



COUNTY OF YOLO

Inter-departmental Memorandum of Understanding

1. This **Memorandum of Understanding** (“MOU”) is by and between the following County of Yolo departments (“Parties”):

Department of Financial Services (“DFS” or “Funding Department”)

and

First 5 Yolo (“Performing Department”)

2. **Term.** The Term of this MOU, unless earlier terminated as provided herein, is:

February 1, 2025 (“Effective Date”) through January 31, 2026

3. **Funding Amount.** Subject to the availability of funding, the Funding Department shall provide funds to the Performing Department for the program, in an amount not to exceed \$468,000.00 (“Maximum Funding Amount”) to complete the Scope of Work (Exhibit A). Any expenses/costs incurred by Department in excess of this amount shall be the sole responsibility of Performing Department.

4. **Exhibits.** The Parties agree to comply with the terms and conditions of the following exhibits which are attached and by this reference made part of this MOU:

Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – Standard Terms and Conditions

Exhibit D – Reporting Requirements

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms provided in this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date written above:

FUNDING DEPARTMENT: Department of Financial Services

BY *(Authorized Signature)*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Tom Haynes, Chief Financial Officer

PERFORMING DEPARTMENT: First 5 Yolo

BY *(Authorized Signature)*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Gina Daleiden, Executive Director

Approved as to Form – County Counsel’s Office

BY *(Authorized Signature)*



PRINTED NAME AND TITLE OF PERSON SIGNING

Kimberly Hood, Chief Assistant County Counsel

Department of Financial Services

AGREEMENT NUMBER

DATE RECORDED

Exhibit A

SCOPE OF WORK

- 1) **The Project [Program]** – Purpose and Objectives: This Project supports the Board’s goal of investment in Early Childhood and Childcare consistent with Roadmap to the Future efforts in Yolo County by allocating funds through First 5 Yolo. First 5 Yolo will utilize the funding to build and support the sustainability of First 5 Yolo’s Help Me Grow, a program bridging both Early Childhood Supports and Mental Health, as well as provide targeted support to the mixed-delivery childcare system in Yolo County.

Help Me Grow (HMG) is a universal early childhood mental health access and linkage hub expanding early identification and intervention, supporting early childhood development. HMG works directly with childcare providers across Yolo County to support developmental screening and family engagement around healthy child development. This Project builds sustainability by supporting First 5 Yolo’s ability to bill Medi-Cal for eligible services, as well as the capacity to develop other funding opportunities and helps continue direct services and developmental screening systems supporting sustainability and early learning/childcare systems.

Additionally, the project will supply CPR classes for childcare providers, prioritizing Family Friend Neighbor providers seeking licensure and encountering cash flow barriers in paying for CPR classes required for licensing from the State of California. CPR courses will be open to other childcare providers as well, further buttressing the childcare system in Yolo County in alignment with First 5 Yolo’s IMPACT work.

2) **Responsibilities of Each Party**

The Funding Department shall:

- Fund the components of the Scope of Work up to \$468,000.00

The Performing Department shall:

- Increase First 5 MediCal Projects Coordinator position to .75FTE through June 30, 2026 to create capacity to develop Enhanced Care Management (ECM) and other Medi-Cal billing options for eligible components of Help Me Grow
- Explore and pursue options, in addition to Medi-Cal, for funding Help Me Grow services, including grants and/or state or federal funding sources.
- Utilize funding for HMG direct services and developmental screening systems supporting sustainability and the early learning/childcare systems
- Offer 5 CPR courses free-of-charge to childcare providers in Yolo County to support licensure
- Prioritize CPR course enrollment for Family, Friend, Neighbor License-Exempt Providers who are seeking licensure to grow the childcare system and build economic prosperity in Yolo County.
- Provide targeted supports (e.g. materials/books/stipend) to childcare providers attending CPR courses.

PM 1: How Much Did We Do?	3)
# of new funding sources identified for HMG # children 0-5 served by HMG # of CPR courses offered for childcare providers # of childcare providers enrolled in CPR courses	
PM 2: How Well Did We Do It?	
# and % of funding sources pursued for HMG (e.g. ECM, Community Health Worker Benefit) # and % of children referred to HMG who are identified as needing developmental or behavioral intervention. # and % of childcare providers successfully completing CPR certification for licensure (by type of provider)	
PM 3: Is Anyone Better Off?	
# and % of new funding sources accessed for HMG sustainability # and % of children identified by HMG as needing developmental or behavioral intervention who reported successful connection to an individualized developmental service or program. # and % of childcare providers completing CPR courses who report the availability of the free course helped them remove a barrier (e.g. cost, language, timing) to obtain or maintain licensure.	

Delegations of Authority

Primary points of contact within each County department for communications related to this MOU are as follows:

Performing Department

Gina Daleiden, Executive Director

Ph: 530-419-2477

gdaleiden@first5yolo.org

CAO

Dirk Brazil

Ph: 530-666-8150

dirk.brazil@yolocounty.gov

Berenice Espitia

Ph: 530-666-8560

berenice.espitia@yolocounty.gov

4) Applicable Policies and Procedures

Each department shall follow its own policies and procedures in completing activities associated with this MOU except as outlined in Exhibit C, section 8 regarding Procurement and Acquisitions.

5) Performance Measures/Project Deliverables, Standards and Review**6) Reporting Requirements.**

Performing Department shall provide reports to the Funding Department regarding the Performing Department's progress in completing the Scope of Work and Performance Measures as provided in Exhibit D to this MOU.

7) Audits.

The Performing Department shall keep, and provide to the County or its agents, upon request, accurate financial records necessary to enable County to review and audit the Performing Department's compliance with this MOU. These records shall demonstrate the funding provided for in this MOU has been used for the purposes described herein.

8) Records.

The Performing Department shall retain records related to this MOU for a period of five (5) years after all funds have been expended or returned to the Funding Department, whichever is later.

9) Corrective Action and Termination.

- a) *Corrective Action.* Upon written notice, the Funding Department may require the Performing Department to take corrective action so the Performing Department is in compliance with applicable federal, state, or local laws, regulations, or rules related to funding for the Scope of Work. Corrective action may be required for but is not limited to instances in which the Performing Department: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet performance measure milestones or timelines, or (d) misuses funds. The Funding Department may require corrective action of the Performing Department, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.
- b) *Termination.* Either party may terminate this MOU by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this MOU shall be returned to the Funding Department within five business days. Any funds advanced to the Performing Department for services not yet rendered shall be returned to the Funding Department immediately

Exhibit B
PAYMENT PROVISIONS

1. Compensation

a. Performing Department shall be reimbursed for all direct and indirect expenses incurred in performing activities outlined in Exhibit A, Scope of Work, subject to the Maximum Funding Amount. Estimated costs include the following:

Line Item	Budget Amount
<i>Ex. Professional Services (Health Systems, Consultants, etc.)</i>	
Personnel	115,455
HMG Sustainability/Services/Systems	275,000
Childcare Provider Support	35,000
Indirect (10%)	42,545
TOTAL	\$ 468,000

Performing Department may shift funds between line items without formal amendment to this agreement to support activities outlined in Exhibit A, Scope of Work.

2. Method of Payment

- a) Performing Department shall submit a quarterly invoice within 30 days of the close of each fiscal quarter to the Funding Department (Department of Finance and County Administrators Office). The first invoice will cover the period February 1, 2025 through April 30, 2025. The invoice must be accompanied with documentation that Itemize the amount and cost of salaries and benefits, goods and services to be reimbursed under this MOU.
- b) Within 15 days of the receipt of Performing Department's detailed invoice, the Funding Department shall either authorize payment or advise Performing Department in writing of any concerns that the Funding Department has with the invoice and any need for further documentation.
- c) Upon receipt of an approved invoice, the Department of Financial Services will process the invoice or advise the Parties in writing of any concerns any need for further documentation.
- d) Invoice for payment shall be submitted to the Funding Department in an electronic format and include any required supporting documentation. The INVOICE shall be submitted to:

Berenice Espitia

berenice.espitia@yolocounty.gov

Exhibit C

STANDARD TERMS AND CONDITIONS

1) Termination

Either Party may terminate this MOU with or without cause by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. Termination of this MOU in the manner herein provided shall be effective for all purposes except as to obligations incurred prior to the effective date of the termination. Neither Party may incur any new obligations after receipt of the termination notice and must cancel as many obligations and otherwise reduce ongoing expenses to the greatest feasible extent, taking into account legal, social, and other appropriate considerations. Full payment will be provided for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

2) Amendments

Any modifications to this MOU must be in writing. Authorized representatives of both Parties must approve and sign the modification.

3) Disputes

When either party identifies accounting or other concerns or disagreements, it shall advise the other party of the concern or disagreement verbally or in writing. If the Parties cannot resolve the dispute, the Parties' respective Department Heads (or their designees) shall meet and confer in good faith in an effort to resolve the dispute. The County Administrator shall have final authority to resolve any dispute arising under this MOU.

4) Availability of Funds

The ability of the Parties to carry out their responsibilities under this MOU is subject to their respective funding procedures and the availability of appropriated funds. If either party encounters budgetary problems which may affect the activities to be carried out under this agreement, that party will notify and consult with the other party or parties in a timely manner.

5) Ownership of Documents and Work Products

The Performing Department, as defined in Exhibit B, is responsible to maintain and retain all related documents and work products developed under this MOU for at least five years after the completion of all tasks eligible for reimbursement pursuant to this MOU.

6) Applicable Laws

The Parties must observe and comply with all applicable laws, ordinances, codes and regulations of all governmental agencies having jurisdiction over the scope of work or any part hereof, including, but not limited to, the confidentiality of information produced during the course of this MOU.

7) Audits

Should any audit or similar effort determine that funds have been misspent (i.e., spent in violation of applicable laws or in violation of one or more provisions of this MOU), the Performing Department shall repay the Funding Department the amount identified in the audit. The repaid sums may be used by the County for all purposes authorized by any related County policies and procedures.

8) No Assignment

This MOU shall not be assigned by the Performing Department to another party without the prior written approval of the CAO. If assignment is permitted, this MOU shall be binding upon the parties hereto and their successors and assigns.

9) Procurement and Acquisitions

The Performing Department shall follow the County's Procurement Policy when procuring or acquiring goods, supplies, and/or services using funds pursuant to this MOU.

10) Nondiscrimination

By signing this MOU, the Performing Department certifies that it will comply with all legal requirements relating to nondiscrimination and nondiscriminatory use of funds, including that Performing Department shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with applicable nondiscrimination laws.

11) Controlling Law

This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California.

12) Entire Subaward

This MOU constitutes the entire agreement of the Parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This MOU may only be amended as specified in Exhibit C, Section 2, and any other purported amendment shall be of no force or effect. This MOU, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

Exhibit D

REPORTING REQUIREMENTS

The Performing Department agrees to submit the following reports to the Funding Department and comply with other requirements as specified below:

Progress Reports; Final Report

- Monthly progress report will be submitted to the Funding Department within 15 days after the end of the month.
- Quarterly progress reports will be submitted to the Funding Department within 21 days after the end of each County Fiscal Year quarter.
- Annual progress report will be submitted 30 days before the end of the budget period to the Funding Department. Such reports shall also include a detailed budget for the next budget period.
- A Final technical/progress report will be submitted to the Funding Department within 60 days after the end of the period of performance.

The Performing Department shall adhere to the instructions and format, including specific forms required by Funding Department.