

**FIRST 5 MONTEREY COUNTY**  
**FISCAL YEAR 2012/13 – 2016/17 AGREEMENT AMENDMENT**



1125 Baldwin Street  
Salinas, CA 93906  
Phone (831) 444-8549  
Fax (831) 444-8637  
[www.first5monterey.org](http://www.first5monterey.org)

**COMMISSIONERS**

**Esther Rubio**, Head Start Director  
Monterey County Office of  
Education, *Chair*  
(Community Member)

**Simón Salinas**, District 3  
Supervisor, Monterey County Board  
of Supervisors, *Vice-Chair*

**Josefina Silva**, Preschool  
Coordinator, Greenfield Union  
School District, *Secretary*  
(Community Member)

**Ray Bullick**, Director of Health  
Monterey County Health Department

**Julie Drezner**, Board Member,  
Literacy Campaign for Monterey  
County (Community Member)

**Elliott Robinson**, Director,  
Monterey County Department of  
Social Services

**Chris Shannon**, Executive Director  
Door to Hope (Community Member)

**Francine Rodd**  
Executive Director

June 26, 2015

Marcia Parsons, Chief Probation Officer  
Monterey County Probation Department  
20 E. Alisal St.  
Salinas, CA, 93901

Dear Marcia:

This letter is an amendment to the funding Agreement between MONTEREY COUNTY CHILDREN & FAMILIES COMMISSION, publicly known as FIRST 5 MONTEREY COUNTY, referred to as "F5MC", and MONTEREY COUNTY PROBATION DEPARTMENT, referred to as "FUNDED PARTNER", for the Child Advocate Program.

Whereas, on February 23, 2015, the Commissioners delegated authority to the Executive Director to amend the original Agreement with FUNDED PARTNER. The Agreement is hereby amended in the following manner:

- 1. Term of Agreement:** The term of this Agreement has been extended and now covers the period from July 1, 2012 through June 30, 2017.
- 2. Grant Award:** Increase in the total Agreement amount from \$330,000 to \$550,000 as detailed below.

	<b>Amounts</b>
Original (FY 12/13 – 14/15)	\$330,000
Revised (FY 15/16 – 16/17)	\$220,000
<b>TOTAL (FY 12/13 – 16/17)</b>	<b>\$550,000</b>

- 1. Exhibit A-1: Scope of Work** for period July 1, 2015 – June 30, 2017 (attached).
- 2. Exhibit B-1: Budget** for period July 1, 2015 – June 30, 2017 (attached).
- 3. Exhibit C-1: Program Evaluation Plan** for period July 1, 2015 – June 30, 2017 (attached).
- 3. Reporting: Bi-annual Reports.** FUNDED PARTNER shall submit timely reports on a bi-annual basis on its progress in achieving contract objectives. A Bi-annual Reporting Form and an Expenditure Reporting Form will be customized for each FUNDED PARTNER after execution of this Agreement.

FUNDED PARTNER shall complete and submit reports, budgets and other required information within designated timelines. Funds may be withheld until all reporting requirements are met. See the table of reports and due dates on the following page.

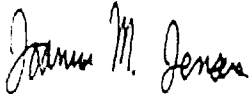
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Below is a table of reports and due dates.

<b>Report:</b>	<b>FY 15/16 DUE</b>	<b>FY 16/17 DUE</b>
FIRST Bi-Annual Report & Expenditure Report (July 1 <sup>st</sup> – Dec 31 <sup>st</sup> )	February 1, 2016	January 31, 2017
SECOND Bi-Annual Report & Expenditure Report (January 1 <sup>st</sup> – June 30 <sup>th</sup> )	August 1, 2016	July 31, 2017
Audit Submittal	Within 6 months of FUNDED PARTNER'S Fiscal Year-end	
TWO Budget & Budget Narrative Revisions per FY	Apr. 15, 2016	Apr. 17, 2017

Signature of this document indicates your acceptance of these changes. Please sign and return both copies of this document and a fully executed copy will be returned.

Sincerely,



Joanna Jensen  
Administrative Manager

**APPROVALS**

**FIRST 5 MONTEREY COUNTY APPROVAL**

\_\_\_\_\_  
Signature  
Francine Rodd, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Kerstine A. Town, Controller

\_\_\_\_\_  
Date

**CONTRACTOR APPROVAL**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Print Signature Authority Name, Title

\_\_\_\_\_  
Signature of Fiscal Authority \_\_\_\_\_ Date

\_\_\_\_\_  
Print Fiscal Authority Name, Title

**FIRST 5 MONTEREY COUNTY  
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**Exhibit A-1 - SCOPE OF WORK**

<b>Organization Name:</b>		<b>MC PROBATION - CHILD ADVOCATE PROGRAM</b>				
<b>Services</b>	<b>Model(s)/Approach</b>	<b>Unduplicated Parents Target # per year (per service )</b>	<b>Average # of Services per parent</b>	<b>Unduplicated Child (0-5) Target # per year (per service)</b>	<b>Average # of Services per child</b>	<b>Service Location</b>
<b>Mental Health Therapy</b>		40	5	10	1	Therapist Office
<b>Home/Office Visiting</b>	Collaborative visits from advocates and probation officer to increase safe and healthy environment, intervention for children.	174	10	150	10	Client Home
<b>Parenting Development - Group Parenting Series</b>	PEACCE class (a one-time all day class focused on child abuse prevention and the effects of child abuse).	33	1	0	0	Probation Office/Community
<b>Case Management - Service Coordination</b>	Services to enhance access to care and improve the continuity and efficiency of services (including in-take, case coordination and service integration)	174	15	0	0	Probation Office/Community

**Other Requirements**

<b>Reflective Supervision Evaluation</b>	Provide Reflective Supervision for staff through small group or individualized meetings. Reflective Supervision for providers of therapeutic services will be conducted by a practitioner holding an appropriate State of California licensing to provide counseling. Participate in F5MC evaluation activities including data entry and implementation of a Program Level Evaluation Plan (PEP).
<b>Trained/Capacity Building</b>	Provide staff with opportunities to participate in capacity building and professional development activities.
<b>Funded Partner Meetings</b>	Participate in three F5MC Funded Partner Learning Circle meetings.
<b>Cross-Agency Referrals</b>	Use Persimmony Referral functions for referrals across Funded Partners and/or to other agencies.
<b>Tobacco Cessation</b>	Provide referral services and tobacco cessation information to clients.
<b>Kit for New Parents</b>	Participate in the distribution of the Kit for New Parents
<b>Hours</b>	Services need to be provided during intentionally planned flexible hours (year round, nights and weekends).

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Priority Areas	Mental Health Therapy		Home Visiting		Parenting Development - Group Parenting Series		Case Management - Service Coordination	
	Total # of Parents	Total # of Children (0-5)	Total # of Parents	Total # of Children (0-5)	Total # of Parents	Total # of Children (0-5)	Total # of Parents	Total # of Children (0-5)
<b>North County</b>	4	1	21	15	1	0	21	
Pajaro (95076)	2	0	11	9	1		11	
Castroville (95012)	2	1	10	6			10	
<b>Salinas</b>	23	5	98	90	23	0	98	
East Salinas (93905)	14	2	57	58	19		57	
North Salinas (93906)	8	2	31	26	3		31	
South Salinas (93901)	1	1	10	6	1		10	
<b>Peninsula</b>	4	0	16	13	1	0	16	
Seaside (93955)	4	0	16	13	1		16	
<b>South County</b>	9	4	39	32	3	0	39	
Chualar (93925)	0	0	0	0			0	
Gonzales (93926)	2	0	3	3	2		3	
Soledad (93960)	2	1	6	4	1		6	
Greenfield (93927)	3	2	24	20	2		24	
King City (93930)	2	1	6	5	3		6	
San Lucas (93954)	0	0	0	0			0	
San Ardo (93450)	0	0	0	0			0	
<b>GRAND TOTAL:</b>	40	10	174	150	33	0	174	

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**Exhibit B-1 BUDGET**



Agency Name: Monterey County Probation Department      Preparer's Name: Olivia Montoya  
 Program Name: Vision 3b - Child Advocate Program      Preparer Phone Number: (831) 796-1287

A	B	C	D		E		F		G		H		I
			7/1/15 to 6/30/16		7/1/16 to 6/30/17		Other Funding		F5MC Request		Other Funding		
BUDGET - Cost Reimbursable:		FTE or Hours	F5MC %		Subtotal		FY15/16 to FY16/17		Subtotal		FY15/16 to FY16/17		
These costs are certified not to be components of the fee for Service Hourly Rates													
<b>PROGRAM PERSONNEL EXPENSES*</b>													
Child Advocate	1.00	32.10%	40,429	19,115	42,215	19,115	82,644	38,230					
Child Advocate	1.00	27.47%	42,768	16,200	44,537	16,200	87,305	32,400					
Office Assistant	1.00	15.36%	35,986	6,530	37,262	6,530	73,248	13,060					
Probation Services Manager	0.00	0.00%	36,122	0	37,205	0	73,327	0					
Child Advocate(s) - Overtime Only	1.00	100.00%	0	2,900	0	2,900	0	5,800					
<b>SUBTOTAL PERSONNEL EXPENSES</b>			<b>155,305</b>	<b>44,745</b>	<b>161,219</b>	<b>44,745</b>	<b>316,524</b>	<b>89,490</b>					
Personnel Benefits & Taxes **			91,904	20,343	95,271	20,343	187,175	40,686					
<b>SUBTOTAL PERSONNEL &amp; BENEFITS EXPENSES</b>			<b>247,209</b>	<b>65,088</b>	<b>256,490</b>	<b>65,088</b>	<b>503,699</b>	<b>130,176</b>					
<b>PROGRAM EXPENSES</b>													
Program Materials & Supplies including: Emergency Funding (baby supplies, ect),													
Early Education Toys and Training/Conference)													
Counseling Services: Eizner													
<b>SUBTOTAL PROGRAM EXPENSES</b>			<b>0</b>	<b>5,426</b>	<b>0</b>	<b>5,426</b>	<b>0</b>	<b>10,852</b>					
<b>PROGRAM SUPPORT EXPENSES***</b>			<b>0</b>	<b>35,000</b>	<b>0</b>	<b>35,000</b>	<b>0</b>	<b>70,000</b>					
<b>SUBTOTAL PROGRAM EXPENSES</b>			<b>0</b>	<b>40,426</b>	<b>0</b>	<b>40,426</b>	<b>0</b>	<b>80,852</b>					
<b>PROGRAM SUPPORT EXPENSES***</b>													
Telephone/Communications													
Rent & Utilities													
Vehicle - Fuel, Maintenance, Lease													
Computer Support													
Printing/Copying													
<b>SUBTOTAL SUPPORT PROGRAM EXPENSES</b>			<b>1,030</b>	<b>590</b>	<b>1,030</b>	<b>590</b>	<b>2,060</b>	<b>1,180</b>					
<b>SUBTOTALS</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>					
<b>SUBTOTAL PERSONNEL, PROGRAM EXP &amp; SUPPORT EXP</b>			<b>261,420</b>	<b>110,000</b>	<b>270,701</b>	<b>110,000</b>	<b>532,121</b>	<b>220,000</b>					
<b>ADMIN/INDIRECT EXP</b>			<b>18,700</b>	<b>0</b>	<b>18,700</b>	<b>0</b>	<b>37,400</b>	<b>0</b>					
<b>TOTAL FOR COST REIMBURSABLE ELIGIBLE SERVICES</b>			<b>280,120</b>	<b>110,000</b>	<b>289,401</b>	<b>110,000</b>	<b>569,521</b>	<b>220,000</b>					

\* List ONLY those positions directly involved with supporting the expansion or enhancement of programs. Include holidays, vacation and sick time in salary calculations.  
 \*\* As a % of salaries - Includes employer FICA, Medicare, SUI, EIT, health, dental, vision, life ins, worker's comp, and retirement for staff listed. Benefits are reimbursed on actual expenses.  
 \*\*\* These expenses require submittal or narrative of the allocation plan to justify the expenses. The expenses must be specifically linked to the Scope of Work.

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**Exhibit B-1 BUDGET NARRATIVE**

**Agency Name:** Monterey County Probation Department

**Program Name:** Child Advocate Program

Budget Line Name	Budget Line Description
<b>PROGRAM PERSONNEL EXPENSES (agency employee positions only)</b>	
Child Advocates	Two full time advocates will perform as a team to identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. 1st Advocate =1.0 FTE (\$4,962 per month x 32.10% x 12 months), total salary increase over FY 15/16 & FY 16/17 due to COLA and step increase. 2nd Advocate =1.0 FTE (\$4,914 per month x 27.47% x 12 months), total salary increase over FY 15/16 & FY 16/17 due to COLA and step increase.
Office Assistant	One full time assistant to provide clerical support including data entry for the Child Advocate Program (CAP) unit (\$3,543 per month x 15.36% x 12 months). Total salary increase over FY 15/16 & FY 16/17 due to COLA.
Overtime	Overtime for Child Advocates \$2,900 (72.50 hours of overtime x \$40 overtime hourly rate)

<b>Personnel Taxes and Benefits</b>	Non-safety personnel % same as salary expense; includes PERS, social security and Medicare, life insurance, flex benefits, other misc. employee benefits and benefit increase over FY 15/16 & FY 16/17.
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<b>PROGRAM EXPENSES</b>	
Program Materials & Supplies- including:	Toner cartridges, pens, pencils, copy paper, binders and general office supplies. Additionally current Penal Codes and manuals are needed to keep abreast of the ever-changing laws and policies regarding domestic violence and child abuse. Also includes video, books in English and Spanish, and pamphlets on child development issues, parenting skills, alcohol/drug abuse and child well-being that are utilized by our families, presentation material and supplies and production of community resource materials to distribute to clients and Farmers Market vouchers which include the vendor administrative processing cost.
Emergency Funding	Many of our families are indigent and lack basic necessities. Funding is requested for emergency supplies such as blankets, diapers, clothing, bus tickets and taxi vouchers. Upon reaching a degree of stability, the families will receive further assistance through the closest FRC.
Early Education Toys	These small items are provided to our children during initial home visits by the team. Toys or books are sometimes presented on a special occasion or following a critical situation in the family.

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Training/Conference	<p>Training for Advocates in mandated child abuse reporting, State Judicial Counsel training in domestic violence and child abuse prevention, JCCPA training, 0-5 conferences, play based intervention training, and child development and family assessment training. Ongoing training is valuable to the Child Advocates. <i>Out of state travel requires F5MC prior approval.</i></p>
Counseling Services	<p>Counseling and education from community-based organizations is a vital component to the emotional growth of a healthy family and a secure and safe environment. Private therapist, Eduardo Eizner, offers both individual and family therapy in English and Spanish. Eizner will also be providing in the annual cost of \$35,000 per year, Reflective Supervision for our program staff, one group session three times a year or on an as needed basis.</p>
<b>PROGRAM SUPPORT EXPENSES</b>	
Telephone/Communications	<p>Includes desk phone, voice mail and maintenance for three positions (\$135 per month x 36.4% x 12 months).</p>
Vehicle- Fuel, Maintenance, Lease	<p>Maintenance, lease and fuel charges for one leased 2008 Ford Taurus passenger car. This vehicle is used to make home visits and access community resources during the day, evenings and weekends. Automobile is used 100% for Families with children 0-5 years. (57% of \$566.33 per month x 12 months).</p>
<b>OTHER</b>	
"In-Kind" Contributions	<p>Includes: a) Probation Services Manager's salary at 33% - \$36,122; b) Office Assistant salary at 84.64% - \$35,986  c) Advocate I salary at 67.90% - \$40,429 d) Advocate II salary at 72.53% - \$42,768 e) Benefits at \$91,904 ; f) computer support - \$6,681; g) copy machine costs - \$3,600; h) maintenance, lease &amp; fuel charges at 43% - \$2,900 i) telephone/communications at 63.58% - \$1,030 j) total amount of indirect costs including administration, human resources, and finance services, etc amounts to approximately 17% - \$18,700</p>

Exhibit C-1 PROGRAM EVALUATION PLAN

MONTEREY COUNTY AREA GRANTMAKERS  
 Common Impact Evaluation Form

Community Foundation for Monterey County, First 5 Monterey County, and United Way Monterey County -  
 Impact Plan and Reporting Form- Funding Areas Cover Sheet

On this page, check the funder to whom this application is directed, and fill in the requested information. This sheet will accompany the Impact Plan and Reporting Form through the application process. You will fill out more than one copy of this page if you are applying to two or more of the local funders, one for each application. However, you will only need to fill out one Impact Plan and Reporting form if you are proposing to conduct the same evaluation activities.

- Community Foundation for Monterey County (Please indicate one):
- Arts and Culture  Community & Social Services  Education  Environment
- Health  Historic Preservation  Animal Welfare

First 5 (Please indicate one):

- Parents Feel Competent, Well-Informed and Capable of Supporting their Child
- Families Have Quality, Affordable Early Care and Education of Choice
- Children are Mentally and Physically Healthy

United Way (Please indicate one of the four Priority areas and one outcome under the area checked-Refer to the United Way Monterey County Priority Areas document for details)

- Basic Needs  Self-Sufficiency  Crisis to Stability  Successful Kids/Strong Families
- Food  Life Skills  Intervention  Youth/Young Adults achieve high school diploma or equivalency
- Shelter  Education  Prevention  Family Re/Natural Environment
- Access/Info  Affordable Housing  Child/Teen Leadership, Skills, Confidence, Relationships





RECEIVED

OCT 03 2012

AGREEMENT BETWEEN  
FIRST 5 MONTEREY COUNTY  
AND  
MONTEREY COUNTY PROBATION DEPARTMENT **F5MC**

<b>FUNDED PARTNER (LEAD AGENCY):</b>	Monterey County Probation Department
<b>PROJECT:</b>	Child Advocate Program (V3b)
<b>AGREEMENT TERM:</b>	July 1, 2012 – June 30, 2015
<b>AGREEMENT AMOUNT:</b>	\$330,000
<b>CONTACT PERSON:</b>	Manuel Real, Chief Probation Officer
<b>TELEPHONE:</b>	(831) 755-3913
<b>FAX:</b>	(831) 759-7246
<b>EMAIL:</b>	realm@co.monterey.ca.us
<b>ADDRESS:</b>	1422 Natividad Road, Salinas, CA 93906

This Agreement is between MONTEREY COUNTY CHILDREN & FAMILIES COMMISSION, publicly known as FIRST 5 MONTEREY COUNTY, referred to as "F5MC", and MONTEREY COUNTY PROBATION DEPARTMENT, referred to as "FUNDED PARTNER", for the Child Advocate Program.

Whereas all services provided herein are in furtherance of the goals and objectives in the F5MC Strategic Plan for 2007- 2015 and address Community Vision III: Children are Mentally and Physically Healthy.

Whereas, on February 27, 2012, the Commissioners delegated authority to the Executive Director to negotiate, execute and amend a contract with FUNDED PARTNER for the services described in this agreement.

IT IS HEREBY MUTUALLY AGREED that both parties will adhere to the provisions of this Agreement including **Exhibit A** (Scope of Work); **Exhibit B** (Budget & Budget Narrative); **Exhibit C** (Program Evaluation Plan); **Exhibit D** (Insurance Requirements); **Exhibit E** (Applicable Laws Regarding Non Discrimination); **Exhibit F** (Applicable Laws regarding Confidentiality); and **Exhibit G** (Lead Agency Responsibilities).

**FIRST 5 MONTEREY COUNTY APPROVAL**

Francine Rodd  
Signature

Francine Rodd, Executive Director

10/3/12  
Date

Manuela O. Kolpin  
Signature

Manuela O. Kolpin, Finance/Operations Officer

10/3/12  
Date

**FUNDED PARTNER APPROVAL**

Manuel Real  
Signature 8/24/12  
Date

Manuel Real, Chief Probation Officer  
Print Signature Authority Name, Title

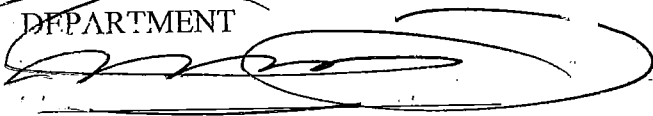
Roseanne Rodarte  
Signature of Fiscal Authority 7/31/12  
Date

Roseanne Rodarte, Finance Manager  
Print Fiscal Authority Name, Title

Tax Identification Number: 94-6000524

**FUNDED PARTNER APPROVAL CONTINUED**

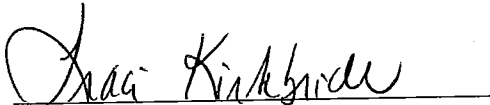
~~COUNTY OF MONTEREY  
MONTEREY COUNTY PROBATION  
DEPARTMENT~~



**Mike Derr**  
Contracts/Purchasing Officer

Date: 9-25-12

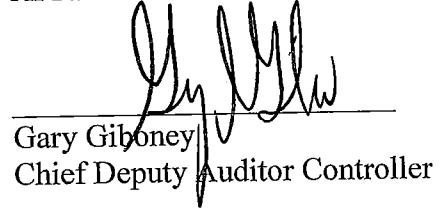
APPROVED AS TO FORM:



Traci Kirkbride  
Deputy County Counsel

Date: 8/10/12

APPROVED AS TO FISCAL TERMS:



Gary Giboney  
Chief Deputy Auditor Controller

Date: 8-10-12

APPROVED AS TO INSURANCE  
PROVISIONS:



Steve Mauck  
Risk Manager

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

AUG 16 2012 *Y*

**I. TERM OF AGREEMENT AND GRANT AWARD**

- A. Term of Agreement.** The term of this Agreement is for three years, from July 1, 2012 to and including June 30, 2015.
- B. Grant Award.** FUNDED PARTNER is awarded a grant not to exceed \$330,000 for the term of the Agreement as stated above. Funding has been awarded according to the Budget and Budget Narrative as shown in Exhibit B subject to the terms and conditions as set forth in this Agreement for services in Exhibit A (Scope of Work).

The total amount awarded includes a not-to-exceed amount per fiscal year as follows:

July 1, 2012 to and including June 30, 2013 - \$110,000  
July 1, 2013 to and including June 30, 2014 - \$110,000  
July 1, 2014 to and including June 30, 2015 - \$110,000

**II. TERMINATION**

- A. Termination Without Cause.** Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.
- B. Termination for Cause.** If F5MC determines that the FUNDED PARTNER cannot meet the requirements of this contract, it may terminate this Agreement upon written notice to FUNDED PARTNER. The notice will specify the reason for termination and will indicate the effective date of termination. Reasons for termination include, but are not limited to, the following:
- 1) Material breach of this Agreement by FUNDED PARTNER;
  - 2) Violation by FUNDED PARTNER of any applicable laws;
  - 3) Assignment of services agreed upon by FUNDED PARTNER to a sub-contractor without prior written consent from F5MC;
  - 4) Failure to provide services to F5MC's satisfaction;
  - 5) Failure to comply with reporting and audit requirements; or
  - 6) FUNDED PARTNER's ineffective, improper, or misuse of funds provided by F5MC under this Agreement.
- C. Termination Due to Change in State Funding.** F5MC has the right to terminate this Agreement upon three (3) days written notice in the event that State funding is reduced, suspended or terminated for any reason. FUNDED PARTNER expressly waives any and all claims against F5MC for damages arising from the reduction, suspension or termination of funds.
- D. Termination Provision.** FUNDED PARTNER will deliver to F5MC copies of all materials used or developed for this grant including, but not limited to, all data collection forms, reports and other work performed by FUNDED PARTNER under this Agreement. Upon receipt, FUNDED PARTNER will be paid for services performed and reimbursable expenses incurred to the date of termination.

**III. NO FUNDS SUPPLANTED**

The parties to this Agreement understand that each is bound by the provisions of Section 3013.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by

Section 3013.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of services and not to fund existing levels of service. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose." FUNDED PARTNER warrants that no funds provided by F5MC shall be used to supplant existing funds from any source for any purpose. Failure to fully comply with these requirements shall be cause for immediate termination of the Agreement and pursuit of any remedies available by law.

#### IV. SCOPE OF WORK AND BUDGET

FUNDED PARTNER agrees to provide, to the complete satisfaction of F5MC, services described in the **Scope of Work** (Exhibit A) in accordance with the **Budget and Budget Narrative** (Exhibit B). Upon request, F5MC shall be provided resumes for applicants and/or staff assigned or to be assigned to any position funded in whole or in part by F5MC.

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

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

#### V. EVALUATION AND REPORTING

**A. Evaluation:** FUNDED PARTNER will provide reports on program outcomes and goals and performance measures to F5MC. These requirements support a high level of organizational awareness and accountability in the use of public monies.

- 1) ***F5MC Database system*** - FUNDED PARTNER shall enter complete demographic and service data on all participants into the F5MC database system on a monthly basis (at minimum). Exceptions shall only be made by the F5MC Evaluation Advisory Committee for programs that have a robust web-based data system that can systemically export demographic and service data into a required structure and provide them to F5MC for import on a monthly basis. Access and excel databases do not meet these requirements. The F5MC Evaluation Officer will determine the required information to be entered into the database system.
- 2) ***Use of Agreed Upon Measures*** - FUNDED PARTNER shall systemically use and analyze the results from common evaluation tools as identified by F5MC. All programs implementing the same modality will implement these standardized outcomes, instruments, and approaches.
- 3) ***Program Evaluation Plan*** - FUNDED PARTNER shall design, collect, analyze, and report evaluation data for their program using tools as collaboratively developed. The Performance Evaluation Plan documenting the approved tools, collection methods and intended results can be found in Exhibit C.
- 4) ***State Annual Report Requirements*** - FUNDED PARTNER shall complete reports as outlined in Section V.B, which include aggregate data summaries, individual program

outcomes, narratives on statistics provided, lessons learned and anecdotal stories. Reporting shall be done in the F5MC contracted database system as part of reporting requirements. Expectations from First 5 California and F5MC may change from year to year. FUNDED PARTNER agrees to comply with any and all reporting and evaluation requirements established by F5MC and First 5 California.

- 5) **Participation in all First 5 Monterey County Evaluation Activities** - FUNDED PARTNER may be required to participate or assist in implementation of evaluation activities. This will include, but is not limited to, encouraging parents to participate in evaluation activities such as focus groups, interviews, and surveys; responding to funded partner surveys and network maps; and other evaluation activities. As requested by F5MC and First 5 California, FUNDED PARTNER will participate in research and evaluation studies designed to show the effectiveness of FUNDED PARTNER's services or to provide information about FUNDED PARTNER's program.
  
- 6) **Participant Consent** - FUNDED PARTNER shall obtain consent for evaluation from participants. FUNDED PARTNER shall explain to participants how the information collected will be used to assuage participant concerns. These explanations will be offered using language and terminology the participant can understand. FUNDED PARTNER is expected to obtain consent from at least 80% of participants.

**B. Reporting:**

**Tri-annual Reports.** FUNDED PARTNER shall submit timely reports on a tri-annual basis on its progress in achieving contract objectives. A Tri-annual Reporting Form and an Expenditure Reporting Form will be customized for each FUNDED PARTNER after execution of this Agreement.

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

Below is a table of reports and due dates.

<b>Report:</b>	<b>FY 12/13 DUE</b>	<b>FY 13/14 DUE</b>	<b>FY 14/15 DUE</b>
FIRST Tri-Annual Report & Expenditure Report (July 1 <sup>st</sup> – Oct 31 <sup>st</sup> )	Dec. 14, 2012	Dec. 13, 2013	Dec. 15, 2014
SECOND Tri-Annual Report & Expenditure Report ( Nov 1 <sup>st</sup> – Feb 28 <sup>th</sup> )	Apr. 15, 2013	Apr. 15, 2014	Apr. 15, 2015
THIRD Tri-Annual Report & Expenditure Report (March 1 <sup>st</sup> – June 30 <sup>th</sup> )	July 31, 2013	July 31, 2014	July 31, 2015
Audit Submittal	Within 6 months of FUNDED PARTNER'S Fiscal Year-end		
TWO Budget & Budget Narrative Revisions per FY	Apr. 15, 2013	Apr. 15, 2014	Apr. 15, 2015
Budget Reallocation between FY13/14 and FY14/15	N/A	Apr. 15, 2013	Apr. 15, 2013

**VI. INSURANCE**

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

FUNDED PARTNER shall provide Worker's Compensation insurance at FUNDED PARTNER's own cost and expense, and neither FUNDED PARTNER nor its carrier shall be entitled to recover from F5MC any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

**VII. FISCAL PROVISIONS**

- A. Compensation:** Compensation to FUNDED PARTNER shall be based upon actual verified costs described in the project budget and narrative included in Exhibit B. *No reimbursement will be made for any expense that is determined by F5MC, in its sole discretion, to be inappropriate or supplanting of State or other funds.*
- B. Reimbursement & Billing Requirements:** FUNDED PARTNER shall submit all invoices, in the form of a tri-annual expenditure report, for tri-annual payment in a form approved by F5MC. The form shall contain itemization of all costs and fees with a stated cumulative total. FUNDED PARTNER shall send invoices to F5MC for review and processing. The invoice shall be accompanied by a general ledger statement showing expenditures with payroll detail for the time period of the invoice. F5MC reserves the right to request further documentation and/or receipts to verify expenditures. F5MC will make payment to FUNDED PARTNER within thirty (30) days of receipt of complete and approved tri-annual report.
- C. Annual Advance Payment:** If an annual advance is authorized, FUNDED PARTNER may be awarded up to one-third (1/3) of the current fiscal year amount upon authorized signature of the contract and submission of the required insurance documents. One-third (1/3) of the annual advance payment will be deducted from each of the three (3) tri-annual payments due for actual expenses.
- D. Unspent Funds:** Any funds not expended by the end of the fiscal year remain with F5MC. Unexpended funds will not be added or transferred to future contract allocation amounts.

**VIII. AUDIT, INSPECTION, AND RETENTION OF RECORDS**

- A. Grants under \$25,000.00:** Funds provided by F5MC and the expenditures shall be accounted for separately in FUNDED PARTNER's books and records. FUNDED PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER shall permit F5MC to audit, examine and to copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of

funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER's records shall describe and support the use of funds for the agreed upon project.

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

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

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

- 1) FUNDED PARTNER shall submit, to F5MC within *six (6) months* of the FUNDED PARTNER's fiscal year-end either:

i. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States. *The audit must include this grant/program as part of the testing. The request to include the grant/program as part of the testing must be specified in the Audit Engagement.*

OR

ii. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States *and* a program specific audit. This is a submittal of two separate reports.

- 2) F5MC reserves the right to require a program specific audit at F5MC's discretion.

- 3) It is acknowledged by the parties hereto that the conditions of this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of F5MC. *FUNDED PARTNER shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by F5MC, State or Federal governmental entities, including any assessed interest and penalties.*

- 4) In the case that providing the required audit within the required time period represents an unreasonable hardship, FUNDED PARTNER shall alert F5MC and request an extension. Additional documentation may be requested by F5MC in order to grant the extension. The submittal of the audit will continue to be required and due no later *than eight months* after the close of FUNDED PARTNER's fiscal year-end.
- 5) Funds may be withheld until all audit requirements are met.

**IX. LEVERAGING REQUIREMENT**

F5MC recognizes the unique relationship that FUNDED PARTNER may have with Medi-Cal eligible families and the expertise of FUNDED PARTNER in identifying, assessing and case managing the needs of Medi-Cal eligible families and children. F5MC may require FUNDED PARTNER's participation in federal, state and local leveraging opportunities such as Medi-Cal Administrative Activities (MAA), Targeted Case Management (TCM) and/or Early Periodic Screening Diagnostic and Treatment (EPSDT). Such participation may include appropriate training, reporting and documentation of allowable activities, services and associated costs. Reporting may include written documentation associated with service delivery and related costs, and/or the tracking of staff time through time survey instruments.

Revenue, net of expenditures, resulting from leveraging F5MC programs will be used for the benefit of the F5MC funded program. FUNDED PARTNER agrees to provide written notice to F5MC of all leveraging activities.

**X. CHANGES IN CONDITION**

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

**XI. LICENSING AND CREDENTIALS**

FUNDED PARTNER hereby agrees to provide and secure all required governmental or professional licenses and credentials for itself, its facilities, its employees, and all other persons engaged in work in conjunction with this Agreement.

**XII. ABUSE REPORTING**

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

**XIII. COMPLIANCE WITH LAWS**

During the course of this Agreement, FUNDED PARTNER agrees to comply with all applicable Federal, State and local laws and regulations, which prohibit discrimination. These laws include, but are not limited to, those listed in Exhibit E and Exhibit F.



**XIV. INDEMNITY**

**A. For public entity FUNDED PARTNER.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code 895.6, or any other statute, regulation or rule, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead F5MC and FUNDED PARTNER (Other Public Entity) agree to the following:

- 1) **Claims arising from sole acts or omissions of F5MC.** F5MC agrees to defend and indemnify the FUNDED PARTNER, its agents, officers and employees, (referred to as FUNDED PARTNER) from any claim, action or proceeding against FUNDED PARTNER, arising solely out of the acts or omissions of F5MC in the performance of this Agreement. At its sole discretion, FUNDED PARTNER may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve F5MC of any obligation imposed by this Agreement. FUNDED PARTNER must notify F5MC promptly of any claim, action or proceeding and fully cooperate in the defense.
- 2) **Claims arising from sole acts or omissions of FUNDED PARTNER.** FUNDED PARTNER agrees to defend and indemnify F5MC, its agents, employees and representatives from any claims, action, proceeding against F5MC, arising solely out of the acts or omissions of FUNDED PARTNER, in the performance of this Agreement. At its sole discretion, F5MC may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve FUNDED PARTNER of any obligation imposed by this Agreement. F5MC must notify the FUNDED PARTNER promptly of any claim, action or proceeding and cooperate fully in the defense.
- 3) **Claims arising from concurrent acts or omissions.** F5MC agrees to defend itself and FUNDED PARTNER agrees to defend itself, from any claims, action, proceeding arising out of the acts or omissions of F5MC and FUNDED PARTNER. In such cases, F5MC and FUNDED PARTNER agree to retain their own legal counsel and bear their own defense costs, and waive their right to seek reimbursement of such costs from one another except as provided in Section XIV. A.4).
- 4) **Joint defense.** Notwithstanding Section XIV. A.3) above, when F5MC and FUNDED PARTNER agree in writing to a joint defense, F5MC and FUNDED PARTNER may appoint a joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of F5MC and FUNDED PARTNER. F5MC and FUNDED PARTNER agree to share costs of such a joint defense and agreed settlement or resolution in equal amounts, except as provided in Section XIV. A 5) below. F5MC and FUNDED PARTNER further agree that neither party may bind the other to any settlement or resolution without written consent from both F5MC and FUNDED PARTNER.
- 5) **Reimbursements and or Reallocation.** In the event that a court or agreed third party arbitrator determines the comparative fault of the parties, F5MC and FUNDED PARTNER may seek reimbursement based upon comparative fault allocation or determination.

**B. For non-public entity FUNDED PARTNER.** FUNDED PARTNER must defend, indemnify and hold harmless F5MC, its commissioners, committee members, employees,

agents, and volunteers from any claims, demands, penalties, losses, damages, obligations, causes of action, judgments, expenses, costs (including attorney's fees), liabilities of every kind and nature whatsoever, arising out of or in any way connected to the performance of this Agreement, any act or omission of FUNDED PARTNER or those of its officers, agents, employees and subcontractors. This indemnification provision will apply to any acts of omission, or negligent conduct whether active or passive on the part of FUNDED PARTNER and its officers, agents, employees and subcontractors, but FUNDED PARTNER is not obligated to indemnify F5MC for claims arising from the sole negligence or willful misconduct of F5MC. It is the intent of the parties to this Agreement to provide the broadest possible coverage to F5MC.

**XV. PUBLIC ACKNOWLEDGEMENT OF FUNDS**

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

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

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

FUNDED PARTNER agrees that F5MC shall review and approve in writing any media or promotional material developed by FUNDED PARTNER *prior* to distribution of the material.

**XVI. ASSIGNABILITY**

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

**XVII. CONFLICT OF INTEREST**

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

**XVIII. CHANGES AND AMENDMENTS**

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

**XIX. SEVERABILITY**

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

**XX. WAIVER**

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

**XXI. CONFIDENTIALITY**

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

**XXII. SUBCONTRACTS**

- A. Functions undertaken by FUNDED PARTNER may be carried out under subcontracts. However, FUNDED PARTNER may not delegate its duties or obligations nor assign its rights hereunder, either in whole or in part, without prior written consent of F5MC. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of FUNDED PARTNER, the governing body of FUNDED PARTNER, the management of FUNDED PARTNER or the transfer of assets in excess of ten (10) percent of the total assets of FUNDED PARTNER shall be deemed an assignment of benefits under the terms of this Agreement requiring F5MC approval.
- B. All subcontracts shall be in writing and copies made available to F5MC upon request. No subcontract shall alter in any way any legal responsibility of FUNDED PARTNER to F5MC. All subcontractors must be provided a copy of this Agreement, and all subcontracts must state that any work performed must be consistent with this Agreement. F5MC has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.
- C. FUNDED PARTNER shall remain solely responsible for any and all subcontractors' compliance, performance of any and all subcontracts, and the subcontractors' compliance with each and every term of this Agreement, including, but not limited to, compliance with reporting, insurance and auditing requirements. FUNDED PARTNER remains solely responsible for the timely collection and reporting of information from the subcontractor to fulfill the reporting, insurance and audit requirements of this Agreement. The terms and conditions of this Agreement are expressly incorporated into any and all subcontractors' agreements entered into by FUNDED PARTNER.

**XXIII. LEAD AGENCY RESPONSIBILITIES**

An organization identified as the Lead Agency under this Agreement shall carry out the responsibilities identified in Exhibit G.

**XXIV. NON-COMPLIANCE AND RIGHT TO REVIEW**

- A. In the event that FUNDED PARTNER fails to perform or defaults on any term or condition of this Agreement, the Executive Director may take such steps, including but not limited to,

reducing the funding received under the grant, termination of the grant, non-renewal of the grant and suspension of service until such default is cured.

- B. F5MC shall grant FUNDED PARTNER a right to review a decision by the Executive Director pertaining to termination of this Agreement or the implementation of action taken by the Executive Director against FUNDED PARTNER for failure to comply with the terms and conditions of this Agreement.
- C. FUNDED PARTNER must: 1) provide written notice to F5MC requesting review of the Executive Director's decision within five (5) business days after the receipt of written notice of the Executive Director's decision to terminate this Agreement or; 2) take action for non-compliance with the terms and conditions of this Agreement. If FUNDED PARTNER fails to provide written notice within the five-day timeframe, any right to review is irrevocably waived. FUNDED PARTNER must ensure that the request for review is received in F5MC's office within the five-day time period by either personal service or certified mail.
- D. If FUNDED PARTNER timely exercises its right for review, F5MC will set a hearing within sixty (60) days of the receipt of the FUNDED PARTNER's request for review. FUNDED PARTNER shall provide all documentary and testimonial evidence before F5MC on the date set for the review hearing. F5MC shall consider any such evidence at its sole discretion. Thereafter, F5MC shall render a decision regarding FUNDED PARTNER's review of F5MC's action and provide a written decision within thirty (30) days after the review hearing. F5MC's decision regarding the review hearing shall be final and shall not entitle FUNDED PARTNER to any further hearing or consideration of issues regarding termination, or adverse action, for non-compliance of this Agreement.

## XXV. REVERSION OF ASSETS

- A. Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, FUNDED PARTNER shall transfer to F5MC any unexpended or unencumbered F5MC funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.
- B. Real or Personal Property Assets. Any real property or moveable or immovable personal property under FUNDED PARTNER's control or ownership that was acquired or improved in whole or in part with F5MC funds disbursed under this Agreement, the original cost therefore exceeded five thousand dollars (\$5,000.00) shall either be, at the election of F5MC: (1) used by FUNDED PARTNER for the services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified; or (2) disposed of and proceeds paid to F5MC in a manner that results in F5MC being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to FUNDED PARTNER's out-of-pocket expenditures using non-F5MC funds for acquisition of or improvements to, such real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of such asset.
  - 1) In furtherance of the foregoing, if F5MC selects continued use of the capital asset, then FUNDED PARTNER hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by F5MC against FUNDED PARTNER and its successors in interest.

- 2) In the event F5MC selects disposition of the subject real or personal property, then FUNDED PARTNER shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to F5MC upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

**XXVI. NOTICES**

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

To: *First 5 Monterey County*  
Executive Director  
1125 Baldwin St.  
Salinas, CA 93906

To: FUNDED PARTNER at the address listing on Page 1 of this Agreement.

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent via mail by F5MC, shall be deemed to be received five (5) business days following their deposit in the U.S. mail.

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Exhibit A - SCOPE OF WORK

MC PROBATION - CHILD ADVOCATE PROGRAM						
Organization Name:	Model(s)/Approach	Unduplicated Parents Target # per year (per service)	Average # of Services per parent	Unduplicated Child (0-5) Target # per year (per service)	Average # of Services per child	Service Location
Services						
Mental Health Therapy	n/a	40	5	10	1	Therapist Office
Home Visiting	Collaborative visits from advocates and probation officer to increase safe and healthy environment, intervention for children.	174	10	150	10	Client Home
Parenting Development - Group Parenting Series	PEACCE class (a one-time all day class focused on child abuse prevention and the effects of child abuse).	33	1	0	0	Probation Office/Community
Case Management - Service Coordination	Services to enhance access to care and improve the continuity and efficiency of services (including intake, case coordination and service integration)	174	15	0	0	

**Other Requirements**

Reflective Supervision	Provide Reflective Supervision for staff through small group or individualized meetings. Reflective Supervision for providers of therapeutic services will be conducted by a practitioner holding an appropriate State of California licensing to provide counseling.
Evaluation	Participate in F5MC evaluation activities including data entry and implementation of a Program Level Evaluation Plan (PEP).
Training/Capacity Building	Provide staff with opportunities to participate in capacity building and professional development activities.
Funded Partner Meetings	Participate in three F5MC Funded Partner Learning Circle meetings.
Cross-Agency Referrals	Use Perisimmony Referral functions and/or F5MC Referral form for referrals across Funded Partners and/or to other agencies.
Tobacco Cessation	Provide referral services and tobacco cessation information to clients.
Kit for New Parents	Participate in the distribution of the Kit for New Parents
Hours	Services need to be provided during intentionally planned flexible hours (year round, nights and weekends).

**F5MC MONTEREY COUNTY AGREEMENT**

Priority Areas	Mental Health Therapy		Home Visiting		Parenting Development - Group Parenting Series		Case Management - Service Coordination	
	Total # of Parents	Total # of Children (0-5)	Total # of Parents	Total # of Children (0-5)	Total # of Parents	Total # of Children (0-5)	Total # of Parents	Total # of Children (0-5)
<b>North County</b>	4	1	21	15	1	0	21	
Pajaro (95076)	2	0	11	9	1		11	
Castroville (95012)	2	1	10	6			10	
<b>Salinas</b>	23	5	98	90	23	0	98	
East Salinas (93905)	14	2	57	58	19		57	
North Salinas (93906)	8	2	31	26	3		31	
South Salinas (93901)	1	1	10	6	1		10	
<b>Peninsula</b>	4	0	16	13	1	0	16	
Seaside (93955)	4	0	16	13	1		16	
<b>South County</b>	9	4	39	32	8	0	39	
Chualar (93925)	0	0	0	0			0	
Gonzales (93926)	2	0	3	3	2		3	
Soledad (93960)	2	1	6	4	1		6	
Greenfield (93927)	3	2	24	20	2		24	
King City (93930)	2	1	6	5	3		6	
San Lucas (93954)	0	0	0	0			0	
San Ardo (93450)	0	0	0	0			0	
<b>GRAND TOTAL:</b>	<b>40</b>	<b>10</b>	<b>174</b>	<b>150</b>	<b>33</b>	<b>0</b>	<b>174</b>	<b>174</b>

F5MC MONTEREY COUNTY AGREEMENT

Exhibit B - BUDGET



Preparer's Name: Olivia Montoya

Agency Name: Monterey County Probation Department

Preparer Phone Number: 831-796-1287

Program Name: Child Advocate Program

BUDGET - Cost Reimbursable	Preparer Phone Number: 831-796-1287																								
	B		C		D		E		F		G		H		I		J		K		L		M		
	FY12/13	FTE or Hours	F5MC %	Other Funding	F5MC Request	7/1/11 to 6/30/12	Other Funding	F5MC Request	7/1/12 to 6/30/13	Other Funding	F5MC Request	7/1/13 to 6/30/14	Other Funding	F5MC Request	7/1/14 to 6/30/15	Other Funding	F5MC Request	7/1/15 to 6/30/16	Other Funding	F5MC Request	Total F5MC Program FY 12/13	Total F5MC Program FY 14/15 3yr Funding	Total 4 Year Funding		
<b>PROGRAM PERSONNEL EXPENSES*</b>																									
Child Advocate	1.00		35%	34,018	19,115	35,739	19,115	37,385	19,115	39,080	19,115	39,080	19,115	19,115	39,080	19,115	19,115	39,080	19,115	19,115	57,345	76,460			
Child Advocate	1.00		30%	36,125	16,200	38,078	16,200	39,706	16,200	41,383	16,200	41,383	16,200	16,200	41,383	16,200	16,200	41,383	16,200	16,200	48,600	64,800			
Office Assistant	1.00		18.23%	26,877	6,530	29,284	6,530	30,358	6,530	31,465	6,530	31,465	6,530	6,530	31,465	6,530	6,530	31,465	6,530	6,530	19,590	26,120			
Probation Services Manager			0%	36,786		35,965		37,044		38,155		38,155			38,155			38,155			0	0			
<b>Subtotal Personnel</b>	<b>3.00</b>			<b>133,806</b>	<b>41,845</b>	<b>139,066</b>	<b>41,845</b>	<b>144,493</b>	<b>41,845</b>	<b>150,083</b>	<b>41,845</b>	<b>150,083</b>	<b>41,845</b>	<b>41,845</b>	<b>150,083</b>	<b>41,845</b>	<b>41,845</b>	<b>150,083</b>	<b>41,845</b>	<b>41,845</b>	<b>125,535</b>	<b>167,380</b>			
Personnel Taxes and Benefits**			48.62%	56,864	20,343	78,330	20,343	81,290	20,343	84,339	20,343	84,339	20,343	20,343	84,339	20,343	20,343	84,339	20,343	20,343	61,029	81,372			
<b>SUBTOTAL PERSONNEL &amp; BENEFITS</b>				<b>190,670</b>	<b>62,188</b>	<b>217,396</b>	<b>62,188</b>	<b>225,783</b>	<b>62,188</b>	<b>234,422</b>	<b>62,188</b>	<b>234,422</b>	<b>62,188</b>	<b>62,188</b>	<b>234,422</b>	<b>62,188</b>	<b>62,188</b>	<b>234,422</b>	<b>62,188</b>	<b>62,188</b>	<b>186,564</b>	<b>248,752</b>			
<b>PROGRAM EXPENSES - This area does not include expenses paid via agency's payroll.</b>																									
Program Materials & Supplies including: Emergency Funding (baby supplies, ect), Early Education Toys and Training/Conference)			100%	0	3,126	0	3,126	0	3,126	0	3,126	0	3,126	0	3,126	0	3,126	0	3,126	0	3,126	9,378	12,504		
Counseling Services: Eizner			100%	0	33,000	0	33,000	0	33,000	0	33,000	0	33,000	0	33,000	0	33,000	0	33,000	0	33,000	99,000	132,000		
<b>SUBTOTAL PROGRAM EXPENSES</b>				<b>0</b>	<b>36,126</b>	<b>0</b>	<b>36,126</b>	<b>0</b>	<b>36,126</b>	<b>0</b>	<b>36,126</b>	<b>0</b>	<b>36,126</b>	<b>0</b>	<b>36,126</b>	<b>0</b>	<b>36,126</b>	<b>0</b>	<b>36,126</b>	<b>0</b>	<b>36,126</b>	<b>108,378</b>	<b>144,504</b>		



**F5MC MONTEREY COUNTY AGREEMENT**

Computer Support	0%	5,562	0	6,408	0	6,408	0	6,408	0	0	0
Printing/Copying	0%	3,600	0	3,600	0	3,600	0	3,600	0	0	0
<b>SUBTOTAL SUPPORT PROGRAM EXPENSES</b>		<b>20,996</b>	<b>11,686</b>	<b>21,842</b>	<b>11,686</b>	<b>21,842</b>	<b>11,686</b>	<b>21,842</b>	<b>11,686</b>	<b>35,058</b>	<b>46,744</b>
<b>SUBTOTALS</b>											
<b>SUBTOTAL PERSONNEL, PROGRAM EXP &amp; SUPPORT E</b>		<b>211,666</b>	<b>110,000</b>	<b>239,238</b>	<b>110,000</b>	<b>247,625</b>	<b>110,000</b>	<b>256,264</b>	<b>110,000</b>	<b>330,000</b>	<b>440,000</b>
<b>ADMIN/INDIRECT EXP (15% max.)***</b>	<b>Enter %</b>	<b>0.00%</b>	<b>0</b>	<b>18,700</b>	<b>0</b>	<b>18,700</b>	<b>0</b>	<b>18,700</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL for Cost Reimbursable Eligible Services</b>		<b>230,343</b>	<b>110,000</b>	<b>257,938</b>	<b>110,000</b>	<b>266,325</b>	<b>110,000</b>	<b>274,964</b>	<b>110,000</b>	<b>330,000</b>	<b>440,000</b>

\*List ONLY those positions directly involved with supporting the expansion or enhancement of programs. Do NOT list Executive Director or other administrative positions in this area.

These positions cannot be funded directly under this grants program because of the prohibition on supplantation. Include holidays, vacation and sick time in salary calculations.

\*\*As a % of salaries - Includes employer FICA, Medicare, SUI, ETT, health, dental, vision, life ins, worker's comp, and retirement for staff listed. Benefits are reimbursed on actual expenses.

\*\*\*These expenses require submittal or narrative of the allocation plan to justify the expenses. The expenses must be specifically linked to the Scope of Work.

\*\*\*\*Rate calc. must be provided and should be based on most recent audited financials. Lead organization's plus the subcontractor's cumulative indirect cannot exceed 15%

**Exhibit B – BUDGET NARRATIVE**

Agency Name: Monterey County Probation Department

Program Name: Child Advocate Program

Budget Line Name	Budget Line Description
<b>PROGRAM PERSONNEL EXPENSES (agency employee positions only)</b>	
Child Advocates	Two full time advocates will perform as a team to identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. 1st Advocate = 1.0 FTE (\$4,571 per month x 35% x 12 months), total salary increase over FY 12/13 due to COLA and step increase. 2nd Advocate = 1.0 FTE (\$4,523 per month x 30% x 12 months), total salary increase over FY 12/13 due to COLA and step increases.
Office Assistant	One full time assistant to provide clerical support including data entry for the Child Advocate Program (CAP) unit (\$2,985 per month x 18.23% x 12 months). Total salary increase over FY 12/13 due to COLA and step increase.

<b>Personnel Taxes and Benefits</b>	Non-safety personnel % same as salary expense; includes PERS, social security and Medicare, life insurance, flex benefits, and other misc. employee benefits.
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<b>PROGRAM EXPENSES</b>	
Program Materials & Supplies- including:	Toner cartridges, pens, pencils, copy paper, binders and general office supplies. Additionally current Penal Codes and manuals are needed to keep abreast of the ever-changing laws and policies regarding domestic violence and child abuse. Also includes video, books in English and Spanish, and pamphlets on child development issues, parenting skills, alcohol/drug abuse and child well-being that are utilized by our families. Presentation material and supplies and production of community resource materials to distribute to clients (\$98 per month x 100% x 12 months).
Emergency Funding	Many of our families are indigent and lack basic necessities. Funding is requested for emergency supplies such as blankets, diapers, clothing, bus tickets and taxi vouchers. Upon reaching a degree of stability, the families will receive further assistance through the closest FRC.
Early Education Toys	These small items are provided to our children during initial home visits by the team. Toys or books are sometimes presented on a special occasion or following a critical situation in the family.

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Training/Conference	Training for Advocates in mandated child abuse reporting, State Judicial Counsel training in domestic violence and child abuse prevention, JCCPA training, 0-5 conferences, play based intervention training, and child development and family assessment training. Ongoing training is valuable to the Child Advocates. <i>Out of state travel requires F5MC prior approval.</i>
Counseling Services	Counseling and education from community-based organizations is a vital component to the emotional growth of a healthy family and a secure and safe environment. Private therapist, Eduardo Eizner, offers both individual and family therapy in English and Spanish. Eizner will also be providing in the annual cost of \$33,000 per year, Reflective Supervision for our program staff, one group session each trimester or on an as needed basis.
<b>PROGRAM SUPPORT EXPENSES</b>	
Telephone/Internet	Includes desk phone, voice mail and maintenance for three positions (\$147 per month x 36.4% x 12 months).
Rent & Utilities	Leased office space for First 5 staff space within the Probation Department leased building at 12 East Alisal in Salinas (4% of \$15,012 per month x 12 months) with F5MC sharing at 48%.
Vehicle- Fuel, Maintenance, Lease	Maintenance, lease and fuel charges for one leased 2008 Ford Taurus passenger car. This vehicle is used on a daily basis to make home visits and access community resources. Automobile is used 100% for Families with children 0-5 years. (57% of \$562.00 per month x 12 months).
<b>OTHER</b>	
Matching Funds	Personnel expenses are calculated at 55% by matching federal Title IV-E reimbursement for Child Advocates only.
"In-Kind" Contributions	Include: a) Probation Services Manager's salary and benefits at 33% - \$49,728; b) Office Assistant salary and benefits at 84% - \$45,873 c) Advocate I salary and benefits at 10% - \$9,314 d) Advocate II salary and benefits at 19% - \$16,195 e) rent - \$7,812; f) computer support - \$6,408; g) copy machine costs - \$3,600; h) maintenance, lease & fuel charges at 43% - \$2,900 i) telephone/ communications at 64% - \$1,122 j) total amount of indirect costs including administration, human resources, and finance services, etc amounts to approximately 17% - \$18,700

Exhibit C – PERFORMANCE EVALUATION PLAN

MONTEREY COUNTY AREA GRANTMAKERS

Common Impact Evaluation Form

Community Foundation for Monterey County, First 5 Monterey County, and United Way Monterey County - Impact Plan and Reporting Form- Funding Areas Cover Sheet

On this page, check the funder to whom this application is directed, and fill in the requested information. This sheet will accompany the Impact Plan and Reporting Form through the application process. You will fill out more than one copy of this page if you are applying to two or more of the local funders, one for each application. However, you will only need to fill out one Impact Plan and Reporting form if you are proposing to conduct the same evaluation activities.

Community Foundation for Monterey County (Please indicate one):

Arts and Culture  Community & Social Services  Education  Environment

Health  Historic Preservation  Animal Welfare

First 5 (Please indicate one):

Parents Feel Competent, Well-Informed and Capable of Supporting their Child

Families Have Quality, Affordable Early Care and Education of Choice

Children are Mentally and Physically Healthy

United Way (Please indicate one of the four Priority areas and one outcome under the area checked-Refer to the United Way Monterey County Priority Areas document for details)

- Basic Needs  Self-Sufficiency  Crisis to Stability  Successful Kids/Strong Families
- Food  Life Skills  Intervention  Youth/Young Adults achieve high school diploma or equivalency
- Shelter  Education  Prevention  Family Re/Natural Environment
- Access/Info  Affordable Housing  Child/Teen Leadership, Skills, Confidence, Relationships

**Common Impact Evaluation Form**

Community Foundation for Monterey County, First 5 Monterey County,  
 United Way Monterey County-  
 Impact Plan and Reporting Form

Organization Name: Monterey County Probation Department  
 Name of Program/Project Described Below: Child Abuse Prevention  
 Date Plan Created/Approved: April 28, 2011/June 15, 2012

Program Outcome: Children are Mentally and Physically Healthy\*  
 Target Population: Families on Probation for Domestic Violence

EXPECTED ACTIVITIES	INDICATORS	DATA COLLECTION	EXPECTED RESULTS	ACTUAL ACTIVITIES	ACTUAL RESULTS
Case Management including Home Visiting (see SOW for details)	Parental resilience Social connections Knowledge of parenting and child development Children's social and emotional development	Conduct Family Development Matrix with parents at intake and exit months. Advocate will administer surveys; and complete data entry in Persimmony.  Probation officer will review records for recidivism rate annually.  Advocate will administer the CAP Participant Questionnaire at the end of service.	80% of parents will improve one level in at least 6 outcome areas by exit.  Less than 5% of perpetrators will have another incident of domestic violence within a year.		
PEACCE Group Parenting Classes (see SOW for details)	Parental resilience Social connections Knowledge of parenting and child development Children's social and emotional development	Conduct Parenting Ladder survey with FACES scale with parents at conclusion of parenting series. Parent educator will administer surveys; and complete data entry in Persimmony.	55% of parents will improve at least two steps on 10 items on the Ladder survey.  50% of parent will increase the number and frequency of reading they do with their children on the FACES scale.		

\*Note, that the CAP program is the only program in Vision area 3b in which the parent is the focus of service in the family unit rather than the child. Because of this, the ASQ/ASQ-SE is not required to be collected.

**Exhibit D – INSURANCE REQUIREMENTS**

As a condition of this Agreement FUNDED PARTNER must provide proof of insurance for the following and maintain in full force and effect, during the term of this Agreement, the following types of insurance:

- [X] **Commercial General Liability** [“occurrence” coverage]  
Minimum Limit \$1,000,000, with an Additional Insured Endorsement (see below)  
  
*Additional Insured Endorsement shall name Monterey County Children and Families Commission, the individual members thereof, and all F5MC officers, agents, employees, and its Board of Directors as Additional Insureds with respect to services being provided, including ongoing and completed operations. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.*
- [X] **Professional Liability**  
Medical \$1,000,000/3,000,000, Other \$1,000,000
- [X] **Sexual Abuse Liability**  
Minimum Limit \$1,000,000
- [X] **Automobile insurance**  
Minimum Limit \$250,000 per person, \$500,000 aggregate, \$100,000 property damage for each vehicle to be operated in association with this Agreement
- [X] **Workers’ Compensation**  
Required for all FUNDED PARTNERS with employees  
Statutory Limits or \$1,000,000, Employers Liability minimum \$100,000

*Please have Insurance Certificates with all Additional Insured Endorsements sent to First 5 Monterey County, 1125 Baldwin Street, Salinas, CA 93906, Attention: Administrative Manager.*

- A. All Insurance Certificates showing proof of insurance must include a 30-day Notice of Cancellation endorsement.
- B. F5MC’s legal name, Monterey County Children and Families Commission, must be used on all insurance certificates and endorsements
- C. All insurance provided required under this Agreement shall be primary coverage with respect to F5MC, and any insurance or self insurance maintained by F5MC shall be in excess of FUNDED PARTNER’s insurance coverage and shall not contribute to FUNDED PARTNER’s coverage. F5MC is to be notified immediately if any aggregate insurance limit is exceeded.
- D. Failure to provide these documents shall be grounds for termination or suspension of this Agreement.
- E. It is the responsibility of FUNDED PARTNER to confirm that any and all subcontractors that FUNDED PARTNER may use for the completion of this Agreement comply with all terms and conditions of the insurance provisions.

- F. Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to F5MC.
- G. Evidence of Self Insurance: For FUNDED PARTNERS who are self-insured, legally adequate evidence of self-insurance meeting the approval of F5MC's Legal Counsel may be submitted for any coverage required above. For Workers' Compensation, FUNDED PARTNER must submit a copy of the Self Insured Certificate issued by the State of California.

Prior to any obligations of F5MC, FUNDED PARTNER shall file certificates of insurance with F5MC, showing that FUNDED PARTNER has in effect the insurance required by this contract. FUNDED PARTNER shall file a new or amended certificate including applicable endorsements promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file.

**Exhibit E – APPLICABLE LAWS REGARDING NON-DISCRIMINATION**

- **California Fair Employment and Housing Act**, Govt. Code Sec. 12900 et seq., and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing F5MC); **Section 12940 (c), (h), (i), and (j)**;
- **California Government Code Secs. 11135 - 11139.5, as amended** (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;
- **Title I-III of the Americans with Disabilities Act of 1990**, 42 U.S.C. sections 12111-12117, 12131-12165 & 12181-12189 inclusive
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq.;
- **Monterey County Code**, Chap. 2.80;
- **Age Discrimination in Employment Act 1975, as amended (ADEA)**, 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **Labor Code Sec.1102.1;**
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **Food Stamp Act of 1977, as amended, and in particular Section 272.6;**
- **California Civil Code, Section 51 et seq., as amended;**
- **California Government Code Section 4450;**
- **Title 22, California Code Of Regulations, Section 98000-98413;**
- **The Dymally-Alatorre Bilingual Services Act;**
- **Section 1808 Removal Of Barriers To Inter Ethnic Adoption Act Of 1996;**
- **Division 21 Civil Rights and Cultural Awareness Training**
- **Federal False Claims Act, 31 U.S.C. Sec. 3729 et. seq.** California False Claims Act, California Government Code Sec. 12650 et. seq.



**Exhibit F – APPLICABLE LAWS REGARDING CONFIDENTIALITY**

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

**Exhibit G - LEAD AGENCY RESPONSIBILITIES**

The Lead Agency for this Agreement shall carry out the following responsibilities:

1. Coordinate between F5MC and the collaborative subcontracting agencies under this Agreement for dissemination of information, submission of required reports in a timely manner, and enforcement of the terms and conditions of this Agreement. The Lead Agency shall ensure that the terms and conditions of this Agreement with F5MC are incorporated into all subcontracts. The Lead Agency shall withhold funds and/or delay the release of funds to the subcontractor agencies if they fail to comply with the terms and conditions of this Agreement. The Lead Agency shall notify F5MC if funds are withheld or deleted from subcontractor agencies for noncompliance.
2. Monitor subcontractors to review and evaluate progress toward contract performance and adherence to contract requirements on a quarterly basis unless otherwise specified. Monitoring procedures shall include, but are not limited to, review of the program and fiscal management of the collaborating subcontractor agencies, as related to funded services, documentation of client eligibility, establishment of program and budgetary control procedures, and adherence to performance goals. The Lead Agency shall report to F5MC on its monitoring activities in regularly scheduled reports, or upon request. The Lead Agency shall process cash requests for subcontractors and shall ensure that payments are released in accordance with the budget specified in this Agreement.