6,000.00	\$ 12,000



**1. Materials and Supplies**

2020-2021	2021-2022	Total
\$ 1,000.00	\$ 1,000.00	\$ 2,000.00

Printing costs and supplies for convening with partners

**2. Travel**

2020-2021	2021-2022	Total
\$ 0.00	\$ 0.00	\$ 0.00

Please explain calculations.

**3. Equipment**

2020-2021	2021-2022	Total
\$ 0.00	\$ 0.00	\$ 0.00

Please explain calculations.

**4. Incentives**

2020-2021	2021-2022	Total
\$ 0.00	\$ 0.00	\$ 0.00

Please explain calculations.

**5. Contractual**

2020-2021	2021-2022	Total
\$ 5,000.00	\$ 5,000.00	\$ 10,000.00

Contract with UCSB to develop evaluation framework for plan.

**6. Other**

2020-2021	2021-2022	Total
\$ 0.00	\$ 0.00	\$ 0.00



Please explain calculations.

C. Match Funds

2020–2021	2021–2022	Total
\$ 0.00	\$ 0.00	\$ 0.00

N/A for Planning Grant

D. Totals

Funding Category	Total FY 2020–2021	Total FY 2021–2022	Grand Total
Total Personnel	\$ 40,534.00	\$ 41,751.00	\$ 82,285.00
Total Operations	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00
Total Direct Costs	\$ 46,534.00	\$ 47,751.00	\$ 94,285.00
Indirect Cost Rate (not to exceed 15%)	6%	6%	12%
Indirect Costs	\$ 2,792.04	\$ 2,865.06	\$ 5,657.10
Total First 5 Funds	\$ 49,326.04	\$ 50,616.06	\$ 99,942.10
Total Matching Funds	\$ 0.00 N/A	\$ 0.00 N/A	\$ 0.00 N/A



**EXHIBIT D**  
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1. Printing

The Contractor will contact First 5 California regarding all print jobs. First 5 California will contact the Office of State Publishing (OSP) for a print job quote or a print job exemption.

2. Iran Contracting Act

Public Contract Code (PCC) section 2202 et seq., the Iran Contracting Act of 2010, establishes restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. The Act requires that the Department of General Services (DGS) post a list of persons determined to fall within the Act's prohibitions, and to update the list every 180 days. Agencies receiving bids or proposals, or entering or renewing contracts valued at \$1 million or more must obtain a certification from the vendor certifying they are not on the list and are not a financial institution extending credit to an ineligible vendor on the list. Agencies should independently check the DGS list to verify the certification. (PCC section 2204.) The Act includes certain exceptions. (PCC section 2203(c).)

3. Resolution of Disputes

First 5 California shall be the sole judge of the acceptability of all work performed by the Contractor. Should the work performed by the Contractor fail to meet the minimum First 5 California conditions, requirements, or other applicable standards, specifications, or guidelines, the following resolution process shall be employed:

- (a) The First 5 California contract manager shall notify the Contractor in writing within fifteen (15) business days after any acceptance issues by identifying the specific inadequacies and/or failures in the services performed by the Contractor.
- (b) The Contractor shall, within five (5) business days after initial issue notification, respond to the First 5 California contract manager by submitting a detailed explanation describing precisely how the identified services actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services. Failure by the Contractor to respond to the First 5 California contract manager's initial issue notification within the required time limits may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

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- (c) First 5 California shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If First 5 California rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the First 5 California notification of rejection by submitting a revised corrective action plan within the required time limit may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination with proper documentation.
- (d) First 5 California shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

4. Subcontractors, Independent Consultants, and Vendors

- A. As used in this Agreement, the terms "subcontractor" and "independent consultant" shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.
- B. No portion of the work under this Agreement may be subcontracted by the Contractor without the express written consent of First 5 California. If requested by the Contract Manager or their designee, the Contractor shall submit to the First 5 California contract manager the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate prior to commencing work under the subcontract. At its discretion, First 5 California may approve commencement of work by a subcontractor and/or independent consultant prior to receipt of these documents, but such approval shall be contingent upon the review and approval of the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate within five (5) business days of commencement of work.

If a subcontractor's and/or independent consultant's final written subcontract and Conflict of Interest Certificate were included with the materials submitted by a successful bidder pursuant to a competitive bid process, no additional written

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approval of that subcontractor and/or independent consultant is required, absent material change in the subcontract's terms, or the scope or nature of work to be performed by the subcontractor and/or independent consultant.

It is the Contractor's responsibility to promptly alert First 5 California to any material changes, as described above, in any subcontractor's and/or independent consultant's responsibilities or subcontract.

C. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors and Independent Consultants

Nothing contained in this Agreement or otherwise shall create a contractual relation between the State and any subcontractors and/or independent consultants, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or independent consultants, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors and/or independent consultants is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor and/or independent consultant.

6. Substitution of Disabled Veteran Business Enterprise Subcontractors

In the event this Agreement was awarded based on a commitment to subcontract a portion of the total amount of the Agreement to a DVBE identified in the bid or offer, per Military and Veterans Code (M&VC) section 999.5 (e), the Contractor's DVBE subcontractor may replace or substitute the DVBE subcontractor only with another DVBE subcontractor. This shall require the approval of First 5 California prior to commencement of subcontract services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer that are approved for DVBE substitutions by First 5 California will be documented by a contract amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under right and remedies due to the State, and penalties as outlined in M&VC section 999.9; or PCC section 10115.10.

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7. DVBE Participation Reports

The Contractor shall submit DVBE Participation Reports twice a year during the month of January and July for the term of the Agreement to the First 5 California contract manager. The reports shall certify the following:

- A. The total amount the prime Contractor received under the Agreement.
- B. The name and address of the DVBE(s) that participated in the performance of the Agreement.
- C. The amount each DVBE received from the Contractor.
- D. Certification that all payments under the Agreement have been made to the DVBE(s).
- E. The actual percentage of DVBE participation that was achieved.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation as defined in M&VC section 999.5(d).

8. Amendments

- A. This Agreement may be amended only by mutual written consent of the parties signed by each party's authorized representative or his/her designee or successor. No alternative or variation of the terms of this Agreement will be valid or binding unless so made and no prior oral understanding or agreement not incorporated herein is binding on any of the parties hereto.
- B. If this Agreement was awarded with a commitment to subcontract a percentage of the total amount of the Agreement to a DVBE and it is amended during the term to increase the total amount of the Agreement, the Contractor shall certify that the percentage specified to be subcontracted in the DVBE Worksheets shall be applied to the amended dollars.
- C. This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates and terms specified in the original Agreement, or any subsequent amendment.

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9. Confidentiality

- A. All data and information related to First 5 California operations, which are designated confidential by First 5 California or developed by the Contractor and deemed confidential by First 5 California, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, First 5 California paper and/or electronic documents, reference materials, or any materials related thereto shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and its employees are hereby considered agents only for confidential data purposes and will be liable under the state and federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and/or independent consultant, and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- C. The Contractor and all subcontractors and/or independent consultants shall immediately notify First 5 California of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, public records request, court order, or other legal action. Unless the First 5 California contract manager authorizes the disclosure of the information in writing, the Contractor and all subcontractors and/or independent consultants shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

10. Lobbying, Political Activities, and Politicians

- A. The Contractor shall not use Agreement funds for direct or indirect lobbying.
  - (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance, or ballot measure.

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(2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance, or ballot measure.

- B. The Contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.
- C. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.
- D. The Contractor and its subcontractors and/or independent consultants shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

11. Termination for Convenience

First 5 California retains the option to terminate this Agreement without cause at First 5 California's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. If First 5 California terminates this Agreement at its convenience, the Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Contractor (hereinafter referred to as "the notice date"). In such event, at the request of First 5 California, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or the work is in progress on the termination date. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Contractor receives written advance approval from the State. Any services or deliverables for which the Contractor is paid which are provided

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according to the procedures in this paragraph shall become the property of First 5 California.

**12. Termination without Cause**

First 5 California reserves the right to terminate this Agreement subject to thirty (30) calendar day's written notice to the Contractor. Any termination shall be effected by written notice to the Contractor, either hand-delivered or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice.
- B. Place no further orders or enter into any further subcontracts for materials, services, or facilities except as necessary to complete work under the Agreement up to the effective date of termination.
- C. Terminate all orders and subcontracts.
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts.
- E. Deliver or make available to First 5 California all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.
- F. The Contractor shall transfer, assign, and make available to First 5 California all property and materials belonging to First 5 California, all rights and claims to any and all reservations, agreements, and arrangements with owners of media/public relations (PR) materials, or others and shall make available to First 5 California all written information regarding First 5 California's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment.

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In the event of termination, an equitable adjustment shall be made by First 5 California based upon a written request by the Contractor within thirty (30) calendar days from the date of the notice of termination. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

**13. Responsibilities Upon Termination**

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

- A. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts.
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- D. Upon the effective date of termination of the Agreement and payment of all items properly chargeable to the State hereunder, the Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State and no extra compensation is to be paid to the Contractor for its services in connection with any such transfer or assignment.
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which the State has or may acquire an interest.



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**SPECIAL TERMS AND CONDITIONS**  
(Local Area Agreement)

**14. Insurance Requirement**

The Contractor hereby represents and warrants that the Contractor is currently, and shall for the duration of this Agreement, including any extension in the term, be insured against commercial property, commercial general, workers compensation, and employee dishonesty insurance. The Contractor agrees to carry a minimum coverage of \$5,500,000 for commercial property with special form coverage and no co-insurance. Commercial general liability with a limit of no less than \$1,000,000 per occurrence. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury and all liability assumed under and insured contract. Employee dishonesty insurance with a limit of no less than \$100,000 per loss. Both the commercial property and employee dishonesty policies shall name First 5 California as loss payee. The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. The Contractor shall provide a waiver of subrogation in favor of the State for the workers' compensation policy. The Contractor shall be responsible for any deductibles included in the insurance policies.

The certificate of insurance must include the following provisions:

- First 5 California must be named as the "Certificate Holder" as follows:

State of California  
First 5 California  
2389 Gateway Oaks Drive, Suite 260  
Sacramento, CA 95833-4270

- The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- Place the language as stated below in the "Description" section:

"The State of California, its officers, agents, employees, and servants are hereby named as additional insured, but only with respect to work performed for the State of California."

The Contractor agrees that the liability insurance herein provided for shall be in

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effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance may be subject to the approval of the DGS, Office of Risk and Insurance Management. The Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Such coverage(s) as referenced herein shall be a condition of First 5 California's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, the Contractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by the Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State does not convey any rights or privileges to First 5 California. It does, however, serve to provide the State with proof that the Contractor is insured up to the required minimums, as required by the State. First 5 California and DGS reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

**15. Information Security Incidents**

The Contractor agrees to notify the First 5 California contract manager, in writing via e-mail, of any use or disclosure of information not provided for by this Agreement of which it becomes aware, within three (3) working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, theft), description of the information that was compromised and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

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16. News Release and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the products or materials created pursuant to this Agreement, operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of First 5 California.

17. Recycled Project Content

A minimum of 30% recycled paper and/or cardboard only must be used, unless proposed job (e.g., printing) cannot be done on recycled materials. The Contractor must also certify in writing, upon completion of performance under the Agreement, the exact percentage of post-consumer or secondary materials (paper, plastic, metal, cardboard) provided or used in the services provided under the Agreement.

The certification shall be provided regardless of content, even if the product contains no recycled material. This certification must be signed under penalty of perjury. The Contractor may use and request Form CIWMB 74 from the First 5 California contract manager for certification purposes.