

**F5MC MONTEREY COUNTY
FY 2016-17 AGREEMENT TO DISTRIBUTE FUNDS**

ORIGINAL

The Parties hereto, F5MC Monterey County aka Monterey County Children and Families Commission (hereinafter referred to as "F5MC"), a public agency, and the Monterey County Department of Social Services (hereinafter referred to as "DSS"), and Door to Hope, hereby enter into the following Agreement:

RECITALS:

WHEREAS, the total amount awarded to Door to Hope for the MCSTART program by F5MC for the funding cycle July 1, 2016 through June 30, 2017 is \$282,278.

WHEREAS, DSS desires to provide approximately \$274,000 of its Perinatal Substance Abuse/HIV Infant, aka Options for Recovery (hereinafter referred to as "SA/HIV"), allocation from the State of California to Door to Hope's MCSTART program, however, per DSS, the State requires a county share for the aforementioned allocation. The county's share cannot be paid by the provider receiving the allocation. In order to allow DSS to provide a portion of the SA/HIV allocation to Door to Hope's MCSTART program without a net cost to the county, Door to Hope requested F5MC to reduce its award to the MCSTART program by \$44,247 and enter into agreement with DSS for a not to exceed amount of \$44,247 for use as the County's share of the SA/HIV allocation.

WHEREAS, the SA/HIV funds provided by DSS to Door to Hope are to be used to further the MCSTART program objectives previously approved by F5MC. Door to Hope will report on the use of the SA/HIV funds, including the county share provided by F5MC, in its bi-annual reports to F5MC. Door to Hope has provided to F5MC and DSS a budget and narrative indicating where the SA/HIV funds will be used.

WHEREAS, the grant reduction to Door to Hope is as follows:

	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY16/17	Totals
Original Allocation	\$278,442	\$282,280	\$282,278	\$282,278	\$282,278	\$1,407,556
Transfer to DSS	<\$36,194>	<\$41,353>	<\$40,394>	<\$42,241>	<\$44,247>	<\$204,429>
Total	\$242,248	\$240,927	\$241,884	\$240,037	\$238,031	\$1,203,127

AGREEMENT:

The parties agree as follows:

1. F5MC agrees to provide DSS an amount, not to exceed \$44,247 as the required county share of the SA/HIV allocation from the State. DSS has indicated that the total SA/HIV funds will be provided to Door to Hope as additional funding for the Door to Hope's MCSTART program.
2. DSS agrees that the SA/HIV funds received by Door to Hope shall be utilized for the objectives previously approved in the Door to Hope/MCSTART contract with F5MC and

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no limitations exist which would prevent the use of the SA/HIV funds for such objectives.

3. The actual amount of the SA/HIV county share paid by F5MC to DSS as part of this agreement shall be the share of cost required by the State for the actual amount of SA/HIV funds transferred to Door to Hope from DSS. The actual amount of the reimbursement requested from F5MC may vary based upon the federal discount rate in effect for the period of time the charges were incurred, but in no case shall exceed \$44,247 for the term of this contract. DSS agrees to provide proof to F5MC of the amount of actual SA/HIV funds transferred to Door to Hope as part of this agreement. The amounts used in this agreement are as per the following budget:

Salaries and Benefits	Total Contract	F5MC Share
Director of Clinical and Mentoring Services (.5 FTE)	22,250	3,130
Mentor Moms/Dads Coordinator (1.0 FTE)	58,619	8,155
Benefits (FTE @ 22%)	17,846	2,483
Subtotal Salaries and Benefits	98,965	13,768
Operating Costs		
Services, Supplies, and Training	185,000	25,738
Indirect @ 12%	34,076	4,741
Subtotal Operating Costs	219,076	30,479
Grand Total	\$ 318,041	\$44,247

4. DSS shall submit all invoices, in the form of an annual expenditure report for payment no later than July 15, 2017. The form shall contain an itemization of all costs and fees. Door to Hope shall independently confirm the use of the SA/HIV funds in its bi-annual reports to F5MC. A copy of these reports shall be made available to DSS upon request. The invoice from DSS shall be accompanied by proof that the SA/HIV funds were transferred to Door to Hope for the time period of the invoice. DSS shall send invoices to F5MC for review and processing. F5MC will make payment to DSS within thirty (30) days of receipt and upon approval of the invoice.

5. Indemnification

- A. To the fullest extent permitted by law, COUNTY shall defend, indemnify, and hold harmless F5MC and its officers, agents, departments, officials, representatives, and employees, from and against any and all claims, judgments, debts, liabilities, losses, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of, and including, but not limited to the performance of COUNTY obligations, or any act or omission of COUNTY, COUNTY'S subcontractors or anyone directly or indirectly employed by COUNTY under this Agreement; excepting any claims, judgements, debts, liabilities, losses, costs, damages, injury or death, fees, expenses, demands or actions that arise from

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the negligence or willful misconduct of F5MC, F5MC' subcontractors, or anyone directly or indirectly employed by F5MC under this agreement.

- B. To the fullest extent permitted by law, F5MC shall defend, indemnify, and hold harmless COUNTY and its officers, agents, departments, officials, representatives, and employees, from and against any and all claims, judgments, debts, liabilities, losses, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of, and including, but not limited to the performance of F5MC obligations, or any act or omission of F5MC, F5MC subcontractors or anyone directly or indirectly employed by F5MC under this Agreement, excepting any claims, judgements, debts, liabilities, losses, costs, damages, injury or death, fees, expenses, demands or actions that arise from the negligence or willful misconduct of COUNTY, COUNTY'S subcontractors, or anyone directly or indirectly employed by the COUNTY under this Agreement..

6. Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to agreements made, and to be performed, entirely within Monterey County, California.

7. Termination Due to Cessation of State funding

The parties shall have the right to terminate this Agreement upon three (3) calendar days written notice in the event that the funding source for this agreement is reduced, suspended, or terminated for any reason. Each party hereby expressly waives any and all claims against the other party for damages arising from the termination, suspension, or reduction of funds provided by the State or Federal government to F5MC and/or DSS for the program under which this Agreement is made, or of the portion thereby delegated by this Agreement.

8. Termination

This Agreement may be terminated by mutual consent of the parties. Either party may terminate the Agreement by giving written notice of termination to the other party at least fifteen (15) calendar days prior to the effective date of termination. In the event of termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

9. Modification of Agreement

This Agreement may be amended or modified by mutual agreement of the parties. Such amendment or modification shall be reduced to writing, signed by the parties, and attached to the original Agreement.

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10. Notice

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid First Class Mail, with return receipt, addressed as stated in the Agreement, below. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is date of delivery reflected upon a return receipt.

11. Waiver

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right under this Agreement or any provision of the Agreement.


12. Entire Contract

This Agreement constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations, made or entered into by F5MC or DSS except those contained or incorporated herein. All such terms and conditions contained herein constitute the final and complete expressions of such terms and conditions. Incorporated by reference are the Door to Hope/MCSTART-DSS funding grant agreement and the revised Door to Hope/MCSTART-F5MC budget and narrative indicating the use of the SA/HIV funds.

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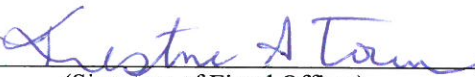
F5MC MONTEREY COUNTY

1125 Baldwin Street
Salinas, California 93906
Phone (831) 444-8549
Fax (831) 444-8637

By 
(Signature of Executive Director)

Francine Rodd, Executive Director
(Print Name, Title)

Date: 6/27/16


By 
(Signature of Fiscal Officer)

Kerstine A. Town, Controller
(Print Name, Title)

Date: 6/24/16


DOOR TO HOPE

130 Church Street, Suite 3
Salinas, CA 93901
Phone (831) 758-0181
Fax (831) 758-5127

By 
(Signature)

Chris Shannon, Executive Director
(Print Name, Title)

Date 6/28/16


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Dep. Co. Co
7-13-16

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DEPARTMENT OF SOCIAL SERVICES

Family and Children's Services
1000 S. Main Street, Suite 112
Salinas, California 93901
Phone (831) 755-8596
Fax (831) 755-4600

MONTEREY COUNTY:

By 
(Signature)

Elliott Robinson, Director
(Print Name, Title)

Date 7/15/16

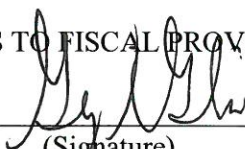
APPROVED AS TO LEGAL FORM:

By 
(Signature)

C. Breerton
(Print Name, Title)

Date 7-13-16

APPROVED AS TO FISCAL PROVISIONS:

By 
(Signature)

Garry K. Conway, Chief Deputy Auditor-Clerk
(Print Name, Title)

Date 7-13-16