

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Monterey County Children and Families Commission dba First5 Monterey County,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

support to the Bright Beginnings Early Childhood Development Initiative focusing on Maternal Mental Health Task Force projects, start up of the Home Visiting Triage/Coordination Hub, and local resources coordination.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 290,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 28, 2019 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Modifications To County Standard Agreement

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

see Exhibit B

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including ~~owned, leased,~~ non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

~~**Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

See Exhibit B

See

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| | |
|--|---|
| FOR COUNTY: Edward Moreno, MD, MPH, Health Officer, Director of Public Health | FOR CONTRACTOR: Francine Rodd, Executive Director |
| Name and Title 1270 Natividad Road Salinas, CA 93906 | Name and Title 1125 Baldwin Street Salinas, CA 93906 |
| Address (831) 755-4585 | Address (831) 444-8549 |
| Phone: | Phone: |

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

| COUNTY OF MONTEREY | CONTRACTOR |
|---|---|
| By: _____ Contracts/Purchasing Officer | Monterey County Children and Families Commission DBA First5 Monterey County |
| Date: _____ | Contractor's Business Name* |
| By: _____ Department Head (if applicable) | By: <u><i>Francine Rodd</i></u> (Signature of Chair, President, or Vice-President) * |
| Date: _____ | FRANCINE RODD - EXECUTIVE DIRECTOR Name and Title |
| By: _____ Board of Supervisors (if applicable) | Date: <u>10/2/19</u> |
| Date: _____ | |
| Approved as to Form ¹ | |
| By: <u><i>Stan Jatta</i></u> Dep County Counsel | By: <u><i>Kerstine A Curtis</i></u> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) * |
| Date: <u>10/1/19</u> | Kerstine A Curtis - Controller Name and Title |
| Approved as to Fiscal Provisions ² | |
| By: <u><i>[Signature]</i></u> Auditor/Controller | Date: <u>10/2/19</u> |
| Date: <u>10-11-19</u> | |
| Approved as to Liability Provisions ³ | |
| By: _____ Risk Management | |
| Date: _____ | |

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required
² Approval by Auditor-Controller is required
³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A
Scope of Services / Payment Provisions
To the Standard Agreement between The County of Monterey
and
Monterey County Children and Families Commission
dba First 5 Monterey County (F5MC)

I. BACKGROUND

This Monterey County Health Department contract with the Bright Beginnings Early Childhood Development Initiative (fiscally sponsored by F5MC) will provide one-time funding for the following: Maternal Mental Health Task Force planning; the Home Visiting Triage and Coordination Hub design; and coordination of local resources and policies to increase the availability of early child care.

The collaborative work of the Bright Beginnings Initiative is guided by the countywide early childhood development strategic framework, “Together, Preparing Every Child for Life and School,” which after one year of the launch of the framework, has already reinforced a shift in how we approach our work. Projects are multidisciplinary and cross-agency and designed around the holistic wellbeing of a child. The overarching goal is systems change.

The primary objectives of the strategic framework are to universally double the proportion of children ready for Kindergarten, from 25% to 50% of children, and specifically to decrease the gap in Kindergarten readiness between children of low-income and children of non-low-income families, by 2025. The strategic framework includes 13 strategies that fall under four key drivers of child wellbeing. All activities are designed around the Bright Beginnings core principles to achieve systems change. The conditions of systems change include influencing policies, practices, resource flows, relationships and connections, power dynamics, and mental models. The following funded projects described below fall under the indicated key driver strategies.

Overview of Key Driver Strategy-Aligned, Funded Change Projects

| PROJECT | KEY DRIVER & STRATEGY | FUNDING |
|--|--|------------------|
| A. Maternal Mental Health Task Force Planning <i>Objective:</i> Increase awareness, assessment, and treatment of perinatal mood and anxiety disorder. | Empowered Families Improve support for parents’ and caregivers’ mental health | \$25,000 |
| B. Home Visiting Triage and Coordination Hub Design <i>Objective:</i> Improve coordination of home visiting services across agencies to serve more children and families; and to maximize current and attract new resources. | Families Surrounded by Support Scale up home visiting programs for families with young children. | \$160,000 |
| C. Early Childhood Education Policy & Systems Transformation Coordination <i>Objective:</i> Maximize current and attract new federal, state and local resources to increase access to quality, affordable child care for all families. | An Equitable System Transform early care and education systems to increase access and improve quality. | \$105,000 |
| | TOTAL | \$290,000 |

A. Monterey County Maternal Mental Health Task Force Planning (\$25,000)

Aligned with Bright Beginnings Strategy: Empowered Families - Improve support for parents’ and caregivers’ mental health

Objective: Increase awareness, assessment, and treatment of perinatal mood and anxiety disorders.

Bright Beginnings will provide facilitation for planning and coordination for the Monterey County Maternal Mental Health Task Force and/or other related change projects to increase awareness, assessment, and treatment of perinatal mood and anxiety disorders. The Task Force, which includes members from agencies across the community, is led by the Behavioral Health Prevention Manager and has been in existence for several years. Bright Beginnings has been supporting the Task Force since mid-2018, and successfully increase the capacity and focus of its work, including the development of a theory of change. During FY 2019-2020, Bright Beginnings will support the Task Force to plan and implement the types of activities as described below.

Project Details for the Maternal Mental Health Task Force FY 2019-2020:

| Activity | Deliverable(s) | Timeline | Est. Cost |
|--|--|------------------------------|-----------------|
| <u>Task Force Support:</u> Prep, facilitation and follow up for task force meetings (min of 6). | Meeting agendas | Dec 31, 2019 & June 30, 2020 | \$2,500 |
| <u>Task Force Support:</u> Project design, project management. Create and update project action plans, logic models, impact evaluation. | Project plans | Dec 31, 2019 & June 30, 2020 | \$2,500 |
| <u>Network Expansion:</u> Analyze current membership and identify sector and discipline gaps in representation. | Network map | Dec 31, 2019 | \$2,500 |
| <u>Network Expansion:</u> Identify, recruit and onboard members that fit network map and project needs. | Outreach plan | Dec 31, 2019 & June 30, 2020 | \$2,500 |
| <u>Training:</u> Identify needs, type of training, and hold training to develop clinical and supportive maternal mental health services. | Training | Jun 30, 2020 | \$10,000 |
| <u>Awareness Raising:</u> Public information campaign may include radio spots, social media, leadership breakfasts, distribution of collateral (e.g., posters, flyers, magnets, etc.). | Media campaign plan and implementation support | Dec 31, 2019 & June 30, 2020 | \$5,000 |
| Maternal Mental Health Task Force | | TOTAL | \$25,000 |

B. Home Visiting Triage and Coordination Hub Design (\$160,000)

Aligned with Bright Beginnings Strategy: Families Surrounded by Support - Scale up home visiting programs for families with young children.

Objective: Improve coordination of home visiting services across agencies to serve more children and families; and to maximize current and attract new resources.

In the summer of 2018, Bright Beginnings facilitated a convening of home visiting administrators to compile a landscape of current services and to conceptualize how to improve access to these services by more families through better coordination. The county administers a large part of the current home visiting services through CalWORKS and the Nurse Family Partnership. During FY 2019-2020, Bright Beginnings will support the collaborative design and launch of a centralized system to holistically assess

family needs and deploy new and existing qualified home visitors for children. This will include hiring staff and/or consultant(s) to develop an implementation plan and budget, and identify ongoing funding support through new and existing sources at the local and state levels.

Project Details for the Home Visiting Triage and Coordination Hub FY 2019-2020

| Activity | Deliverable(s) | Timeline | Est. Cost |
|---|-----------------------------------|------------------------------|------------------|
| <u>Asset Mapping</u> : Research and map current services, workforce, and facilities and identify needs. | Services map & gap analysis | Dec 31, 2019 | \$40,000 |
| <u>Data Sharing System</u> : Identify data sets, tools, systems, agreements to share client and program data across Hub partners for triage, outcomes and continuous improvement. | Data sharing system | Dec 31, 2019 & June 30, 2020 | \$40,000 |
| <u>Hub Design</u> : Co-create hub model to be navigated by clients and service providers (e.g., portal interface, process maps, decision-making trees, etc.) | Hub design | Dec 31, 2019 & June 30, 2020 | \$40,000 |
| <u>Project Funding</u> : Research and identify ongoing funding to sustain startup and implementation phases of Hub. | Sustainability plan | June 30, 2020 | \$10,000 |
| <u>Core Team Support</u> : Prep, facilitation and follow up for task force meetings (min of 4). | Meeting agendas and project plans | Dec 31, 2019 & June 30, 2020 | \$30,000 |
| Home Visiting Triage and Coordination Hub | | TOTAL | \$160,000 |

C. Early Childhood Education Policy & Systems Transformation Coordination (\$105,000)

Aligned with Bright Beginnings Strategy: An Equitable System - Transform early care and education systems to increase access and improve quality.

Objective: Maximize current and attract new federal, state and local resources to increase availability to quality, affordable child care for all families.

During the FY 2019-2020, Bright Beginnings will design a scope of work, recruit and hire staff and/or consultant(s) to strategically align local agencies and practices with upcoming state and federal policies and new state funding for child care. This includes strategy and alignment for facilities, workforce development, preschool and other holistic supports for early childhood development (approximately \$1.4 billion available statewide).

Project Details for ECE Policy & Systems Transformation Coordination FY 2019-2020

| Activity | Deliverable(s) | Timeline | Est. Cost |
|---|---------------------------------|------------------------------|------------------|
| <u>ECE Funding Research & Analysis</u> : research and present funding opportunities to support expansion of childcare spaces, workforce and facilities. | Funding matrix | Dec 31, 2019 & June 30, 2020 | \$35,000 |
| <u>Asset Mapping</u> : Research and map current services, workforce, and facilities; identify needs. | Services map & gap analysis | Dec 31, 2019 & June 30, 2020 | \$35,000 |
| <u>Project Funding</u> : Research and identify funding to sustain ongoing ECE Systems support. | Sustainability plan | June 30, 2020 | \$5,000 |
| <u>Partnership Support</u> : Ongoing presentation of data to partners and facilitation of deliberative processes. | Meeting agendas & presentations | Dec 31, 2019 & June 30, 2020 | \$30,000 |
| ECE Policy & Systems Transformation Coordination | | TOTAL | \$105,000 |

II. DETERMINATION OF COMPLIANCE

Upon request by County, Contractor will provide periodic progress reports throughout the duration of this Agreement. The determination of whether performance meets standard is at the sole judgment of the County. County will review these periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which Contractor shall make readily available upon request.

In the event County determines Contractor is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedies. These remedies may include, but are not limited to, requiring a corrective action plan, disallowing costs, changing the compensation schedule, reducing future allocations and/or terminating the Agreement.

Modifications to the Scope of Services: The Director of Health or designee may approve modifications to the specific tasks described above; however, any **modifications to compensation must be approved by the Board of Supervisors.**

III. PAYMENT PROVISIONS

COUNTY shall pay an amount **not to exceed \$290,000** for the performance of all things necessary for or incidental to the performance of work as set forth above in the Scope of Services.

Contractor will submit invoices to COUNTY as follows:

Upon completion of deliverables and submission of semi-annual reports, submit invoices for the periods listed below as follows:

July 1, 2019 – December 31, 2019 = \$145,000.00

January 1, 2020 – June 30, 2020 = \$145,000.00

IV. INVOICING AND PAYMENTS

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
2. Invoices shall be submitted to:
Monterey County Health Department
Edward Moreno, MD, MPH
Health Officer and Director of Public Health
1270 Natividad Road
Salinas, CA 93906
Telephone: (831) 755-4585
3. Invoices shall:
 - i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
 - ii. Bear the Contractor's name as shown on the agreement.
 - iii. Identify the billing and/or performance phase and deliverables covered by the invoice. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

V. EXPENSES/FISCAL DOCUMENTATION

1. Invoices, received from Contractor and accepted and/or submitted for payment by the County, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and provide to County upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of allowable expenses.

Exhibit B
MODIFICATIONS TO THE COUNTY STANDARD AGREEMENT

8.0 INDEMNIFICATION

8.01 Delete this section and insert the following "Mutual Indemnification ".

Mutual Indemnification

County hereby agrees to indemnify, defend, and save harmless CONTRACTOR and its officers, agents, and employees to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by County or County's officers, agents and employees arising from its negligent acts, errors, and omissions in the performance of this agreement.

CONTRACTOR hereby agrees to indemnify, defend, and save harmless County and its officers, agents, and employees to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by CONTRACTOR OR CONTRACTOR's officers, agents and employees arising from its negligent acts, errors, and omissions in the performance of this agreement.

10.0 RECORDS AND CONFIDNETIALITY

10.05 Royalties and Inventions -This section is deleted from the Standard Agreement.