

FACILITY USE AGREEMENT
by and between
DOOR TO HOPE, INC.
And
COUNTY OF MONTEREY

This Facility Use Agreement ("Agreement") is entered into by and between DOOR TO HOPE, INC., a California non-profit corporation, hereinafter called "Door To Hope", and the COUNTY OF MONTEREY, Health Department Behavioral Health Bureau, a political subdivision of the State of California, hereinafter called "User".

RECITALS:

WHEREAS, the property known as Door To Hope is situated at 130 Gabilan Street in Salinas, California (hereinafter "Premises");

WHEREAS, Door To Hope operates on the Premises the Monterey County Screening Team for Assessment, Referral, and Treatment (MCSTART) program providing mental health services to children 0 through 11 and their families in Monterey County;

WHEREAS, Door To Hope and User agree to collaborate to provide mental health services on the Premises for the provision of the MCSTART program;

WHEREAS, User wishes to use five (5) private office spaces and two (2) shared therapy rooms located on the Premises to provide mental health services to the MCSTART program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1.0 Lease.

Subject to the terms and conditions set forth in this Agreement, Door to Hope authorizes User to use five (5) private office spaces as well as two (2) shared therapy rooms on the Premises to provide mental health services to the MCSTART program.

Door To Hope agrees to the following:

- Provide five (5) private office spaces exclusively to User and two (2) shared therapy rooms with access to meeting rooms and office equipment (telecommunications, printing, photocopying and fax machines) during regular business days and hours. The five (5) office spaces will be occupied by Behavioral Health staff assigned to the MCSTART program.

User agrees to the following:

- a. Use the five (5) private office spaces on Door to Hope Premises for the provision of mental health services to children and their families enrolled in the MCSTART program.

The MCSTART program services are detailed under a separate Agreement A-12779 between County and Door To Hope.

2.0 Term.

This Agreement shall be in full force and effect for a period of two (2) years commencing on July 1, 2015, and ending on June 30, 2017, subject to termination as hereinafter set forth. This Agreement will be reviewed and may be updated or revised by mutual consent. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

3.0 User Fee and Payment Provisions.

- 3.1 For the rights granted under this Agreement, User shall reimburse Door to Hope for actual expenses at fair market value for the space up to the amount of \$57,793. per fiscal year for use of the Premises as described above, with access to meeting rooms and office equipment (telecommunications, printing and photocopying) for the implementation of the MCSTART Program.
- 3.2 The total expenses shall be reimbursed on an fiscal year basis, not to exceed the total amounts as follows:

Description	Maximum Amount FY 2015-16	Maximum Amount FY 2016-17
Use of Office Equipment	\$25,600.	\$25,600.
Use of Premises – 1,458 Sq. Ft. @ \$1.84 per Sq. Ft. (at fair market value)	\$32,193.	\$32,193.
Total Annual Expenses Not To Exceed	\$57,793.	\$57,793.

In the event additional space is available and both parties agree, the above table can be modified to allow for reimbursement by User to Door to Hope for actual expenses at fair market value of the additional space allocated for User.

- 3.3 Subject to the limitations set forth herein, User shall pay to Door To Hope during the term of this Agreement an amount not to exceed \$115,586. for actual expenses at fair market value incurred under this Agreement.
Maximum Annual Liability:

FISCAL YEAR	AMOUNT
July 1, 2015 – June 30, 2016	\$57,793.
July 1, 2016 – June 30, 2017	\$57,793.
MAXIMUM TOTAL LIABILITY	\$115,586.

- 3.4 Door To Hope shall submit via email the initial annual claim within ten (10) days of the execution of this Agreement and the second/final invoice within 10 days of the fiscal year end (June 30, 2017), using the Behavioral Health Cost Reimbursement Form as provided in EXHIBIT A of this Agreement, with electronic signature along with supporting documentation, as may be required by the County to: **MCHDBHFinance@co.monterey.ca.us**.

4.0 Indemnification and Insurance.

- 4.1 **Mutual Indemnification.** Except as otherwise required by applicable law, County and Door To Hope agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to hold harmless and indemnify the other party against any and all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this Agreement.

Without limiting the foregoing, it is specifically understood and agreed that County shall be responsible for the repair of all damage to any premises at Door To Hope, caused by County, or by participants in County's programs, or by partners or collaborators with whom the County has contracted. County accepts sole responsibilities for and agrees to indemnify, defend and hold harmless Door To Hope for any injury, damage or loss of property brought to or inflicted upon Door To Hope by County or any participant in the County's activities, or by any partner or collaborator with whom the County has contracted.

During the term of this Agreement, both parties shall take out and maintain (a) commercial general liability insurance or program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.

- 4.2 **Other Insurance Requirements.** All insurance required by this Agreement shall be with companies mutually acceptable to Door To Hope and 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 termination of this Agreement. Each liability policy shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation,

or intended non-renewal thereof. Each policy shall provide coverage for Door To Hope and the County 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.

5.0 Supervision of User Personnel.

The User assumes full responsibility for the actions of User's staff while performing services pursuant to this Agreement and shall be solely responsible for the supervision and oversight of User staff.

6.0 Exhibit.

The following attached Exhibit is incorporated herein by reference and constitutes a part of this Agreement:

EXHIBIT A: Behavioral Health Cost Reimbursement Form

7.0 Notices.

All notices or demand to be given under this Agreement by either party to the other shall be in writing and given either by (1) personal service, or (2) by U.S. Postal mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Notices shall be considered given and received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions or this section.

At the commencement date of this Agreement the addresses of the Parties are as follows:

Door To Hope:

Chris Shannon, Executive Director
Door To Hope
130 Gabilan Street
Salinas, CA 93901
831-758-0181

User:

Elsa M. Jimenez, Director of Health
County of Monterey
1270 Natividad Road
Salinas, CA 93906
831-755-4526

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

DOOR TO HOPE, INC,

By: 

Chris Shannon,
Executive Director

Date: 8/9/16

COUNTY OF MONTEREY

By: _____

Elsa M. Jimenez
Director of Health

Date: _____

APPROVED AS TO FORM:

By: 

Stacy Saetta, *AB*
Deputy County Counsel

Date: Aug 23, 2016

APPROVED AS TO FISCAL:

By: 

Gary Giboney
Auditor Controller

Date: 8-23-16

**APPROVED AS TO LIABILITY
PROVISIONS**

RISK MANAGEMENT

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/

INSURANCE LANGUAGE

By: 

Date: 8-26-16

EXHIBIT A: BEHAVIORAL HEALTH COST REIMBURSEMENT FORM

Invoice Number :
County PO No.:
Invoice Period :
Final Invoice : (Check if Yes) ☐

Contractor : Door To Hope, Inc.
Address Line 1 130 Gabilan Street
Address Line 2 Salinas, CA 93901
Tel. No.: 831-758-0181
Fax No.:
Contract Term: 07/01/2015 - 06/30/2017
BH Division : Mental Health Services

BH Control Number

Description	Total Maximum Annual Amount	Amount Requested
County Use of Facilities at Door To Hope Premises for implementation of MCSTART program services	25,600.00	
County Use of Office Equipment at Door to Hope Premises (see above)	32,193.00	
TOTAL	57,793.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ **Date:** _____
Title: _____ **Telephone:** _____

Send to: Behavioral Health Administration
 MCHDBHFinance@co.monterey.ca.us
 Behavioral Health Authorization for Payment
 Authorized Signatory _____ Date _____