

**AGREEMENT BETWEEN  
FIRST 5 MONTEREY COUNTY  
AND  
COUNTY OF MONTEREY – PROBATION DEPARTMENT**

<b>COLLABORATIVE PARTNER</b>	County of Monterey – Probation Department
<b>LEAD AGENCY of INTEGRATED SERVICE COLLABORATIVE:</b>	Door to Hope
<b>PROJECT:</b>	Integrated Service Collaboratives
<b>AGREEMENT TERM:</b>	July 1, 2017 through June 30, 2021
<b>AGREEMENT AMOUNT:</b>	\$510,335
<b>CONTACT PERSON:</b>	Aaron Kaelin, Probation Services Manager
<b>TELEPHONE:</b>	(831) 784-5761
<b>EMAIL:</b>	kaelina@co.monterey.ca.us
<b>ADDRESS:</b>	20 E. Alisal St., Salinas, CA 93905

This Agreement is between MONTEREY COUNTY CHILDREN & FAMILIES COMMISSION, publicly known as FIRST 5 MONTEREY COUNTY, referred to as “F5MC”, and COUNTY OF MONTEREY – PROBATION DEPARTMENT, referred to as “PARTNER”, to implement an Integrated Service Collaborative.

Whereas all services provided herein are in furtherance of the goals and objectives in the F5MC Strategic Plan Framework July 2017- June 2023 and address Strategic Priority 2: Enhance access to resources, programs, and services for young children and their families through community-based coordination, collaboration, and integration, and supports implementation of all three of F5MC’s Strategic Priorities.

Whereas, on ~~May 22, 2017~~ April 3, 2017, the Commissioners delegated authority to the Executive Director to negotiate, execute, and amend a contract with PARTNER for the services described in this Agreement.

IT IS HEREBY MUTUALLY AGREED that the parties will adhere to the provisions of this Agreement, including **Exhibit A** (Scope of Work); **Exhibit B** (Budget & Budget Narrative); **Exhibit C** (Insurance Requirements); **Exhibit D** (Applicable Laws Regarding Non Discrimination); **Exhibit E** (Applicable Laws regarding Confidentiality); and **Exhibit F** (Collaborative Partner Responsibilities). Exhibits A-F are attached hereto and incorporated herein by this reference.

**FIRST 5 MONTEREY COUNTY APPROVAL**

**COLLABORATIVE PARTNER APPROVAL**

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

Tax Identification Number: 94-6000524

COLLABORATIVE PARTNER APPROVAL CONTINUED

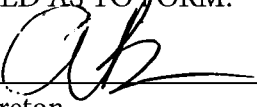
COUNTY OF MONTEREY  
MONTEREY COUNTY PROBATION

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Michael R. Derr  
Contracts/Purchasing Officer

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anne Brereton  
Deputy County Counsel

Date: 9-5-17

APPROVED AS TO FISCAL PROVISIONS:

  
\_\_\_\_\_  
Gary Giboney  
Chief Deputy Auditor Controller

Date: 9-6-17

APPROVED AS TO INDEMNIFICATION AND  
INSURANCE PROVISIONS:

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Steven F. Mauck  
Risk Manager

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

## F5MC MONTEREY COUNTY AGREEMENT

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### I. TERM OF AGREEMENT AND GRANT AWARD

**A. Term of Agreement.** The term of this Agreement is for four years, from July 1 2017 to and including June 30, 2021.

**B. Grant Award.** PARTNER is awarded a grant not to exceed \$510,335 for the term of the Agreement as stated above. Funding has been awarded as shown in Exhibit B ("Budget & Budget Narrative") subject to the terms and conditions as set forth in this Agreement for services in Exhibit A (Scope of Work).

### 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 PARTNER has not met or will not meet the requirements of this Agreement, F5MC may provide PARTNER with a three (3) day written notice to cure such deficiency or deficiencies or to provide assurances that it will perform under the Agreement. If PARTNER has not cured within such period, F5MC shall then provide a notice of termination specifying the reason for termination and will indicate the effective date of termination. F5MC may terminate this Agreement for cause when it concludes, in its sole determination that PARTNER has:

- 1) Materially breached of this Agreement;
- 2) Violated any applicable local, state, or federal laws;
- 3) Assigned any of the services described in this Agreement to a subcontractor without prior written consent from F5MC;
- 4) Failed to provide services to F5MC's reasonable satisfaction;
- 5) Failed to comply with F5MC reporting and audit requirements; or
- 6) Improperly used funds provided by F5MC under this Agreement.

**C. Termination Due to Change in State Funding.** In addition, F5MC has the right to terminate this Agreement upon three (3) days written notice in the event that funding from the State of California to F5MC is reduced, suspended, or terminated for any reason. PARTNER expressly waives any and all claims against F5MC for damages arising from the reduction, suspension, or termination of funds.

**D. Termination Provision.** 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 PARTNER under this Agreement.

### 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." 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 termination of the Agreement for cause.

**IV. SCOPE OF WORK AND BUDGET**

PARTNER agrees to provide, to the complete satisfaction of F5MC, services described in the Scope of Work in accordance with the Budget and Budget Narrative.

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 PARTNER'S performance, allowing for appropriate verification of payment of PARTNER'S actual cost of providing the services described herein.

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

**A. F5MC Data System**

PARTNER shall enter data on all participants into the F5MC data system. Exceptions shall only be made by F5MC if the PARTNER systematically exports and delivers demographic and service data from a different robust data system in a format acceptable to F5MC on a pre-determined schedule (e.g., daily, weekly, or monthly). The F5MC Evaluation and Learning Manager shall have the sole responsibility of making exceptions to the obligations contained in this Section IV and any exceptions shall be considered and approved in writing prior to implementation. The F5MC Evaluation and Learning Manager will determine the required information to be entered and the frequency with which different data types should be entered into the data system by the PARTNER.

**B. Reporting**

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

PARTNER shall send appropriate personnel to required meetings; communicate and disseminate information received from F5MC to appropriate staff, lead agency, or fiscal representatives, as necessary; provide oral reports to Commissioners; 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 Bi-annual reports with their due dates.

<b>Report:</b>	<b>FY 17/18 DUE</b>	<b>FY 18/19 DUE</b>	<b>FY 19/20 DUE</b>	<b>FY 20/21 DUE</b>
FIRST Bi-Annual Report & Expenditure Report (July 1st – Dec 31st)	January 31, 2018	January 31, 2019	January 31, 2020	January 31, 2021
SECOND Bi-Annual Report & Expenditure Report ( January 1st – June 30th)	July 31, 2018	July 31, 2019	July 31, 2020	July 31, 2021

**State Annual Reports.** 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

## F5MC MONTEREY COUNTY AGREEMENT

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California and F5MC may change from year to year. PARTNER agrees to comply with any and all reporting and evaluation requirements established by F5MC and First 5 California.

### V. INSURANCE

Without limiting the indemnification of F5MC under this Agreement, PARTNER shall maintain in force, or cause to be maintained, the insurance coverage as specified in Exhibit C and shall comply with all other requirements set forth in that Exhibit.

### VI. FISCAL PROVISIONS

**A. Reimbursement.** Reimbursement to PARTNER shall be based upon actual verified expenses described in the Budget and Budget Narrative included in Exhibit B. PARTNER is required to narrate programmatic expenses that directly tie the expense to providing services to qualified participants. All equipment and furniture/fixtures expenditures of \$500 or more, and all technology expenditures require pre-approval by F5MC, if not detailed in approved budget. Leasehold improvements and capital assets (building, land, items over \$2,500 per piece) are non-reimbursable expenditures. PARTNER is responsible for insuring that bi-annual expenditure reports only include services to qualified residents of Monterey County and do not supplant any other funding.

*No reimbursement will be made for any expense that is determined by F5MC, in its sole discretion, to be disallowed and/or not directly tied and consistence with the grant's objectives.*

**B. Billing Requirements.** PARTNER shall submit all invoices, in the form of a bi-annual expenditure report, for bi-annual payment, in a form approved by F5MC. The form shall contain itemization of all costs and fees, based on budget lines as stated in Exhibit B, with a cumulative total. PARTNER shall send invoices to F5MC for review and processing with all backup documentation requested by F5MC. The invoice shall be accompanied by a general ledger report for the same time period showing actual expenditures that tie to the invoiced amounts by budget line. PARTNER is required to setup accounts within their general ledger that mirror the budget line items in Exhibit B. If F5MC is reimbursing PARTNER for payroll expenses then payroll detail for the time period of the invoice will be required. Only expenses posted on the general ledger for the billing period that includes backup documentation request by F5MC will be eligible for reimbursement. F5MC reserves the right to verify expenditures. F5MC will make payment to PARTNER within thirty (30) days of receipt of complete and approved bi-annual reports. If F5MC pays a different amount than the amount requested on the invoice and the PARTNER wishes to contest the change, the PARTNER must email or submit a written request to F5MC's Finance Department within thirty (30) days after PARTNER'S receipt of payment. F5MC will timely consider all documentation provided by PARTNER in making a final determination of the charge in question.

**C. Annual Advance Payment.** PARTNER is able to request an annual advance once per year, on or before October 30 of each fiscal year. The advance is based on the current fiscal year contract amount, not including any leveraged funds. PARTNER may only request such an advance if this Agreement has been signed by all parties, F5MC has received copies of all PARTNER Subcontractor Agreements, and submission of the required insurance documents have been fulfilled. If an annual advance is authorized by F5MC, the PARTNER may be awarded up to 40% of the current fiscal year amount. 50% of the advance payment will be deducted from each of the two (2) bi-annual payments to the PARTNER.

**D. Budget/Budget Narrative Revisions.** Each PARTNER is allowed to request a budget/budget narrative revision twice per fiscal year. A budget revision comprises of making adjustment between budget line items (Exhibit B) within the current fiscal year. The budget/budget narrative revision request is due on or before April 1. Budget/budget narrative revision

## F5MC MONTEREY COUNTY AGREEMENT

**completed forms** are due on or before April 15 (see below for chart of due dates). All budget/budget narrative revisions must be discussed with F5MC Program Manager and must continue alignment with the Scope of Work (Exhibit A). Upon request from the PARTNER (on or prior to April 1 of the current fiscal year), a Budget/Budget Narrative Revision Form will be provided by F5MC for completion by PARTNER including budgeting changes and explanation of requested changes. F5MC, at its sole discretion, may or may not approve budget revision requests.

Below is a table of available Budget/Budget Narrative Revisions with the request and completed form due dates.

Budget Revisions	FY 17/18 DUE	FY 18/19 DUE	FY 19/20 DUE	FY 20/21 DUE
Budget & Budget Narrative Revision <i>Request Submitted</i> to F5MC	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021
Budget & Budget Narrative Revision Form <i>Completed/Submitted</i> to F5MC	April 15, 2018	April 15, 2019	April 15, 2020	April 15, 2021

**E. Budget Reallocations.** Each PARTNER is allowed to request two budget reallocations, one on or before April 1, 2018 (for FY 17/18 – FY 20/21) and one on or before April 1, 2019 (for FY 18/19 – FY 20/21). These opportunities allow PARTNERS to reallocate budget amounts between fiscal years (Exhibit B). The budget reallocation request is due on or before April 15 and PARTNERS must submit completed forms on or before April 30 to F5MC (see below for chart of due dates). All budget reallocations must be discussed with F5MC Program Manager and must continue alignment with the Scope of Work. Upon request from PARTNER (on or prior to April 15), a Budget Reallocation Form will be provided by F5MC for completion including budgeting changes and explanation of requested changes. If the budget reallocation relates to amounts allocated to PARTNER'S subcontractors, copies of those amended contracts will be submitted with completed forms and prior to reallocation approval. F5MC, at its sole discretion, may or may not approve budget reallocation requests. Any funds included in the current fiscal year budget but 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.

Below is a table of available Budget Reallocations with the request and completed form due dates.

Budget Reallocations	FY 17/18 DUE	FY 18/19 DUE	FY 19/20 DUE	FY 20/21 DUE
Budget Reallocations <i>Request Submitted</i> to F5MC	April 15, 2018	April 15, 2019	April 15, 2019	April 15, 2019
Budget Reallocation Form <i>Completed/Remitted</i> to F5MC for FY 17/18 - FY 20/21	April 30, 2018			
Budget Reallocation Form <i>Completed/Remitted</i> to F5MC for FY18/19 - FY 20/21		April 30, 2019	April 30, 2019	April 30, 2019

## VII. 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 PARTNER'S books and records. PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. PARTNER is required to

## F5MC MONTEREY COUNTY AGREEMENT

setup accounts within their general ledger that mirror the budget line items. 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. 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. 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. PARTNER'S records shall describe and support the use of funds for the agreed upon project.

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

- B. Grants \$25,000.00 or More:** Funds provided by F5MC and the expenditures shall be accounted for separately in PARTNER'S books and records. PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. PARTNER is required to setup accounts within their general ledger that mirror the budget line items. 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. 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. 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. PARTNER'S records shall describe and support the use of funds for the agreed upon project.

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

### Audit Requirements:

	FY 17/18 DUE	FY 18/19 DUE	FY 19/20 DUE	FY 20/21 DUE
Audit & Certification Letter Submittal	<u>Within</u> 6 months of PARTNER'S Fiscal Year-End			

- 1) PARTNER shall submit, to F5MC within six (6) months of the 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) PARTNER will also submit a certification letter that states which option above was completed and submitted. This certification letter must be printed on PARTNER'S letterhead and signed by the Fiscal Authority for the PARTNER.
- 3) F5MC reserves the right to require a program specific audit at F5MC's sole discretion.
- 4) 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. 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.
- 5) In the case that providing the required audit within the required time period represents an unreasonable hardship, PARTNER shall alert F5MC and request an extension. Additional documentation may be requested by F5MC in order to grant the extension.
- 6) Funds may be withheld until audit requirements are met.

**VIII. PARTICIPATION IN MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)**

The funds provided through this Agreement are intended to be used to leverage funding. PARTNER is required to participate in the federal reimbursable program Medi-Cal Administrative Activities ("MAA").

PARTNERS have two options for participation:

OPTION 1: F5MC submits the claims and receives all reimbursement; or

OPTION 2: PARTNERS submit the claim and receive the reimbursement. Option 2 will only be available to PARTNERS who already receive other MAA eligible Certified Public Expenditures (CPE) dollars and agree to:

- Follow F5MC protocols to verify that MAA billing is occurring. Protocols will include a mandatory transition to Option 1 for PARTNERS who fail to bill and maximize MAA billing on F5MC funded services;
- Have a justifiable calculation for the percentage of MAA reimbursement that is attributable to F5MC funding; and
- Develop a plan for the use of MAA reimbursement attributable to F5MC funding for services for children ages 0 to 5 and their families.

F5MC will provide an in-person overview of options available for establishing MAA and technical assistance to assist PARTNER'S decision making for the options. PARTNER has until August 14,



## **F5MC MONTEREY COUNTY AGREEMENT**

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2017 to decide what system they will put in place and complete necessary paperwork. PARTNER shall start claiming for MAA reimbursable services no later than October 1, 2017 or as otherwise notified in writing by F5MC.

### **IX. CHANGES IN CONDITION**

PARTNER agrees to provide immediate written notice to F5MC if significant changes or events occur during the term of this award that could potentially impact the progress or outcome of the grant, the Scope of Work, including, but not limited to changes in PARTNER'S, or its subcontractors, management, personnel, loss of funding, additional funds received for the funded program, or revocation of PARTNER'S tax-exempt status. Reimbursements 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 PARTNER'S legal or financial condition.

### **X. LICENSING AND CREDENTIALS**

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. PARTNER'S failure to comply with this Section X constitutes a material breach of this Agreement.

### **XI. ABUSE REPORTING**

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

### **XII. COMPLIANCE WITH LAWS**

During the course of this Agreement, 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 D and Exhibit E. If, during the term, the federal government, State of California, or any political subdivision with jurisdiction over the services contemplated by this Agreement, adopts or amends a law or regulation which could impact the services contemplated under this Agreement and, as a result, PARTNER has concluded it cannot provide the services contemplated herein, PARTNER must submit to F5MC, in writing, a legal memorandum from PARTNER'S attorney detailing why PARTNER has concluded that complying with this Agreement would violate the new or amended law or regulation and proposing a reasonable solution. F5MC will review the provided memorandum and F5MC will determine, in its sole discretion, whether to accept PARTNER'S proposed solution, terminate this Agreement, or pursue any other remedy under this Agreement or at law. F5MC will comply with the California Public Records Act, Government Code §§ 6250 et seq., as may be amended during the term.

The parties may periodically share aggregate and/or personally identifiable information regarding the services contemplated herein. Additionally PARTNER may, in circumstances, share personally identifiable information with another partner. In such events, PARTNERS may not share personally identifiable information regarding the services contemplated herein unless and until PARTNER and F5MC have executed a data-sharing agreement. This agreement will describe in detail (i) how such information will be shared, (ii) the parties compliance with all federal and state laws governing the handling and disclosure of such information, and (iii) the liability that may flow from the unlawful or negligent disclosure of such information. PARTNER'S failure to execute the

## F5MC MONTEREY COUNTY AGREEMENT

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data-sharing agreement prior to any disclosure of such information shall constitute a material breach of this Agreement.

### XIII. INDEMNITY

**A. For public entity 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 PARTNER (Other Public Entity) agree to the following:

- 1) **Claims arising from sole acts or omissions of F5MC.** To the fullest extent of the law, F5MC agrees to defend and indemnify the PARTNER, its agents, officers, directors, and employees, (referred to as PARTNER) from any claim, action, or proceeding whatsoever against PARTNER, arising solely out of the negligent and/or willful acts of F5MC in the performance of this Agreement. At its sole discretion, 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. 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 PARTNER.** To the fullest extent of the law, PARTNER agrees to defend and indemnify F5MC, its agents, employees, directors, commissioners, and representatives from any claim, action, or proceeding against F5MC, arising solely out of the negligent and/or willful acts of 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 PARTNER of any obligation imposed by this Agreement. F5MC must notify the 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 PARTNER agrees to defend itself, from any claim, action, or proceeding arising out of the acts or omissions of F5MC and PARTNER. In such cases, F5MC and 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 XIII. A.4).
- 4) **Joint defense.** Notwithstanding Section XIII. A.3) above, when F5MC and PARTNER agree in writing to a joint defense, F5MC and 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 PARTNER. F5MC and PARTNER agree to share costs of such a joint defense and agreed settlement or resolution in equal amounts, except as provided in Section XIII. A.5) below. F5MC and PARTNER further agree that neither party may bind the other to any settlement or resolution without written consent from both F5MC and 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 PARTNER may seek reimbursement based upon comparative fault allocation or determination.

**B. For non-public entity PARTNER.** To the fullest extent of the law, PARTNER must defend, indemnify, and hold harmless F5MC, its commissioners, committee members, employees,

## F5MC MONTEREY COUNTY AGREEMENT

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agents, and volunteers from any claims, demands, penalties, losses, damages, obligations, causes of action, judgments, expenses, costs (including attorney's fees), and liabilities of every kind and nature whatsoever, arising out of or in any way connected to the negligent or willful acts by 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 PARTNER and its officers, agents, employees, and subcontractors. 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.

### **XIV. PUBLIC ACKNOWLEDGEMENT OF FUNDS**

F5MC is funded by taxpayer dollars. Therefore, 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 attribution 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, websites, e-mail blasts, press releases and media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

PARTNER agrees that F5MC shall be given 72 hours to review and approve in writing (email) any media or promotional material developed by PARTNER *prior* to the final production and distribution of the material. Communication items for approval should be emailed to the Policy, Advocacy, and Communications Manager (PACM) and provide a brief description of the purpose for the material being produced. At the request of the PARTNER, PACM will also provide high quality F5MC logo files.

### **XV. ASSIGNABILITY**

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.

### **XVI. CONFLICT OF INTEREST**

In accepting this Agreement, 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. PARTNER further agrees that in the performance of this Agreement, it will not employ any contractor or person having a conflict of interest.

### **XVII. CHANGES AND AMENDMENTS**

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

### **XVIII. 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.

**XIX. 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.

**XX. CONFIDENTIALITY**

PARTNER will maintain the confidentiality of all information in accordance with all applicable state, including the California Public Records Act, and federal laws. PARTNER must abide by all confidentiality requirements and protocols, and protect children's and families' information from any unauthorized disclosure. 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 E.

**XXI. COLLABORATIVE PARTNER RESPONSIBILITIES**

PARTNER shall carry out the responsibilities identified in Exhibit F and work in conjunction with Lead Agency and other Collaborative Partners to maximize resources and to meet all reporting requirements outlined in this Agreement

**XXII. REVERSION OF ASSETS**

**A. Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, PARTNER shall transfer to F5MC any unexpended 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 PARTNER'S control or ownership that was acquired or improved in whole or in part with F5MC funds disbursed under this Agreement, shall either be, at the election of F5MC: (1) used by PARTNER for the services or comparable services meeting the purposes of the Children and Families 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 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 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 PARTNER and its successors in interest.

2) In the event F5MC selects disposition of the subject real or personal property, then 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

## F5MC MONTEREY COUNTY AGREEMENT

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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.

### XXIII. 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: PARTNER at the address listing on Page 1 of this Agreement. 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.

## F5MC MONTEREY COUNTY AGREEMENT

### Exhibit A - SCOPE OF WORK

Monterey County Probation Department (Collaborative Partner) will collaborate with Door to Hope (Lead Agency) to provide services for an Integrated Service Collaborative (Collaborative) for the First 5 Monterey County (F5MC) Strengthening Connections and Advancing Quality in Early Childhood Development Strategic Funding Cycle implemented over 4 years (FY 2017/18 – FY 2020/21).

Working with the Lead Agency, F5MC, as well as other collaborative partners including related contractors, consultants, and community service providers, the Collaborative Partner will support the provision of cohesive, coordinated, comprehensive care, and support for children ages pre-natal through 5 and their families in all F5MC priority zip codes.

Target projections are based on a typical year of full programming capacity (i.e., not start-up) and may be modified in collaboration with F5MC in response to changes related to the co-development of tools, protocols, and capacity building efforts. The following activities and services will be provided:

1. Participate in process of obtaining MOUs and maintain relationships with MOU partners.
2. Co-develop common tools and protocols with **F5MC**.
3. Participate in the development of organizational systems and protocols for contract management, communication and decision-making within the Collaborative and with Community Collaborators.
4. Participate in Agency and/or Collaborative level professional development opportunities that align with the **F5MC** Quality Framework.
5. Support Lead Agency to provide parent engagement opportunities in the development and guidance of the Collaborative.
6. Participate in activities and initiatives that influence early childhood development systems, policies, and practices, including but not limited to Bright Beginnings and Bright Futures.
7. Maintain adequate culturally and linguistically qualified staff to implement activities and services (including providing services year round and on nights and weekends to meet family needs).
8. Participate in Medi-Cal Administrative Activities (MAA) and other opportunities to diversify or leverage funding.

1. Support the Collaborative's outreach to:
  - a. Raise awareness of resources available through the Collaborative to families.
  - b. Connect the Collaborative with community-wide, multi-disciplinary service providers.
  - c. Coordinate with other resource and referral entities to maintain up-to-date information on resources, programs, and services available to support young children and their families.
2. Welcome families to the Collaborative by establishing a connection with the family, sharing information about the Collaborative, developing an understanding of the family, offering appropriate screening, connecting the family with appropriate information and assistance, and implementing the informed consent process when appropriate.

## F5MC MONTEREY COUNTY AGREEMENT

	F5MC Funded Activity	Pregnant Parent(s) (do not duplicate workdays)	Children (do not duplicate workdays)	Children (do not duplicate workdays)	Total
3. Provide developmental screening for children through age five and/or relevant family screening.	.25		90	58	148
4. Provide care coordination/case management to families with a consistent person. This includes: a. reviewing the family context; b. developing a Shared Care Plan; c. offering and follow-up on comprehensive referrals to meet the families' needs; and d. providing focused meetings for specific children/families ("roundtables").	.50				
5. Support family access to appropriate and comprehensive referrals.					
6. Participate as needed in Multi-Disciplinary Review Team to review complex cases.					
7. Participate in Reflective Supervision for the Integration Team at least once per month facilitated by a qualified professional.					
MC Probation Dept. Collaborative PARTNER - Parenting Classes					
		Pregnant Parent(s) (do not duplicate workdays)	Children (do not duplicate workdays)	Children (do not duplicate workdays)	Total
1. Provide Group Parenting Ed. Classes-8 PEACCE Classes per Year					35
2. Provide Mental Health Counseling - (7 sessions per adult)					40
MC Probation Dept. Collaborative PARTNER - Evaluation and Learning Plan					
1. Collaborate with the F5MC Evaluation and Learning Manager to develop an Evaluation and Learning Plan. The steps in the process will include but are not limited to the following: a. Develop a logic model and narrative that holistically represents the work of the Collaborative. b. Identify the type of data that need to be collected for the purposes of monitoring, continuous quality improvement, tracking implementation, measuring change in outcomes and impact, and reporting/communication. c. Develop and establish an informed consent process, data sharing agreements, and protocols. d. Design and establish common data collection tools, protocols, and systems that facilitate the generation, storage, and use of the monitoring, evaluation, and continuous quality improvement data.					
2. Implement the Evaluation and Learning Plan, including but not limited to: a. Implement the informed consent process with each family as needed. b. Collect and enter data in the F5MC data system on a regular basis. c. Conduct data quality assurance protocols. d. Incorporate continuous quality improvement practices into the Collaborative management and direct services. e. Participate in ongoing capacity building for evaluation, monitoring, and continuous quality improvement. f. Incorporate real-time data into regular communications and decision-making.					
MC Probation Dept. Collaborative PARTNER - Tobacco Cessation					
1. Participate in F5MC Funded Partner meetings.					
2. Provide tobacco-cessation referral services and information to clients.					
3. Participate in the distribution of the Kit for New Parents.					

**F5MC MONTEREY COUNTY AGREEMENT**

**Exhibit B – BUDGET**

**Lead Agency Name: Door to Hope**

**Collaborative Partner Name: Monterey County Probation Department**

Budget Line	FY17/18		Four Year Budget			Total
	FTE	F5MC % of FTE	17/18	18/19	19/20	Budget
Subcontractor Agency and Personnel Expenses						
and list each employee position separately. Include holidays, vacation, sick time, and expected raises/COLAs in salary calculations, as applicable. If subcontracted, please include in Individual or Agency Subcontractors sections below.						
Child Advocate	1.0	33.33%	20,562	21,167	21,168	84,699
Child Advocate	1.0	33.33%	20,753	21,359	21,359	85,471
Office Assistant II	1.0	15.00%	6,627	6,821	6,821	27,295
Subtotal Agency Personnel	3.00		47,942	49,347	49,348	197,465
Agency Personnel Taxes and Benefits *	60.94%		29,215	31,655	33,793	129,470
*As a % of wages & salaries - Includes only employer portion of FICA, Medicare, SUI, ETT, health/dental/vision/life ins premiums, worker's comp., and retirement contributions for employees. Benefits are reimbursed on actual expenditures.						
Program Expenses						
Therapist - Eduardo Eizner			43,750	45,150	46,550	183,400
SUBTOTAL Program Expenses			43,750	45,150	46,550	183,400
SUBTOTAL Agency Personnel Expenses, Program Expenses, and Program Support Expenses subject to Admin/Indirect Rate						
ADMIN/INDIRECT (15% max.)** Enter Percent			120,907	126,152	129,691	510,335
			0	0	0	0
***Rate calculation must be provided and should be based on most recent audited financial statements.						
GRAND TOTAL						
			120,907	126,152	129,691	510,335



**F5MC MONTEREY COUNTY AGREEMENT**

**Exhibit B – BUDGET NARRATIVE**

**Lead Agency Name:** Door to Hope  
**Collaborative Partner Name:** Monterey County Probation Department

A	B
Budget Line Name	Budget Line Description
<b>PROGRAM PERSONNEL EXPENSES</b>	
Child Advocate	Child Advocates will perform as a team to identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. 0.33 FTE Child Advocate is based on the Total Annual Salary of \$61,690 for FY 17/18 = <b>\$20,562</b> . The balance of the cost is supported by the Probation Department. 3% Salary increase over FY 18/19 through FY 20/21 are due to annual cost of living adjustments. (No increase of salaries from FY 18/19 to FY 19/20 due to unknown contract negotiation.)
Child Advocate	Child Advocates will perform as a team to identify children who are at risk. Through home visitation, teams will provide case management, support and referrals. 0.33 FTE Child Advocate is based on the Total Annual Salary of \$62,266 for FY 17/18 = <b>\$20,753</b> . The balance of the cost is supported by the Probation Department. 3% Salary increase over FY 18/19 through FY 20/21 are due to annual cost of living adjustments. (No increase of salaries from FY 18/19 to FY 19/20 due to unknown contract negotiation.)
Office Assistant II	The Office Assistant will provide program based clerical support to the Child Advocate Program including data entry. 0.15 FTE Office Assistant II is calculated on the Total Annual Salary of \$44,180 for FY 17/18 = <b>\$6,627</b> . The balance of the cost is supported by the Probation Department. 3% Salary increase over FY 18/19 through FY 20/21 are due to annual cost of living adjustments. (No increase of salaries from FY 18/19 to FY 19/20 due to unknown contract negotiation.)
Personnel Taxes and Benefits	For FY 17/18 This amount is estimated at 60.94% of wages and covers employer taxes and employer paid employee benefits. Estimated for FY 18/19 is 64.15%, for FY 19/20 is 68.48%, and for FY 20/21 is 68.48%. Benefit increases FY 18/19 through FY 20/21 are due to annual cost of living adjustments.

<b>PROGRAM EXPENSES</b>	
Therapist	Counseling and education is a vital component to the emotional growth of a healthy family and a secure and safe environment. Therapist Eduardo Eizner offers both individual and family therapy in English and Spanish. In FY 17/18 the rate is \$125.00 per hour, hours are estimated at 350 hours per year; in FY 17/18 Therapy Services total <b>\$43,750</b> . Total therapy contract cost increases over FY 18/19 through FY 20/21 by \$4.00 per hour/per fiscal year, increases are due to annual cost of living adjustments to contracted hourly rate.
<b>ADMIN/INDIRECT EXP (15% max.)</b>	Probation is not charging Admin/Indirect percentage/cost on this contract.

**Exhibit C – INSURANCE REQUIREMENTS**

**Required Coverage.** Without limiting the indemnification of F5MC, on or before the Project Start Date, PARTNER must furnish to satisfactory proof of the required insurance (Certificates of Insurance), which must include a commitment by PARTNER'S insurers that they will mail notice of any cancellation or reduction of coverage below the amounts required by F5MC, at least 30 days prior to the effective date of the cancellation or change. PARTNER may not perform any work under this Agreement until PARTNER has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by F5MC. PARTNER must pay any deductibles and self-insured retentions under all required insurance policies. All insurance afforded by PARTNER pursuant to this Agreement must be primary to and not contributing to any other insurance maintained by F5MC. PARTNER must meet the following insurance requirements:

- A. Commercial General Liability.** Comprehensive general liability coverage of at least \$1 million per occurrence, \$2 million annual aggregate. PARTNER must list F5MC as additional insured.
- B. Workers' Compensation.** Workers' Compensation Insurance in accordance with the California Labor Code.
- C. Automobile Liability.** Comprehensive automobile liability coverage with a combined single limit of at least \$1 million per accident for bodily injury and property damage on all vehicles operated under PARTNER'S authority, whether or not owned by PARTNER. PARTNER must list F5MC as additional insured.
- D. Professional Liability (Errors and Omissions).** If PARTNER employs or contracts with licensed professional staff in performing the Services, professional liability (errors and omissions) insurance with limits of at least \$1 million per occurrence, \$3 million annual aggregate.
- E. Rating.** All insurance must be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "B+;V" rating, or in special circumstances, be pre-approved by F5MC.
- F. Endorsements.** PARTNER must obtain endorsements to the general liability and auto insurance policies, giving F5MC an unrestricted 30 day prior written notice of cancellation or change in terms or coverage. PARTNER must also obtain an endorsement to the workers' compensation policy giving F5MC an unrestricted 10 day prior written notice of any cancellation or change in terms or coverage.
- G. Self-Insured.** If PARTNER is, or becomes during the term, self-insured or a member of a self-insurance pool, PARTNER must provide coverage equivalent to the insurance coverage and endorsements required above. F5MC will not accept this coverage unless F5MC determines, in its sole discretion and by written acceptance, that the proposed coverage is equivalent to the above-required coverage.
- H. Liability and Other Actions.** Compliance with the insurance requirements discussed above will not relieve PARTNER of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage;

nor will it preclude F5MC from taking any other actions available to it under any other provision of this Agreement or otherwise in law.

- I. Failure to Maintain Insurance.** If PARTNER fails to maintain the insurance required in this Section, F5MC may terminate this Agreement and recover damages. Alternatively, F5MC may, in its sole discretion, purchase the required insurance coverage and, without further notice to PARTNER, F5MC may deduct from sums due to PARTNER any premiums and associated costs advanced or paid by F5MC for the insurance. If the balance of monies obligated to PARTNER pursuant to this Agreement is insufficient to reimburse F5MC for the premiums and any associated costs, PARTNER must reimburse F5MC for the premiums and pay for all costs associated with the purchase of this insurance. Any failure by F5MC to take this alternative action will not relieve PARTNER of its obligation to obtain and maintain the insurance coverage required by this Agreement.

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

1. **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)**
2. **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
3. **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)
4. **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
5. **Title I-III of the Americans with Disabilities Act of 1990**, 42 U.S.C. sections 12111-12117, 12131-12165 & 12181-12189 inclusive
6. **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq.
7. **Monterey County Code**, Chap. 2.80
8. **Age Discrimination in Employment Act 1975, as amended (ADEA)**, 29 U.S.C. Secs 621 et seq.
9. **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d)
10. **Labor Code Sec.1102.1**
11. **California Equal Pay Act**, Labor Code Sec.1197.5.
12. **Food Stamp Act of 1977, as amended, and in particular Section 272.6**
13. **California Civil Code, Section 51 et seq., as amended**
14. **California Government Code Section 4450**
15. **Title 22, California Code Of Regulations, Section 98000-98413**
16. **The Dymally-Alatorre Bilingual Services Act**
17. **Section 1808 Removal Of Barriers To Inter Ethnic Adoption Act Of 1996**
18. **Division 21 Civil Rights and Cultural Awareness Training**
19. **Federal False Claims Act, 31 U.S.C. Sec. 3729 et. seq.** **California False Claims Act, California Government Code Sec. 12650 et. seq.**

**Exhibit E – 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 F – COLLABORATIVE PARTNER RESPONSIBILITIES**

By Signing this Agreement, the PARTNER agrees to the following stipulations and responsibilities:

1. The PARTNER is responsible for collaborating with the Lead Agency, and other Collaborative Partners as appropriate, to ensure that all management, administration, and coordination of the Integrated Service Collaborative activities are completed.
2. The PARTNER is responsible for collaborating with the Lead Agency, and other Collaborative Partners as appropriate, to ensure required information is entered into the F5MC Data System (Section IV.A) accurately and on a timely basis; and to ensure accurate and timely submission of required reports (Section IV.B.)
3. The PARTNER is responsible for collaborating with the Lead Agency, and other Collaborative Partners as appropriate, to ensure progress toward Agreement performance and adherence to Agreement requirements. Procedures shall include, but are not limited to, review of the program and fiscal management, as related to funded services, documentation of client eligibility, establishment of program and budgetary control procedures, and adherence to performance goals.
4. The PARTNER is responsible for discussing and obtaining approval from PARTNER'S Lead Agency before any programmatic changes are requested and before bi-annual reports are submitted.