

**AGREEMENT BETWEEN  
FIRST 5 SAN MATEO COUNTY  
AND**

**THIS AGREEMENT (“AGREEMENT”)** is effective as of [REDACTED], by and between First 5 San Mateo County, hereinafter called “Commission,” and [REDACTED] hereinafter called “Grantee.”

**W I T N E S S E T H :**

**WHEREAS**, pursuant to Health & Safety Code Section 130100 et seq., Commission may contract with Grantees for the furnishing of such services to or for the Commission; and

**WHEREAS**, it is necessary and desirable that the parties enter into this Grant Agreement to provide Grantee funding to [REDACTED]

**WHEREFORE**, the Commission and Grantee agree as follows:

1. **Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A – Scope of Work
- Exhibit B – Payments
- Exhibit C – Compliance with Section 504 of Rehabilitation Act of 1973, as amended

2. **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, Grantee, under the general direction of the Executive Director of the Commission, or his/her authorized representative, with respect to the product or result of Grantee’s services, shall perform services as described in Exhibit A (the “Services”).

Grantee shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this Agreement.

3. **Agreement Term and Termination**

Subject to Paragraph 4(C) and Paragraph 5, each of which may require performance after the Agreement term is completed or the Agreement is terminated, the term of this Agreement shall be from [REDACTED] to [REDACTED]. Grantee further agrees that the requirements of this Agreement pertaining to indemnity in Paragraph 8, records in Paragraph 14, and intellectual property in Paragraph 15, and controlling law in Paragraph 19, shall survive the termination of this Agreement.

The Executive Director, after consultation with the Chair of the Commission, may at any time from execution of Agreement, terminate this Agreement, with or without cause upon 30 days written notice specifying the effective date of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Grantee under this Agreement shall become the property of the Commission and shall be promptly delivered to the Commission. In the event of termination, Grantee shall be paid for all work satisfactorily performed until termination. In the event that the Commission makes any advance payments, Grantee agrees to refund any amounts in excess of the amount owed by the Commission at the time of the Agreement termination. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed satisfactorily to the work/services required by the Agreement.

4. **Payments**

A. **Maximum Amount**. In full consideration of Grantee’s performance of the Services described in Exhibit A, the amount that the Commission shall be obligated to pay under this Agreement shall not exceed [REDACTED] DOLLARS (\$ [REDACTED]).

- B. **Rate of Payment.** The rate of payment shall be as specified in Exhibit B. The Commission reserves the right to withhold payment if the Commission determines that the quantity or quality of the work performed as described in Exhibit A is unacceptable. In the event that any advance or unearned payments are received by Grantee, Grantee shall hold such payments in trust for the benefit of the Commission and shall return or refund to the Commission any and all amounts held that are in excess of the amount owed by the Commission at the time of Agreement termination.
- C. **Time Limit for Submitting.** Grantee expenditures will be paid on a reimbursement basis only. On a quarterly basis, the Grantee shall submit actual expenses in a Financial Status Report and Request for Funds. This Report shall be submitted within 30 days after the end of each quarter being reported on for each funded fiscal year under this Agreement in accordance with the provisions of Exhibit B. Guidelines from the Grantee Handbook for the submittal of the quarterly Financial Status Report and Request for Funds will be provided on request.
- D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement is contingent upon the availability of funds under Proposition 10. In the event such funds are not provided or not available to the First 5 San Mateo County, the Commission shall not be liable for any payment under this Agreement. In such event, the Commission may terminate this agreement for unavailability of State funds. If that occurs, the Commission shall request that the Executive Director inform the Grantee of such unavailability as soon as it is known, and, to the extent Proposition 10 funds remain and it is legally possible, the Commission shall pay all outstanding amounts due. In no event will the Commission be required to make payments under this Agreement from non-Proposition 10 Commission funds.
- E. **Supplantation.** Funds pursuant to this Agreement are provided pursuant to Proposition 10 and are intended to supplement, expand upon, and enhance activities funded from existing sources. Grantee shall not use funds under this Agreement to supplant existing resources or services.

5. **Program Monitoring and Evaluation**

Grantee shall track the achievement of program objectives and the process and outcome measures for this project as they are described in the scope of work in Exhibit A. Grantee shall cooperate with the Commission, the Staff and/or a Staff Designee hired to aid in the evaluation process. Grantee shall collect client level data for each funded year and shall participate in a countywide and statewide evaluation of the effectiveness of Proposition 10 efforts, whether it occurs during or after the term of this contract. As requested by the Executive Director, Staff and/or designee, the Grantee shall submit reports in the form of those included in the Grantee Handbook according to the following monitoring and evaluation dates:



6. **Acknowledgement of First 5 San Mateo County (F5SMC) Funding**

Grantee shall acknowledge being a recipient of F5SMC funding in statements or printed materials appropriate to the purpose of their grant. Grantee shall prominently display any appropriate acknowledgement provided by F5SMC and place the F5SMC logo and/or the following phrase, "Funding provided by First 5 San Mateo County," in all public education and outreach materials and media communication regarding projects funded with Proposition 10 funding.

7. **Relationship of Parties**

Grantee agrees and understands that the work/services performed under this Agreement are performed as a Grantee and not as an employee of the Commission or the County of San Mateo and that Grantee acquires none of the rights, privileges, powers or advantages of Commission or County employees.

8. **Indemnity**

Grantee shall indemnify and save harmless the Commission, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Grantee, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Commission, its officers, agents, employees, or servants resulting from the performance of any work required of Grantee or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the

Commission has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and hold harmless as set forth herein, shall include the duty to defend as set forth in section 2778 of the California Civil Code.

9. **Insurance**

The Grantee shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Executive Director of the Commission. Grantee shall use diligence to obtain such issuance and to obtain such approval. The Grantee shall furnish the Commission with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Grantee's coverage to include the liability assumed by the Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Commission of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. **Worker's Compensation and Employer's Liability Insurance.** The Grantee shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Grantee makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. **Liability Insurance.** The Grantee shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from grantee's operations under this Agreement, whether such operations be by himself/herself or by any person or entity performing the services or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |     |                                   |             |
|-----|-----------------------------------|-------------|
| (a) | Comprehensive General Liability   | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance | \$1,000,000 |

The Commission and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the Commission, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Commission or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Commission at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. **Non-Discrimination**

Grantee shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973**

1. Pursuant to Section 504 (Public Law 93-112), the Grantee agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
2. Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Grantee shall agree to be in compliance with Section 504 requirements by signing the

Letter of Assurance, attached and incorporated herein as Exhibit C.

- B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Grantee to penalties, to be determined by the Executive Director after consultation with the Chair of the Commission, including but not limited to: i) termination of this Agreement; ii) disqualification of the Grantee from bidding on or being awarded a Commission or County of San Mateo agreement for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Executive Director, on behalf of the Commission.

To effectuate the provisions of this paragraph, the Executive Director shall have the authority to: i) examine Grantee's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Grantee under the Agreement or any other Agreement between Grantee and the Commission or the County of San Mateo. Grantee shall report to the Executive Director the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Grantee that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Grantee shall provide the Commission with a copy of its response to the Complaint when filed.

- C. **Non-Discrimination - Employment.** Grantee shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Grantee's equal employment opportunity policies shall be made available to the Commission upon request.
- D. **Equal Benefits.** With respect to the provision of employee benefits, Grantee shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

11. **Child Abuse Prevention and Reporting.**

Grantee agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a) but who will be alone with children and/or who have supervisory or disciplinary control over children, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Establishing procedures to ensure fingerprinting, at the Grantee's sole expense, for all employees, subcontractors, assignees, volunteers, and any other persons who provide services under this Agreement who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) in order to determine whether they have a criminal history which would compromise the safety of children with whom Grantee's employees, subcontractors, assignees or volunteers have contact.

12. **Smoke Free Premises**

The Grantee shall prohibit smoking on its premises. "Premises" shall include all property owned, leased, or occupied by Grantee, including its offices and day care centers, if applicable. In addition, Grantee shall include or incorporate by reference in all subcontracts the requirements of this provision; failure to do so shall constitute a material breach of this Agreement.

13. **Assignments and Subcontracts**

- A. Without the written consent of the Executive Director of the Commission or his/her designee, this Agreement is not assignable in whole or in part with the exception of subcontractors already approved as

part of this Agreement. Any assignment by Grantee without the written consent of the Executive Director of the Commission or his/her designee violates this Agreement and shall automatically terminate this Agreement.

- B. All assignees, subcontractors, or consultants approved in writing by the Executive Director of the Commission or his/her designee shall be subject to the same terms and conditions applicable to Grantee under this Agreement, and Grantee shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

14. **Records**

- A. Grantee agrees to provide to the Commission, to any Federal or State department having monitoring or reviewing authority, to Commission's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Grantee shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.
- C. Grantee shall notify Commission staff of all instances and/or requests for data disclosure.

15. **Intellectual Property**

The Commission recognizes that, at times, Grantees may wish to share their findings and analysis for the benefit of the community through publication, teaching and other methods of dissemination. These activities can be viewed as beneficial to the community; therefore the Commission generally encourages them. As long as the Grantee does not receive any financial consideration for the dissemination and takes steps to protect the confidentiality of any individual that provided information, the Grantee may do so without approval from the Commission; however, any dissemination will include an acknowledgment of First 5 San Mateo County.

However, this Agreement shall otherwise preclude Grantees from using or marketing products developed or originated for the Commission hereunder commercially or in any manner that generates revenue unless and until the parties execute a marketing agreement.

All products, concepts, inventions, discoveries and improvements, however recorded, prepared or generated by the Grantee in the performance of this Agreement shall be the exclusive property of the Commission and the Commission reserves all rights, including but not limited to the copyrights. It is the parties' intention that any product or concept created by the Grantee under this agreement be a work for hire. The phrase "products, concepts, inventions, discoveries and improvements" as used in the Agreement shall include, but will not be limited to, documentation, findings, designs, reports, forms, evaluations, analyses, methods of analysis, videos, images, diagrams, brochures, manuals, books, curricula, presentations, other writings, systems and software developed related to the work under this Agreement.

It shall be further presumed that any product, concepts, inventions, discoveries and improvements recorded, prepared or generated by the Grantee during the term of this Agreement and related to this Agreement were recorded prepared or generated in the performance of this Agreement unless Grantee is able to show by documented proof that such product, invention, discovery or improvement was developed solely with Grantee's facilities or resources and is unrelated to this Agreement. If any product, invention, discovery or improvement related to this Agreement shall be determined to be the property of Grantee, the F5SMC Commission shall be granted a nonexclusive, irrevocable, royalty free license to use said product, invention, discovery or improvement.

Failure to comply with the obligations of this provision shall constitute a Material Breach of the Agreement. Because Grantee and the Commission agree that damages for violation of this provision would likely be difficult to ascertain and calculate, Grantee agrees to pay the Commission liquidated damages in the amount of \$15,000 for each violation of this provision. In addition, the Grantee and the Commission agree that a violation of this provision would result in irreparable harm to the Commission.

16. **Compliance with Applicable Laws**

All services to be performed by Grantee pursuant to this Agreement shall be performed in accordance with all

applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, confidentiality requirements and applicable quality assurance regulations.

**17. Alteration of Agreement**

This Agreement, including exhibits and attachments included herewith and incorporated by reference, constitutes the sole and entire Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and executed by the parties.

**18. Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed:

- 1) In the case of Commission, to:  
First 5 San Mateo County  
1700 S. El Camino Real, Suite 405  
San Mateo, CA 94402  
Phone: (650) 372-9500  
Attention: Executive Director
  
- 2) In the case of Contractor, to:  
Name: [REDACTED]  
Address: [REDACTED]  
Attention: [REDACTED]  
Phone: [REDACTED]

Unless First 5 San Mateo County is informed in writing, of any change as to the name and address for notices.

**19. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Any lawsuit related to this Agreement must be venued in the San Mateo County Superior Court.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement.

**FIRST 5 SAN MATEO COUNTY**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date  
[REDACTED]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Budget Unit

\_\_\_\_\_  
Grantee's Tax ID Number

**EXHIBIT A**



**PROJECT SERVICES**

Pursuant to the Agreement for Services between First 5 San Mateo County (F5SMC) and [REDACTED], effective as of [REDACTED], Grantee shall provide Services as described in this Exhibit A, over the term of this Agreement.

Grantee commits to align their program with First 5 San Mateo County's strategic approach to collaborate with existing services. In doing so, resources are maximized with the goal of implementing comprehensive and integrated services which support the Commission's adopted Strategic Plan for children and families in San Mateo County.

Attachments to Exhibit A reflect the detailed scope of work for the term of this Agreement.

Under this Agreement, Grantee will:



**EXHIBIT B**

  
**PAYMENTS**



Pursuant to the Agreement for Services between First 5 San Mateo County and , effective as of , the Commission shall pay Grantee, as described in this Exhibit B over the term of this Agreement.




Exhibit B and its attachments reflect the budget for the Agreement term.

1. The Commission shall reimburse Grantee for services provided not to exceed the maximum award, contingent upon the Grantee submitting a quarterly Financial Status Report and Request for Funds to the Commission. After review and approval of the Grantee's Financial Status Report and Request for Funds, Grantee shall be reimbursed for reasonable costs incurred in providing services required by the Agreement.

At the end of the Agreement term, the Commission will conduct an 'Agreement closeout' which includes a reconciliation of all Commission payments and Grantee expenditures. Any balance due to the Grantee will be paid by the Commission upon completion of the Agreement closeout process. In the event the reconciliation reveals that the Grantee was paid an amount in excess of the amount owed by the Commission, the Grantee will refund this amount upon notification from the Commission.

Under no circumstances, shall total payments from the Commission to the Grantee exceed the Maximum Amount of the Agreement.

Guidelines for progress reports, program expenditure reporting, and reimbursement for services are contained in the Grantee Handbook and Grantee's reporting shall include a descriptive narrative, tracking of the approved timeline and work plan (scope of work), and a detailed financial accounting of all grant funds spent in comparison with the approved budget.

2. Payment is contingent on the performance of the services described in Exhibit A to the full satisfaction of the Executive Director, on behalf of the Commission.
3. The amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed  DOLLARS (\$  for the Agreement term.
4. Payment is contingent upon satisfactory performance, appropriate grant management, and timely reporting.
5. Grantee shall expend funds received, in accordance with the budget as described in Attachments B-1 and B-2, attached hereto and incorporated by reference herein, or as approved later by the Executive Director or his/her designee.
6. 



**EXHIBIT C**

**ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereafter called the "Grantee") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS Regulation, and all guidelines and interpretations issued pursuant thereto.

The Grantee gives this assurance in consideration of and for the purpose of obtaining agreements after the date of this assurance. The Grantee recognizes and agrees that agreements will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

The Grantee: (Check a or b)

- a.     (   ) employs fewer than 15 persons
  
- b.     (   ) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_

Name of 504 Person – Type or Print

\_\_\_\_\_

Name of Grantee – Type or Print

\_\_\_\_\_

Address

City

State

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature and Title of Authorized Official

\*Exception: DHHS Regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."