

**AMENDMENT NO. 4
TO THE
STANDARD AGREEMENT
BETWEEN THE
COUNTY OF MONTEREY
AND
MONTEREY COUNTY CHILDREN AND FAMILIES COMMISSION DBA
FIRST 5 MONTEREY COUNTY**

This Amendment No. 4, effective July 1, 2016, to Standard Agreement No. A-12594 ("Agreement") is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Monterey County Children and Families Commission DBA First 5 Monterey County, hereinafter referred to as "CONTRACTOR." County and CONTRACTOR are sometimes referred to in this Amendment No. 4 as the ("Parties").

WHEREAS, on October 22, 2013, COUNTY entered into the Agreement with CONTRACTOR in the amount of \$300,000.00 to provide services that complete Phase 1, and implementation services of Phases 2 and 3 of the Early Childhood Development Initiative in Monterey County, hereinafter referred to as "Agreement". This action was approved by the Board of Supervisors on November 5, 2013 (Agreement No. A-12594; File No. A 13-258).

WHEREAS, Amendment No. 1 replaced Exhibit A with Exhibit A.1, Scope of Services/Payment Provisions to amend A. Deliverables: Phase 2: Outreach; and amend B. Payment Provisions, to allow for a lump sum payment in the amount of \$300,000.00.

WHEREAS, Amendment No. 2 extended the term of the Agreement for one year, for a new term of October 22, 2013 to June 30, 2015, added additional funding in the amount of \$300,000.00 for a revised total amount not to exceed \$600,000.00; and replaced Exhibit A.1 with Exhibit A.2 Scope of Services/Payment Provisions.

WHEREAS, Amendment No. 3 extended the term of the Agreement for one year, for a new term of October 22, 2013 to June 30, 2016, added additional funding in the amount of \$300,000.00 for a revised total amount not to exceed \$900,000.00; and replaced Exhibit A.2 with Exhibit A.3 Scope of Services/Payment Provisions.

WHEREAS, this Amendment No. 4 will: extend the term of the Agreement for one year, for a new term of October 22, 2013 to June 30, 2017; add additional funding in the amount of \$300,000.00 for a revised total amount not to exceed \$1,200,000.00; and replaced Exhibit A.3 with Exhibit A.4 Scope of Services/Payment Provisions.

NOW THEREFORE, both parties hereby agree to amend the Agreement as follows:

1. Amend 3.0 Payment Provisions, second sentence to read as follows: The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,200,000.00; and

2. Amend 4.0 Term of Agreement, first sentence to read as follows: The term of this Agreement is from October 22, 2013 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement; and
3. Exhibit A.4, Scope of Services/Payment Provisions replaces Exhibit A.3; and
4. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 to the Agreement as of the day and year last written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: _____
Deputy County Counsel

Date: 6/27/2016

Approved as to Fiscal Provisions ²

By: _____
Auditor/Controller

Date: 6-28-16

Approved as to Liability Provisions ³

By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement Number: A-12594

CONTRACTOR

Monterey County Children and Families
Commission DBA First 5 Monterey County

Contractor's Business Name*

By: _____
(Signature of Chair, President, or
Vice-President)*

EXECUTIVE DIRECTOR
Name and Title

Date: 6/27/16

By: _____
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

Kerstin A. Town - Controller
Name and Title

Date: 6/27/16

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

EXHIBIT A.4
Scope of Services / Payment Provisions
To the Standard
Agreement Between
County of Monterey
And
First 5 Monterey County

This Amendment No. 4 will not be deemed fully executed until the Monterey County Board of Supervisors (hereinafter "BOS") approves the Amendment and the Monterey County Children and Families Board of Commissioners also approves the Amendment.

BACKGROUND

The County of Monterey, (hereinafter "County") through its legislative platform and budget allocations is very supportive of the development of Bright Beginnings formally known as Early Childhood Development Initiative (ECDI) in Monterey County.

Early childhood development has been identified by both the Board of Supervisors and the Monterey County Children's Council as critical for the economic and social success of our county. Investments in quality early childhood development programs bring returns of 10-17% to the economy in increased income and tax revenues and reductions in remedial programs and justice system expenditures.

The BOS identified early childhood development as a priority in the Monterey County Legislative Program 2014-2015. The Monterey County Children's Council developed The Early Childhood Development Initiative, now known as Bright Beginnings, which utilizes the Collective Impact model where cross-sector organizations work together to identify common goals, strategies and measurements to make the needed changes in a community. Phase 1 of the Initiative included researching and identifying common goals. The common goals and geographic priority areas were selected. Collaborative Action Teams (CATs) in five participating communities were identified. Outreach and education materials were developed and discussion has begun around a common data base. The evaluation framework for the Initiative was developed and evaluation of the Initiative has begun. Cross-sector and cross geographic organizations are identifying common strategies, approaches and policies that need to be implemented county-wide through the Policy and Advocacy Network. In Fiscal Year 2015-2016 Gonzales joined the five existing CATs (Pajaro, North County, Salinas, Monterey Peninsula, and Greenfield) bringing the number to six. Most community level CATs have begun intentional implementation of strategies aimed at reducing disparities and providing children with the opportunities they need to succeed in school and life.

In Fiscal Year 2016-2017, the Bright Beginnings will continue to utilize the collective impact framework which emphasizes five key elements: common vision, mutually reinforcing activities, continuous communication, shared data measurement, and backbone support. Actions taken will move the Initiative along a continuum from "Developing" to "Fostering," as described in the scope of services. The deliverables in each of the categories will not occur sequentially but will be performed concurrently.

The vision and mission of Monterey County Children and Families Board of Commission, also known as First 5 Monterey County (hereinafter "Contractor") is closely aligned with that of Bright Beginnings and Contractor will serve as an effective co-manager and organizer for the Initiative.

A. SCOPE OF SERVICES

Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.

Contractor's Responsibilities:

FY2013-2014:

Phase 1: Research and Assessment

- Complete data disaggregation of the ECDI indicators countywide.
- Develop structure for community opportunities and commitments.
- Investigate and create structure for Policy and Advocacy Network.
- Design ECDI participation and commitment documents.
- Consult with STRIVE Together to ensure coordination and alignment with CSUMB's Cradle to Career Initiative.

Phase 2: Outreach

- Develop outreach materials for public distribution.
- Develop outreach plan to ensure community involvement for regional meetings.
- Hire staff members to implement ECDI.
- Form partnerships with individuals and organizations to leverage existing resources.
- Present informational sessions to specific populations for feedback (i.e. faith community, teachers, elected officials, etc.).
- Plan and hold meetings in 4 regions throughout the county to receive feedback on strengths, challenges, and needs of communities for the ECDI process.

Phase 3: Capacity Building

- Build Backbone capacity to implement the Collective Impact approach.
- Research local community asset mapping needs and providers.
- Collaborate on the design and implementation of the Collective Impact Learning Community.
- Research common data measurement systems.

FY 2014-2015:

For FY 2014-2015, ECDI continues to work in the categories of Outreach, and Capacity Building as well as Implementing, Improving and Expanding. Because the deliverables in each of the categories will not occur sequentially but be performed concurrently, the deliverables below are not designated in Phases.

A. Outreach

1. Strategize media campaign for early childhood development awareness.

2. Engage unrepresented and underrepresented community groups to participate in the ECDI process.
3. Present informational sessions on ECDI to various stakeholders.

B. Capacity Building

1. Prepare and conduct local community asset mapping in communities with Intensive Collaborative Action Teams.
2. Research, identify and train on data measurement systems, where necessary.
3. Strategize alignment of collective impact approaches throughout Monterey County.
4. Explore partnerships with individuals and organizations to leverage existing resources.
5. Support the formation of Intensive Collaborative Action Teams and Collaborative Action Teams around the county.
6. Assist Intensive Collaborative Action Teams to create a local ECDI action plan.

C. Implementing, Improving and Expanding

1. Implement Policy Advocacy Network.
2. Conduct Request for Engagement process through the Monterey County Children's Council to identify the Intensive Collaborative Action Teams and the Collaborative Action Teams.
3. Support selected Intensive Collaborative Action Teams in the implementation of their action plans.
4. Develop communication tools for use by ECDI, Intensive Collaborative Action Teams and Collaborative Action Teams.

FY 2015-2016:

For FY 2015-2016, ECDI will continue in the following categories: Outreach, Capacity Building, as well as Implementation, Improving and Expanding.

A. Outreach

1. Implement media campaign for early childhood development awareness.
2. Continue to engage unrepresented and underrepresented community groups to participate in the ECDI process.
3. Present informational sessions on ECDI to various stakeholders.

B. Capacity Building

1. Build capacity of local Collaborative Action Teams to develop and implement action plans.
2. Identify and train Collaborative Action Team members and ECDI staff/Backbone on data measurement systems, where necessary.
3. Strategize alignment of collective impact approaches through the Monterey County Champions for Change, which includes other initiatives such as: California State University Monterey Bay's Cradle to Career Initiative -- Bright Futures; and United Way's IMPACT Monterey County. Build a community of practice for common outcomes, processes and needs.
4. Explore partnerships with individuals and organizations to leverage existing resources.

C. Implementing, Improving and Expanding

1. Increase capacity for civic engagement of local champions through the Policy Advocacy Network.

2. Support Collaborative Action Teams in the identification of strategies and mutual reinforcing activities to implement their action plans.
3. Identify specific continuous communication needs and develop tools for use by ECDI and the CATs.
4. Evaluate the progress of ECDI using commonly recognized approaches to evaluate Collective Impact Initiatives.
5. Use evaluation feedback to inform Initiative improvements.

FY 2016-2017:

For FY 2016-2017, Bright Beginnings will continue work towards improving outcomes utilizing the Collective Impact framework, which emphasizes five key elements: common vision, mutually reinforcing activities, continuous communication, shared data measurement, and backbone support. Actions taken during FY2016-2017 will move the Initiative along the continuum from “Developing” to ‘Fostering.’”

Collective Impact Framework	Developing	Fostering
<u>Common Vision:</u> All participants share a vision for change that includes a common understanding of the problem and a joint approach to solving the problem through agreed-upon action.	Information is consistently shared on the state of the issue. Dialogues are held to discuss the issue.	Collaborative Action Teams (CATS) consistently inform the community of progress.
	Collaborative Action Teams (CATS) partners achieve a common understanding of the problem	Larger community is aware of CATS’ work
	Partners and the broader community articulate the problem	CATS consistently mobilize the community to prioritize the indicators
<u>Mutually Reinforcing Activities</u> A diverse set of stakeholders, typically across sectors, coordinate a set of differentiated activities through a mutually reinforcing plan of action.	CATS develop an action plan that clearly specifies the activities that different partners have committed to implementing	Partners coordinate their activities to align with the Action Plan
	Partners collaborate within and across working groups	Partners routinely review programs and systems to ensure consistent feedback and improvement
	CAT members sign agreements to share relevant data	Funders of partner organizations align their resources to support the Action Plan
<u>Shared Measurement</u> All participating organizations agree on the ways success will be measured and reported, with a short list of common indicators identified and used for learning and improvement.	Develop a data sharing agreement	Partners use a reporting and reflection of data (feedback loop) for decision making
	CAT members sign agreements to share relevant data	CATS continually review selected indicators for accuracy and validity
	CATS adopt a shared data system for recording indicator aggregate data	Quality data on a set of meaningful indicators is available to partners in a timely manner
	Partners have a common understanding of data and terms	CATS adapt the shared data system to report on individual data

<u>Continuous Communication</u> All players engage in frequent and structured open communication to trust, assure mutual objectives, and create common motivation.	The Initiative engages external stakeholders in regular meetings and integrates their feedback into the overall strategy	An external communications plan communicates to the larger community the impact of the Initiative
	A series of talking points and presentations exist for a variety of different audiences to connect with the Initiative	Structures and processes are in place to engage the Initiative's external stakeholders, keeping them informed and inspired
	A variety of different outreach methods, including website, social media, etc. promote the Initiative	
<u>Backbone/Infrastructure Support</u> An independent, funded staff dedicated to the initiative provides ongoing support guiding the initiative's vision and strategy, supporting aligned activities, establishing shared measurement building public will, advancing policy, and mobilizing resources.	The Steering Committee effectively guides the Initiative's vision and strategy	The Steering Committee regularly reviews data from the shared measurement system on progress toward goals and uses it to inform strategic decision making
	The Backbone effectively informs the Steering Committee members on issues of strategic importance	The Backbone and Steering Committee visibly and vocally communicates the importance of the shared measurement system for the Initiative
	The Steering Committee and Backbone reach out to policymakers and build relationships	The Backbone provides project management support connecting partners to discuss opportunities, challenges, gaps and overlaps
		The Backbone and Steering Committee celebrate and disseminate achievements of Collective Impact partners internally and externally
	CATS' representatives help identify local, state and national policies they would like to work on.	The Backbone equips partners for effective advocacy
	The Policy Advocacy Network strategizes on policy issues.	CAT members actively participate in Bright Beginnings Policy Advocacy Network events and trainings
<u>Learning Culture</u> All participants contribute to an environment dedicated to learning from what has worked and what hasn't, through support, trust and respect.	The Initiative establishes a culture of trust respect and humility among partners	The Initiative utilizes systems and established structures to make data informed decisions
	People of different cultures and backgrounds feel respected and heard within the Initiative	The Initiative actively solicits and acts on feedback from community members and other external partners
<u>Collective Impact Capacity</u> The Initiative has the skills, talents and resources necessary to support moving forward with the vision and mission.	CATS' identify the resources necessary to move the Initiative forward	The skills and capacities of participating CATS' organizations improve
	Local Anchor agencies help to facilitate the CATS' process.	Participating organizations report improved management and administrative capacity

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.

B. PAYMENT PROVISIONS

COUNTY shall pay an amount **not to exceed \$1,200,000.00** 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:

1. FY 2013-14 - Upon completion of deliverables for the period of October 22, 2013 to June 30, 2014, submit one invoice in the amount of \$300,000.00; and
2. FY 2014-15 - Upon completion of deliverables and submission of semi-annual reports, submit invoices for the periods listed below as follows:

July 1, 2014 – December 31, 2014 = \$150,000.00

January 1, 2015 – June 30, 2015 = \$150,000.00 (2 x \$150,000.00 = \$300,000.00)

3. FY 2015-16 - Upon completion of deliverables and submission of semi-annual reports, submit invoices for the periods listed below as follows:

July 1, 2015 – December 31, 2015 = \$150,000.00

January 1, 2016 – June 30, 2016 = \$150,000.00 (2 x \$150,000.00 = \$300,000.00)

4. FY 2016-17 - Upon completion of deliverables and submission of semi-annual reports, submit invoices for the periods listed below as follows:

July 1, 2016 – December 31, 2016 = \$150,000.00

January 1, 2017 – June 30, 2017 = \$150,000.00 (2 x \$150,000.00 = \$300,000.00)

C. 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 in duplicate 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.

D. 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 expense allowability.