

MEMORANDUM OF UNDERSTANDING

THIS MEMO 20th day of March, 2018 by and between the MONTEREY COUNTY CHILDREN AND FAMILIES COMMISSION, publicly known as FIRST 5 MONTEREY COUNTY, (hereinafter, “**F5MC**”) and

ACTION COUNCIL OF MONTEREY COUNTY, a California non-profit corporation,

ALISAL UNION SCHOOL DISTRICT, a Local education agency,

BEHAVIORAL INTERVENTION FOR AUTISM, a California non-profit corporation,

CATIPON, VIVETTE, an individual,

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH, California non-profit health plan

CENTRO BINACIONAL PARA EL DESARROLLO INDÍGENA OAXAQUEÑO, a California nonprofit corporation,

CITY OF SALINAS – SALINAS PUBLIC LIBRARY

COASTAL KIDS HOME CARE, a California nonprofit corporation,

COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, INC.

COMMUNITY HUMAN SERVICES

CONTINUING DEVELOPMENT, INC. / CHILD DEVELOPMENT CENTERS

COUNTY OF MONTEREY, DEPARTMENT OF SOCIAL SERVICES

COUNTY OF MONTEREY, HEALTH DEPARTMENT

DOOR TO HOPE/MONTEREY COUNTY SCREENING TEAM FOR ASSESSMENT, REFERRAL AND TREATMENT, a California nonprofit corporation,

EARLY DEVELOPMENT SERVICES, a California nonprofit corporation,

FREY, JACKIE, an individual,

GO KIDS, INC., a California nonprofit corporation,

HARMONY AT HOME, a California nonprofit corporation,

HARTNELL COMMUNITY COLLEGE

I CAN TOO! LEARNING CENTER, INC., a California nonprofit corporation,

KING CITY JOINT UNION HIGH SCHOOL DISTRICT

KINSHIP CENTER, as a member of the Seneca Family of Agencies, a California nonprofit corporation,

MEE MEMORIAL,

MEXICAN AMERICAN OPPORTUNITY FOUNDATION, a California nonprofit corporation,

MONTEREY COUNTY OFFICE OF EDUCATION, a local education agency,

MONTEREY COUNTY OFFICE OF EDUCATION - HEAD START, a local education agency,

MONTEREY COUNTY OFFICE OF EDUCATION - MIGRANT EDUCATION PROGRAM, a local education agency,

MONTEREY COUNTY PROBATION DEPARTMENT – CHILD ADVOCATE PROGRAM

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT, a local education agency,

NATIVIDAD MEDICAL CENTER

NORTH MONTEREY UNIFIED SCHOOL DISTRICT, a local education agency,

PAJARO VALLEY PREVENTION AND STUDENT ASSISTANCE, a California nonprofit corporation,

PAJARO VALLEY UNIFIED SCHOOL DISTRICT, a local education agency,

POSITIVE DISCIPLINE COMMUNITY RESOURCES, a California nonprofit corporation,

SALINAS CITY ELEMENTARY SCHOOL DISTRICT, a local education agency,

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM,

SAN ANDREAS REGIONAL CENTER, a California nonprofit corporation,

SANTA RITA SCHOOL DISTRICT, a local education agency,

SPECIAL KIDS CRUSADE, a California nonprofit corporation,

SUNSTREET CENTERS, a California nonprofit corporation,

THERASENS OCCUPATIONAL & PHYSICAL THERAPY, a California nonprofit corporation,

TRUMPET BEHAVIORAL, a California nonprofit corporation,

TUCCI LEARNING SYSTEMS, INC., a California nonprofit corporation,

WEST ED, a California nonprofit corporation,

YWCA MONTEREY COUNTY, a California nonprofit corporation,

(collectively, the **Collaborators**” or singularly, a “**Collaborator**”). F5MC and Collaborators are sometimes each individually referred to as “Party” and sometimes collectively referred to herein as “Parties.”

R E C I T A L S

F5MC is a local governmental agency formed pursuant to the California Children and Families Act (Health and Safety Code section 130100, et seq.) and dedicated to the health and wellness of children ages 0-5 and their families. To carry out its mandates, F5MC desires to work with various governmental agencies, non-profit organizations, and individuals to provide screening and/or assessment referrals, as well as treatment to children and their families (the “Services”) through a multi-disciplinary team (referred to hereinafter as a “MDT”). F5MC desires to implement MDT’s by working with the Collaborators, who in some instances are already providing the Services in Monterey County but not necessarily as part of an MDT.

- A. In order to provide the most complete Services to children and their families (known herein as the “Participants”), the MDT must share information in a manner consistent with California law, including, but not limited to, California Welfare & Institutions Code section 18986.46. This statute allows members of an MDT to share information relevant to the provision of the Services to the Participants if such information is shared in a manner consistent with California law. Additionally, Health and Safety Code section 130140.1(e) allows F5MC to share certain information consistent with state and federal law, and only to the extent necessary to the provision of the Services,
- B. By executing this MOU, the Parties desire to comply with the provisions contained in California Welfare & Institutions Code section 18986.46(j), which requires the MDT to specify the types of information that may be shared with and without a signed consent form and the process used by the Parties to ensure that current confidentiality requirements are met, including but not limited to obtaining a consent form by the Participants or the parents, legal guardian or judicial officer with jurisdiction over the Participant.
- C. Each Collaborator shall work with a lead agency or perhaps multiple lead agencies designated by F5MC (the “Lead Agency”). F5MC anticipates that each Lead Agency will be a Collaborator.

NOW THEREFORE, in consideration of their mutual covenants and conditions, and the above stated recitals, which are hereby incorporated by this reference, the Parties agree as follows:

1. Term of MOU

This MOU is effective March 20, 2018, through June 30, 2019 (the “Initial Term”), but may be earlier terminated in accordance with Section 6 of this MOU. After the Initial Term, this MOU shall automatically be extended for one-year periods after the Initial Term unless terminated earlier in accordance with Section 6 of this MOU.

2. Responsibilities of F5MC

F5MC shall be responsible for leading the process to enlist and select qualified Collaborators and maintain the continued work of the Collaborators. Moreover, F5MC shall participate as a member of the MDT.

3. Responsibilities of the Lead Agencies

Each Lead Agency for a Collaborative, in their role as Lead Agency, shall manage the activities and services of the Collaborative and coordinate communication among Collaborators to support Participant access to, and continuity in, services. Each Lead Agency shall:

- a. Monitor the implementation of the Collaborative activities with the Collaborators.
- b. Adhere to all Standards for Privacy of Individually Identifiable Health Information, Breach Notification Standards, and Security Standards as outlined in **Exhibit A**.
- c. Inform F5MC of any changes to the project.

- d. Make reasonable efforts to provide materials needed to support the work of the MDT.
- e. Make reasonable efforts to provide training on MDT protocols and completing required forms and paperwork.
- f. Facilitate the initiation, communication, and follow-through of referrals of Participants among the Collaborators.

4. Responsibilities of Collaborators

Each Collaborator, including a Lead Agency acting in the role of a Collaborator, shall:

- a. Identify a contact person from Collaborator to act as a liaison between the lead agency and Collaborator.
- b. Adhere to all Standards for Privacy of Individually Identifiable Health Information, Breach Notification Standards, and Security Standards as outlined in **Exhibit A** and periodically conduct training programs to ensure that such privacy standards are being adhered to by Collaborator employees and contractors.
- c. Obtain the necessary written consent to share Participant information using the authorization consent form provided by F5MC prior to sharing the Participant's information.
- d. Refer Participants to the Collaborative for screening or follow-up to developmental screening.
- e. Follow the protocols established by F5MC when carrying out the Services, including conducting developmental screenings and tracking developmental screening outcomes.
- f. Adhere to all Collaborative guidelines as periodically updated by F5MC.
- g. Assume full responsibility for the actions of the Collaborator's own staff.

5. Maintenance and Confidentiality of Participant Information

- a. Each member of the MDT, including F5MC and each Collaborator (including the Lead Agencies), expressly represents that it will fully and completely comply with all requirements, including but not limited to the confidentiality requirements set forth in **Exhibit A**, which is incorporated by this reference as if fully set forth herein.
- b. Each member of the MDT, including F5MC and each Collaborator (including the Lead Agencies), shall maintain Participant screening and treatment records in compliance with all state and federal requirements and **Exhibit A**. Such records may include a description of all Services provided to individual Participants by the Collaborators in sufficient detail to make possible evaluation of all services, and all data necessary to prepare reports to F5MC. The County of Monterey shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven (7) years.

6. Termination

- a. **Termination without Cause.** Any Party may terminate its/his/her participation in this MOU without cause by giving the other Parties thirty (30) calendar days' written notice. Such notices shall set forth the effective date of termination.
- b. **Termination for Cause.** If F5MC determines that a Collaborator has violated a material term of this MOU, F5MC may immediately terminate the Collaborator's participation in this MOU by written notice to the Collaborator and the other Parties to this MOU. F5MC and/or the County of Monterey may cancel and terminate this MOU for good cause effective immediately upon written notice to all other Parties. "Good cause" includes the failure of other Parties to perform the required services at the time and the manner provided under this MOU.

7. Mutual Indemnification

- a. Each Collaborator (hereinafter referred to in this Section 7(a) as an "Indemnifying Collaborator"): shall indemnify, defend, and hold harmless F5MC and its officers, agents and employees and every other Collaborator and its/his/her officers, agents, subcontractors, and employees from any claim, liability, loss, injury, or damage rising out of, or in connection with, the provision of Services, the performance of this MOU by the Indemnifying Collaborator and/or the Indemnifying Collaborator's officials, agents, or employees, excepting loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by every other Collaborator, and excepting loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by F5MC. Indemnifying Collaborator shall reimburse F5MC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Indemnifying Collaborator is obligated to indemnify, defend, and hold harmless F5MC and/or every other Collaborator and its/his/her officers, agents, and employees under this MOU.
- b. F5MC shall indemnify, defend, and hold harmless each Collaborator and its officers, agents, subcontractors, and employees from any claim, liability, loss, injury, or damage arising solely out of, or in connection with, the performance of this MOU by F5MC and/or its agents or employees, and specifically excepting any loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by a Collaborator. F5MC shall reimburse each Collaborator for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which F5MC is obligated to indemnify, defend, and hold harmless the Collaborator and its officers, agents, and employees under this MOU.

8. Insurance

- a. **F5MC Insurance.** F5MC shall secure and maintain the insurance coverage or self-insurance described in **Exhibit B**, a copy of this exhibit is attached hereto and incorporated herein by this reference.
- b. **Collaborator's Insurance.** Each Collaborator shall secure and maintain the insurance

coverage or self-insurance described in **Exhibit C**, a copy of this exhibit is attached hereto and incorporated herein by this reference.

- c. It is expressly understood that the coverages required under this MOU shall not in any way limit the liability of F5MC and each Collaborator.
- d. Upon request, the Parties, upon execution of this MOU, shall furnish the other Parties with Certificates of Insurance evidencing compliance with the above insurance requirements. Certificates shall further provide for thirty (30) days' advance written notice to the other Parties of any modification, change or cancellation of any of the above insurance coverages.

9. Notices

Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address as shown on the signature page.

10. General Provisions

- a. **Modification.** This MOU may be modified only by an instrument in writing signed by all Parties to this MOU. If a Party seeks a modification of the MOU, the initiating party shall prepare a written draft of the proposed modification and send the request to F5MC at the address provided in Section 9 above.
- b. **Compliance with Law.** The Services described herein shall be performed in accordance with applicable Federal, State, and local laws and regulations.
- c. **Non-discrimination.** During the performance of this MOU, the Parties shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, or any other class now or hereafter protected from discrimination under state or federal law, either in the Parties' employment practices or in the furnishing of services to Participants. The Parties shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this MOU shall not be deemed to be unlawful discrimination.
- d. **No Third Party Beneficiaries.** Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- e. **Independent Contractor.** The relationship of the Parties established by this MOU is that of independent contractors, and nothing contained in this MOU shall be construed to: (i) give a Party the power to direct and control the day-to-day activities of the other Parties; (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) allow a Party to create or assume any obligation on behalf of any other Party for any purpose whatsoever, except as expressly set forth herein.

- f. Assignment.** This MOU may not be assigned without the prior written consent of the Parties.
- g. Integration.** This MOU constitutes the entire MOU between the Parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the Parties.
- h. Counterparts and Authority.** This MOU may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Each Party represents that it is free to enter into this MOU and to perform each of the terms and conditions of the MOU. The governing board of each agency whose staff member is a signatory to this MOU must approve the execution of the MOU by that staff member prior to execution, with County of Monterey signing last. The failure of any signatory of this MOU, with the exception of F5MC, shall not invalidate the effectiveness of this MOU as to the remaining signatories.

EXHIBITS:

- A. Standards for Privacy of Individually Identifiable Health Information, Breach Notification Standards, and Security Standards.
- B. F5MC Insurance.
- C. Collaborator's Insurance.

[This space intentionally left blank; signature lines/pages to follow]

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

By _____
(Signature)

(Contracts/Purchasing Officer)

Date: _____

Approved as to Fiscal Provisions²

By _____
(Signature)

Gary Giboney, Auditor-Controller
(Print Name, Title)

Date: _____

Approved as to Liability Provisions³

By _____
(Signature)

Steve Mauck, Risk Management
(Print Name, Title)

Date: _____

Approved as to Form¹

By _____
(Signature)

Stacy L. Sietta, Deputy County Counsel
(Print Name, Title)

Date: _____

THE MONTEREY COUNTY CHILDREN AND FAMILIES COMMISSION (publically known as FIRST 5 MONTEREY COUNTY)

1125 Baldwin St.
Salinas, CA 93901
(831) 444-8549

By _____
(Signature)

Francine Rodd, Executive Director
(Print Name, Title)

Date: _____

Approved as to Fiscal Provisions:

By _____
(Signature)

(Kerstine A. Town, Controller)

Date: _____

1Approval by County Counsel is required; if MOU is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions.

2Approval by Auditor-Controller is required.

3Risk management signature required

*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 MOU 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 MOU.

ACTION COUNCIL OF MONTEREY COUNTY

295 Main Street, Suite 300
Salinas, CA 93901
(831) 783-1244

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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ALISAL UNION SCHOOL DISTRICT*

1205 E. Market Street
Salinas, CA 93905
(831) 753-5700

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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BEHAVIORAL INTERVENTION FOR AUTISM

381 High Street
Monterey, CA 93940
(510) 652-7445

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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CATIPON, GENEVIEVE (VIVETTE)

4111 Sonia St.

Livermore, CA 94550

By _____
(Signature)

(Print Name, Title)

Date: _____

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CENTRAL CALIFORNIA ALLIANCE FOR HEALTH

950 E Blanco Rd Suite 101

Salinas, CA 93901

(831) 755-6000

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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**CENTRO BINACIONAL PARA EL DESARROLLO
INDÍGENA OAXAQUEÑO**

744 N Abby St.
Fresno, CA 93701
(559) 499-1178

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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CITY OF SALINAS – SALINAS PUBLIC LIBRARY

350 Lincoln Avenue

Salinas, CA 93901

(831) 758-7391

By _____

(Signature)

(Print Name, Title)

Date: _____

By _____

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

(Print Name, Title)

Date: _____

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COASTAL KIDS HOME CARE

1172 S. Main Street #125

Salinas, CA 93901

1.800.214 (KIDZ) 5439

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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**COMMUNITY ACTION PARTNERSHIP OF
SAN LUIS OBISPO COUNTY, INC.**

1030 Southwood Drive
San Luis Obispo, CA 93401
(805) 544-4355

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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COMMUNITY HUMAN SERVICES

1083 S Main St ·
Salinas, CA 93901
(831) 658-3811

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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**CONTINUING DEVELOPMENT, INC. / CHILD
DEVELOPMENT CENTERS**

20 Great Oaks Blvd., Suite 200
San Jose, CA 95119
(408) 556-7300

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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**COUNTY OF MONTEREY,
DEPARTMENT OF SOCIAL SERVICES**
1000 S. Main Street, Suite 301
Salinas, CA 93901
(831) 755-4448

By _____
(Signature)

(Print Name, Title)

Date: _____

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**COUNTY OF MONTEREY,
HEALTH DEPARTMENT**

1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4500

By _____
(Signature)

(Print Name, Title)

Date: _____

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**DOOR TO HOPE/MONTEREY COUNTY SCREENING TEAM
FOR ASSESSMENT, REFERRAL AND TREATMENT,**
130 Church Street, Suite 3
Salinas, CA 93901
(831) 758-0181

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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EARLY DEVELOPMENT SERVICES

1450 Elm Avenue

Seaside, CA 93955

Mailing Address:

P.O. Box 1747

Seaside, CA 93955

(831) 393-2246 x 101

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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FREY, JACKIE

619 Parcel Street

Monterey CA 93940

(408) 602-0098

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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GO KIDS, INC.

885 Moro Dr.
Gilroy, CA 95020
(408) 843-9000

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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HARMONY AT HOME

3785 Vía Nona Marie
Carmel-By-The-Sea, CA 93923
(831) 625-5160

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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HARTNELL COMMUNITY COLLEGE

411 Central Ave.
Salinas, CA 93901
(831) 755-6700

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

I CAN TOO! LEARNING CENTER, INC.

415 Elwood St
Salinas, CA 93906
(831) 443-1279

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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KING CITY JOINT UNION HIGH SCHOOL DISTRICT

720 Broadway St.
King City, CA 93930
(831) 385-4661

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

**KINSHIP CENTER, as a member of the Seneca Family of
Agencies**

124 River Rd.
Salinas, CA 93908
(831) 455-4703

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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MEE MEMORIAL HOSPITAL

300 Canal St.

King City, CA 93930

(831) 385-6000

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

MEXICAN AMERICAN OPPORTUNITY FOUNDATION

401 N. Garfield Avenue

Montebello, CA 90640

(323) 278-3602

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

MONTEREY COUNTY OFFICE OF EDUCATION

901 Blanco Cir.
Salinas, CA 93901
(831) 755-0300

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

MCOE – Head Start approvals

By _____
(Signature)

(Print Name, Title)

Date: _____

MCOE – Migrant Education Approvals

By _____
(Signature)

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

**MONTEREY COUNTY PROBATION
DEPARTMENT – CHILD ADVOCATE PROGRAM**

20 E. Alisal Street
Salinas, CA 93901
(831) 755-3900

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

700 Pacific St.
Monterey, CA 93940
(831) 645-1200

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd

Salinas, CA 93906

(831) 755-4187

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

NORTH MONTEREY UNIFIED SCHOOL DISTRICT

10601 McDougal St.
Castroville, CA 95012

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

PAJARO VALLEY PREVENTION AND STUDENT ASSISTANCE

335 East Lake Ave.
Watsonville, CA 95076
(831) 728-6445

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

294 Green Valley Road
Watsonville, CA 95076
(831) 786-2100

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

POSITIVE DISCIPLINE COMMUNITY RESOURCES

P.O. Box 5365
Santa Cruz, CA 95063
(831) 476-7284

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

SALINAS CITY ELEMENTARY SCHOOL DISTRICT

840 South Main Street

Salinas, CA 93901

(831) 784-2201

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

450 E Romie Ln.
Salinas, CA 93901
(831) 757-4333

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

SAN ANDREAS REGIONAL CENTER

344 Salinas Street, Suite 207

Salinas, CA 93901

(831) 759-3110

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

SANTA RITA SCHOOL DISTRICT

57 Russell Road
Salinas, CA 93906
(831) 443-7200

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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SPECIAL KIDS CRUSADE

1900 Garden Road, Suite 230

Monterey, CA 93940-5334

(831) 372-2730

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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SUN STREET CENTERS

11 Peach Drive
Salinas CA 93901
(831) 753-5135

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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THERASENS OCCUPATIONAL & PHYSICAL THERAP

1900 Garden Road
Suite 200-C
Monterey, CA 93940
(831) 250-6770

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

TRUMPET BEHAVIORAL

390 Union Blvd., Suite 300

Lakewood, CO 80228

(303) 989-8169

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

TUCCI LEARNING SYSTEMS, INC

3180 Imjin Rd Suite 149

Marina, CA 93933

(831) 786-0600

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

*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 MOU 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 MOU.

WEST ED
730 Harrison Street
San Francisco, CA 94107
(415) 565-3000

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

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YWCA MONTEREY COUNTY

236 Monterey St
Salinas, CA 93901
(831) 422-8602

By _____
(Signature)

(Print Name, Title)

Date: _____

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

(Print Name, Title)

Date: _____

EXHIBIT A
CONFIDENTIALITY OF PARTICIPANT INFORMATION CERTIFICATION

- 1. Confidentiality of Participant Information and Records.** All Participant Information is confidential. F5MC and each Collaborator shall maintain the confidentiality of all Participant records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of Participant records and Participant information, including but not limited to: the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”); the federal Confidentiality of Alcohol and Drug Abuse Patient Records under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (the “Part Regulations”); the Lanterman-Petris-Short Act (“LPS”), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code §120975; and California Civil Code Section 1798.29.

“Participant Information” includes any individually identifying information related to a Participant for physical, alcohol and drug treatment, behavioral health services, health educational and social services (hereinafter, collectively referred to as “Medical Services”), including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Participant Information” includes all health information that the members of the MDT, including F5MC and each Collaborator have obtained about a Participant of Medical Services, including the mere fact that the Participant is receiving Medical Services from a Collaborator that is Covered Entity, as defined by HIPAA, or has been referred to a Covered Entity Collaborator for Medical Services, whether or not a documentary record of such information exists.

- 2. Ownership of Data.** All Participant Information created or received by a Covered Entity Collaborator, in connection with the provision of Medical Services under this MOU shall be and remain the property of the Covered Entity Collaborator who shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “Covered Entity Collaborator Data” or “CECD.”
- 3. Use and Disclosure of Information.** In relation to the services being provided by the members of the MDT, the Collaborators may require access to CECD to develop a Participant’s service plan and/or to integrate into their service plan the progress of their Participant’s receipt of services rendered from other Collaborators. A Covered Entity Collaborator shall disclose CECD to the MDT solely as set forth below. A Covered Entity Collaborator may provide CECD to MDT pursuant to a valid

authorization for such disclosure from the Participant of the services or his or her legally authorized representative, or as required by law. A Covered Entity Collaborator also may provide CECD that has been de-identified in accordance with 45 C.F.R. Section 164.514 to MDT as necessary in connection with its performance of services under this MOU.

MDT shall use CECD or Participant Information obtained from contact with Participants of Medical Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the confidentiality of such information and to prevent further use or disclosure. MDT acknowledges that CECD regarding a Participant whose records are subject to the Part 2 Regulations may not be re-disclosed to another entity without specific authorization from the Participant or his/her legally authorized representative for such re-disclosure. In addition, MDT shall obtain the written consent of the Participant prior to any disclosure of CECD, except as required by law. The responsible Covered Entity Collaborator shall have access to any Participant Information obtained by MDT in connection with its performance under this MOU.

Members of the MDT shall not disclose Participant Information, including the identities of Participants of Medical Service, to other parties without proper authorization for such disclosure or as authorized by law.

In relation to the services being provided by MDT pursuant to this MOU, Members of the MDT may also require access to other Collaborators records and information related to the Participants of MDT services ("Parties' Data"). Members of the MDT will use Parties' Data only for the purpose of fulfilling its duties under this MOU and will not share such data (including anonymized data) with, or disclose it to, any third party without the prior written consent of the Parties, except as required by law and except to third party contractors retained by the MDT to provide services related to this MOU.

Members of the MDT will provide access to Parties' Data and CECD to its employees, subcontractors and third party contractors who need to access the data to fulfill the obligations under this MOU. MDT members will ensure that employees and subcontractors who perform work under this MOU are bound to strict obligations of confidentiality no less rigorous than those set forth herein.

If a MDT member receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, et seq.) ("requests") or requests seeking CECD or Parties' Data, the Collaborator may advise the requesting party that the documents are not in Collaborator's possession and that all requests should be directed to F5MC. F5MC shall respond to any such requests seeking their data.

MDT members will immediately notify the responsible Covered Entity Collaborator if their CECD is in any way misused, accessed, or disclosed in a manner in which the security, confidentiality or integrity of the CECD is breached.

If the MDT will have access to "education records" as defined under the Family Educational Rights and Privacy Act ("FERPA"), the MDT member acknowledges that for

the purposes of this MOU it will be designated as a “school official” with “legitimate educational interests” in the school district employee assigned membership to the MDT participating in the interest of District student (the “District Collaborator”) education records, as those terms have been defined under FERPA and its implementing regulations, and the MDT Member agrees to abide by the FERPA limitations and requirements imposed on school officials. The MDT shall make reasonable efforts train staff and all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this MOU, which are applicable to the MDT member individual or MDT member agency, and its officers, agents, and employees. The MDT member individual or agency will use the education records only for the purpose of fulfilling its duties under this MOU for District Collaborator’s and the students’ benefit, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by the District Collaborator.

Upon termination or expiration of this MOU, all members of the MDT will return or securely destroy Collaborator’s Data as directed by the Collaborator. Transfer to the Collaborator or a third party designated by the Collaborator shall occur within a reasonable period of time, and without significant interruption in service. In the event that the Collaborator requests destruction of Collaborator’s Data, all members of the MDT agree to securely destroy all data in its possession and in the possession of any subcontractors or agents to which any MDT member might have transferred Collaborator’s Data. All members of the MDT agree to provide certification of data destruction to the Collaborator upon request.

- 4. Penalty for Unauthorized Disclosure.** The Parties understand that disclosure of Participant Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.
- 5. Duty to Warn.** The Parties understand that persons providing services under this MOU may, in certain situations involving a Participant of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.
- 6. Dissemination of these Confidentiality Provisions.** The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

EXHIBIT B
F5MC
INSURANCE

F5MC certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. **Professional Liability Insurance or self-insurance** with financially-owned and reputable companies with limits of One Million Dollars (\$1,000,000) per claim and a general aggregate of Three Million Dollars (\$3,000,000). If such insurance is written on a claims- made and reported form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made and reported policy is canceled or non-renewed, then F5MC shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. **Commercial General Liability or Self-Insurance.** F5MC shall maintain a minimum limit of One Million Dollar (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limits.
3. **Worker's Compensation Insurance** in a form and amount covering the F5MC's statutory liability, as required by law under the Workers' Compensation Insurance and Safety Act of the State of California.

The coverage referred to in Section 2 above may be **documented with a letter of self-insurance provided by F5MC**. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of F5MC, its officers, agents, and/or employees. F5MC upon execution of this MOU, shall furnish, upon request, each Collaborator with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with stated requirements. Certificates shall further provide for thirty (30) days advance written notice to each Collaborator of any modification, change or cancellation of any of the above insurance coverages.

(continue to review Exhibit C on following page)

EXHIBIT C
COLLABORATOR
INSURANCE

Collaborator certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of One Million Dollars (\$1,000,000) per claim and a general aggregate of Three Million Dollars (\$3,000,000). If such insurance is written on a claims-made and reported form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made and reported policy is canceled or non-renewed, then the Collaborator shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability or Self-Insurance. Collaborator shall maintain commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.
3. Worker's Compensation Insurance in a form and amount covering the Collaborator's statutory liability, as required by law under the Workers' Compensation Insurance and Safety Act of the State of California.

The coverage referred to in Section 2 above may be **documented with a letter of self-insurance provided by the Collaborator**. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the Collaborator, its officers, agents, and/or employees. The Collaborator upon execution of this MOU, shall furnish F5MC with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with stated requirements. Certificates shall further provide for thirty (30) days advance written notice to F5MC and each other Collaborator of any modification, change or cancellation of any of the above insurance coverages.