

**AGREEMENT 1920-039-00
BY AND BETWEEN
FIRST 5 SONOMA COUNTY COMMISSION
AND
COUNTY OF SONOMA**

This **AGREEMENT** (“Agreement”) entered into as of the 1st day of July 2019, (“Effective Date”) is by and between the **FIRST 5 SONOMA COUNTY COMMISSION**, a public body and legal public entity (“COMMISSION”) and County of Sonoma (“CONTRACTOR”). This Agreement shall be administered by an authorized designee of the COMMISSION.

Recitals

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the California legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, et seq. (as amended, the “Act”), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the First 5 California Commission (formerly California Children and Families Commission), and providing for establishment in each county of First 5 Commissions (formerly Children and Families Commissions), including First 5 Sonoma County.

B. The COMMISSION has adopted a Strategic Plan to define how funds authorized under the Act should best be allocated to meet the critical needs of Sonoma County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, or revised (“Strategic Plan”).

C. COMMISSION desires to contract with CONTRACTOR to provide services, carry out certain performance activities and obligations, and achieve certain outcomes, while promoting the purposes of the Act and the First 5 Sonoma County Strategic Plan on the terms and conditions set forth in this Agreement and the *Project Summary*, (Exhibit A); *Project Scope of Work*, (Exhibit A-1); *Project Budget*, (Exhibit B) and *Budget Narrative* (Exhibit B-1).

D. CONTRACTOR desires to provide the services in furtherance of the purposes of the Act and the First 5 Sonoma County Strategic Plan on the terms and conditions set forth in this Agreement and is able, qualified, and willing to perform these services for the COMMISSION.

NOW, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. Term

This Agreement begins and is made effective as of July 1, 2019 (the “Effective Date”), and ends on June 30, 2021 unless terminated earlier under this Agreement (the “Term”).

2. Performance

2.1 Services. CONTRACTOR must provide, to the complete satisfaction of the COMMISSION, all services described in *Project Summary* (Exhibit A) and *Project Scope of Work* (Exhibit A-1), attached and incorporated into this Agreement) (the “Services”).

2.2 Budget. CONTRACTOR must comply with all criteria and standards contained in *Project Budget* (Exhibit B) and *Budget Narrative* (Exhibit B-1). attached and incorporated into this Agreement.

2.3 Purpose. The purpose of this Agreement is to define terms related to the award of funding from COMMISSION to CONTRACTOR to continue delivery of Nurse-Family Partnership (NFP) Home Visiting Services with fidelity to the model outlined in the NFP Theory of Change Logic Model.

Pursuant to state law and the First 5 Sonoma County Strategic Plan, CONTRACTOR must provide the Services for the sole purpose of promoting, supporting, and improving the early development of children residing in Sonoma County from the prenatal stage through 5 years of age. CONTRACTOR must only:

- a. Provide the Services to children ages prenatal through age five who reside in Sonoma County;
- b. Provide the Services to parents, primary care givers, or legal guardians of children ages prenatal through age five who reside in Sonoma County; or
- c. Provide the Services that support professionals, service providers and/or systems, who in turn provide services to (i) children ages prenatal through age five who reside in Sonoma County, or (ii) the parents, primary care givers, or legal guardians of these children.

2.4 Capabilities. CONTRACTOR represents and warrants that it has the expertise, appropriate licenses, support staff, and facilities necessary to provide the Services in a timely and professional manner.

3. Compliance with Strategic Plan, and Other Requirements

3.1 Strategic Plan. CONTRACTOR must provide the Services in a manner consistent with the objectives in the COMMISSION’s Strategic Plan, available on the COMMISSION’s website – www.first5sonoma.org - and incorporated by reference into this Agreement (the “Strategic Plan”). In order to carry out these objectives, COMMISSION may, from time to time and at the COMMISSION’s sole discretion, request CONTRACTOR to work with other COMMISSION-affiliated service providers in order to integrate the Services into other programs funded directly or indirectly by the COMMISSION. CONTRACTOR must make reasonable efforts to comply with the COMMISSION’s request.

3.2 Other Requirements. CONTRACTOR must comply with all other criteria and standards contained in this Agreement and all exhibits, and any additional COMMISSION policies, procedures, or other requirements in effect during the Term.

4. Compensation

4.1 Project Budget. Compensation for the Services is based on actual costs as described in Exhibits B and B-1.

4.2 Reimbursement. The COMMISSION will reimburse CONTRACTOR for all necessary, reasonable, and justifiable expenses, as determined by the COMMISSION, incurred in accordance with the Project Budget for providing the Services and/or activities on behalf of the COMMISSION in an aggregate amount not to exceed \$1,200,000 (the "Contract Amount"). The COMMISSION will follow the reimbursement process set forth. Payment on all invoices is contingent upon CONTRACTOR's compliance with all contractual requirements including, but not limited to, the achievement of performance standards and the timely submission of Progress Report data, as defined below.

- a. **Invoicing.** CONTRACTOR must request reimbursement by submitting to the COMMISSION **quarterly** invoices, which include detail setting forth actual expenditures as compared to the Project Budget. In addition to expenditures, all revenue received within the billing quarter must be reported on the quarterly invoices. Revenue received by CONTRACTOR for Nurse Family Partnership services provided may include, but is not limited to: Targeted Case Management (TCM), Federal Financial Participation (FFP), MAA, and realignment, as demonstrated in **Exhibit B**, Project Budget. The COMMISSION will reimburse the expenditures not covered by the revenue received up to the contracted amount. Invoices for the 1st, 2nd and 3rd quarters of the fiscal year must be submitted to COMMISSION within 30 calendar days of the last day of the month in which services were provided (see invoicing schedule below). The invoice for 4th and final quarter of the year must be submitted to the COMMISSION within 46 calendar days of the last day of the month.

Quarterly Invoicing Schedule

Quarter	Service Period	Invoice Due Date
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1 – March 31	April 30
4	April 1 – June 30	August 15

- b. **Progress Reporting Requirements.** The COMMISSION utilizes a designated, web-based database and data management program called "Persimmony." If applicable to the Services or any program under the Scope of Work (Exhibit A-1), CONTRACTOR must submit client level data on a semi-annual basis via Persimmony. CONTRACTOR must also submit progress reports on a semi-annual basis via Persimmony. Any and all aggregate data, if applicable to the Services or any program-under the Scope of Work, is due on a semi-annual basis via Persimmony. The COMMISSION must receive semi-annual reports no later than the 46 days (February 15) after the ending of the previous

reporting period for the mid-year report, and no later than 46 days after the end of the fiscal year report (August 15), or as the COMMISSION requires. CONTRACTOR must submit all data and reports in a form provided by the COMMISSION.

- c. **Electronic Fund Transfer.** All payments by the COMMISSION to CONTRACTOR during the term of this Agreement shall be made via electronic funds transfer ("EFT"). CONTRACTOR shall be required to submit all forms necessary to facilitate EFT, including, but not limited to, the EFT authorization form. Traditional checks will be used for payment until the EFT is established.

4.3 **Disallowed Costs.** The COMMISSION will not reimburse CONTRACTOR for any expense that it determines, in its sole discretion, to be a supplanting of funds or program income, as described below.

5. Supplementing Existing Service Levels and Supplanting Other Funding

5.1 **Supplanting Law & Policy.** The Parties are bound by the provisions of the COMMISSION's supplanting policy and Section 30131.4(a) of the Revenue and Taxation Code, which states:

All moneys raised pursuant to taxes imposed by Section 30131.2 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 service 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.

5.2 **Prohibition Against Supplanting.** CONTRACTOR must not use any funds provided by the COMMISSION to supplant existing funds in contravention of law or COMMISSION policy. CONTRACTOR must use any monies leveraged, obtained through matching funds, part of governmental or private grant funds, or in any way resulting from the use of funds provided by the COMMISSION, solely in performing the Services. CONTRACTOR's use of these funds is subject to the COMMISSION's approval at the COMMISSION's sole discretion.

5.3 Additional Funds

- a. **Receipt of Additional Funds.** If CONTRACTOR receives any funding for services from state, federal, or local governmental agencies that is not otherwise designated for the specific purpose of (general funds) for particular projects ("Additional Funds"), CONTRACTOR must immediately notify the COMMISSION in writing of the amount of Additional Funds received and all terms and conditions attached to CONTRACTOR's use of the Additional Funds. CONTRACTOR must use as much of the Additional Funds as possible toward providing the Services. The COMMISSION will no longer reimburse CONTRACTOR for any expenses CONTRACTOR incurs in providing the Services to the extent CONTRACTOR did use or could have used Additional Funds to pay for the same portion of the Services. The COMMISSION, at its sole discretion, will continue to fund up to the current balance of the Contract Amount for the remainder of the Term, but

only to the extent that the Services are unrelated or in addition to the services funded by the Additional Funds.

- b. **Abuse of Additional Funds.** The COMMISSION may, at its sole discretion, investigate CONTRACTOR's use of Additional funds and may require CONTRACTOR to document its use of the Additional Funds along with funds it receives under this Agreement. If the COMMISSION determines, in its sole discretion, that CONTRACTOR used both COMMISSION funds and Additional Funds to pay for any expense substantially similar or reasonably related to the Services, CONTRACTOR must reimburse the COMMISSION for all COMMISSION funds expended in this manner. The COMMISSION may also, at its sole discretion, require that CONTRACTOR certify to the COMMISSION that it is not using or will not use Additional Funds to fund any portion of those services funded by the COMMISSION.

6. Program Income

6.1 **Definition.** "Program Income" means gross income earned by CONTRACTOR that is directly generated by a supported activity or earned as a result of funds awarded by the COMMISSION or procured directly or indirectly under this Agreement. Program Income includes, but is not limited to, income from fees for Services performed, the use or rental of real or personal property acquired under COMMISSION-funded projects, the sale of commodities or items fabricated under funds awarded by the COMMISSION, license fees and royalties on patents and copyrights, and interest on loans made with funds awarded by the COMMISSION.

6.2 **Restrictions on Use.** CONTRACTOR must use Program Income only for providing the Services. CONTRACTOR must place and maintain Program Income in a separate cost center or fund trackable in CONTRACTOR's accounting system for CONTRACTOR's performance of the Services. CONTRACTOR must notify the COMMISSION immediately upon ascertaining the existence of Program Income. The COMMISSION may offset future disbursements and reimbursements to CONTRACTOR in an amount equal to all funds identified by CONTRACTOR as Program Income, and that the COMMISSION determines, in its sole discretion, to be Program Income.

7. Fiscal Compliance

7.1 **Management of Funds.** CONTRACTOR must not commingle funds it receives directly or indirectly under this Agreement with any other funds. CONTRACTOR must use all funds procured directly or indirectly under this Agreement solely for providing the Services as set forth in this Agreement. CONTRACTOR must comply with the controls, record keeping, and fund accounting procedure requirements of the COMMISSION, and all federal, state, and local regulations and directives, to ensure the proper disbursement of, and accounting for, program funds paid to CONTRACTOR and disbursed by CONTRACTOR under this Agreement. CONTRACTOR must track and report costs in conformance with Generally Accepted Accounting Principles ("GAAP").

7.2 Financial Statement. CONTRACTOR must submit an annual, independently audited, organization financial statement to COMMISSION on or before April 30th of each year during the Term.

7.3 Cost Allocation Plan. CONTRACTOR must prepare and comply with a cost allocation plan. CONTRACTOR represents that it has submitted this plan prior to executing this Agreement.

8. COMMISSION's Oversight of CONTRACTOR

8.1 Monitoring and Evaluation. The COMMISSION will monitor and evaluate performance of the Services through all means it considers necessary, in its sole discretion, to ensure that CONTRACTOR is complying with the Act and the terms of this Agreement. The COMMISSION may establish and provide policies and procedures governing the means by which it monitors, evaluates, and reports on CONTRACTOR's performance and how it makes funding decisions. CONTRACTOR understands that determining whether CONTRACTOR is performing the Services in accordance with this Agreement and whether the COMMISSION will continue to provide funding to CONTRACTOR under this Agreement is solely the responsibility and within the discretion of the COMMISSION.

8.2 Data Collection. CONTRACTOR must fully cooperate with the COMMISSION in the implementation of monitoring and evaluation procedures including, but not limited to, data collection, data entry, reporting activities, and deadlines for deliverables described in Exhibit A-1 and as otherwise required by the COMMISSION. As part of the COMMISSION's monitoring and evaluation process, as well as the COMMISSION's obligation to carry out its objectives under the Act, CONTRACTOR must provide all data and information required by the COMMISSION at any time during the Term, or as otherwise required by this Agreement. The COMMISSION will only request data that is directly or indirectly related to the Services. Unless otherwise specified, CONTRACTOR must enter client level data in the Persimmony database, including, but not limited to, individually identifiable agreed-upon information.

8.3 Annual Contract Review and Site Visits. The COMMISSION will, at any time, conduct an annual review of this Agreement as part of its monitoring or evaluation activities (the "ACR"). During an ACR, the COMMISSION may visit any and/or all locations where the Services are being provided. The COMMISSION may also make additional visits, at any time and at any location, at the COMMISSION's sole discretion. The frequency of these additional visits will vary depending on the findings made by COMMISSION staff in any ACR. The COMMISSION reserves the right to make unannounced visits during regular business hours or schedule a visit outside of regular business hours.

8.4 Audit and Inspection

- a. CONTRACTOR must maintain and make available to the COMMISSION accurate books and records relevant to all of its activities under this Agreement. The COMMISSION may conduct one or more audits or examinations (the "Audit and Inspection Activities"). As part of the Audit and Inspection Activities, the COMMISSION may copy any records, including, without limitation, invoices, materials, personnel records, client files, sign-in

sheets, or any other information or data related to all matters covered by this Agreement. CONTRACTOR must reasonably cooperate with the COMMISSION's efforts to carry out the Audit and Inspection Activities. Notwithstanding the Term, the Audit and Inspection Activities will continue in full force and effect for 4 years from the expiration of the Term, or until the COMMISSION has notified CONTRACTOR in writing that the Audit and Inspection Activities are completed, whichever occurs last.

- b. CONTRACTOR must immediately report to the COMMISSION any incidents of fraud, abuse, or other criminal activity regarding provision of the Services or otherwise related to this Agreement or the expenditure of COMMISSION funds.

8.5 Record Retention. CONTRACTOR must maintain records in accordance with the policies and procedures set forth. All records must describe and support the use of funds for the Services. CONTRACTOR must maintain all data and records in an accessible and secure location in good condition for at least 4 years from the expiration of the Term or until the COMMISSION has notified CONTRACTOR in writing that the Audit and Inspection Activities are completed, whichever occurs last. In the event that CONTRACTOR misplaces, loses, or otherwise fails to maintain all data and records in accordance with this Section, the COMMISSION, at its sole discretion, may disallow any costs directly or indirectly related to the missing, lost, or improperly maintained record or records.

8.6 Governmental Agencies and State Auditor General. The State of California or any state, federal, or local agency having an interest in the subject of this Agreement has the same rights as conferred upon the COMMISSION under this Section. If this Agreement exceeds \$10,000, CONTRACTOR is subject to the examination and audit of the State Auditor for a period of 3 years after final payment under this Agreement (Government Code § 8546.7).

8.7 Penalty. CONTRACTOR's failure to (a) timely and accurately submit any document, report, or data in a timely and accurate manner, or (b) otherwise adhere to the COMMISSION's administrative, programmatic, or financial requirements specified in this Agreement, may result in the COMMISSION imposing penalties. These penalties may include, without limitation: withholding of payment by the COMMISSION; suspension without payment; termination of this Agreement; disgorgement of funding, and loss of eligibility to receive future funding from the COMMISSION. CONTRACTOR may appeal the penalty in writing to the COMMISSION or designated standing committee, on CONTRACTOR's company letterhead, setting forth the extenuating circumstances that caused the tardy or inaccurate submission. The COMMISSION has sole discretion whether to waive any penalty.

8.8 Confidentiality

- a. CONTRACTOR acknowledges that during the Term it might have access to Confidential Information required for effective coordination and delivery of services to children and their families. CONTRACTOR will ensure that all of its employees, agents, contractors, and representatives will comply with the terms and conditions of this Agreement and all applicable laws regarding the access, use, and dissemination of Confidential Information. All confidential discussions, deliberations, and Confidential Information

generated, submitted, or maintained in connection with this Agreement must be disclosed only to persons who have a specific and bona fide “need to know” and authority to access Confidential Information. Furthermore, CONTRACTOR must not disclose to third parties (i) any Confidential Information without the express written consent of the COMMISSION, and (ii) any individually identifiable Confidential Information related to a child without the additional written authorization from the child’s parent or legally authorized representative.

- b. For purposes of this Agreement and to the extent permitted by law, “Confidential Information” includes, but is not limited to, any data, ideas, know-how, materials, products, formulas, processes, technology, computer programs, specifications, drawings, diagrams, manuals, plans, policies, software, financial information, personnel information, client information, any information entered into or contained in the COMMISSION’s Persimmony database (or other data management program used by the COMMISSION), and other information disclosed or submitted, orally, in writing, or by any other media; provided, however, that Confidential Information shall not include information that (i) is or becomes generally available to or known by the public other than as a result of a disclosure made by the Parties; (ii) is disclosed by CONTRACTOR because such information was compelled by court order; or (iii) was available to CONTRACTOR on a non-confidential basis prior to disclosure by the COMMISSION or an affiliate of the COMMISSION and prior to the Effective Date.

9. **Public Acknowledgement of Funding.** CONTRACTOR is required to acknowledge COMMISSION funding by using COMMISSION’s name and logo on all DHS-produced materials, publications, event materials and promotional information that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR at COMMISSION’s sole discretion. This requirement does NOT apply to any materials, products or curriculum published or produced by the national Nurse Family Partnership organization. CONTRACTOR shall comply with COMMISSION’s guidelines related to the use of COMMISSION’s name and logo as stated in this Agreement.

10. Fingerprinting, Child Abuse Prevention, and Breastfeeding Friendly Policy

10.1 **Fingerprinting.** CONTRACTOR represents and warrants that all its employees, agents, volunteers, and subcontractors, who directly provide Services to children, are (and will be) fingerprinted according to state and federal law and have (and will have) a criminal clearance which states that they do not have a criminal history which would compromise the safety of children. Additionally, irrespective of any federal or state legal requirements, CONTRACTOR represents and warrants that any of its employees, agents, volunteers, or subcontractors who will or may have direct, unsupervised access to children in connection with the Services, are (and will be) fingerprinted and have the same criminal clearance described in the preceding sentence.

10.2 **Child Abuse Prevention.** CONTRACTOR represents and warrants that it will report all known or suspected instances of child abuse or neglect to either local law enforcement or county child welfare services consistent with state and federal law. CONTRACTOR further represents and warrants that each and every employee, agent, volunteer, or subcontractor who directly

provides Services to children has received annual training regarding child abuse and neglect prevention and reporting and must sign a statement acknowledging that they understand the child abuse reporting laws and will comply with same.

11. Independent CONTRACTOR

11.1 Status. CONTRACTOR is an independent CONTRACTOR. All persons employed to furnish the Services are employees of CONTRACTOR and not of the COMMISSION. In performance of the Services, CONTRACTOR, including any and all of CONTRACTOR's owners, officers, agents, employees, and independent contractors, will at all times be acting and performing as an independent CONTRACTOR, and will act in its independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COMMISSION. The COMMISSION has no right to control, supervise, or direct the manner or method by which CONTRACTOR performs its obligations under this Agreement. However, the COMMISSION may administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions of this Agreement.

11.2 Employer Duties. CONTRACTOR has the sole obligation to provide its employees with all legally required notices and postings, as well as all employee wages and benefits, and will make all Social Security and other withholdings required by applicable federal or state laws and regulations.

12. Subcontracts

12.1 CONTRACTOR's Responsibility. CONTRACTOR assumes full responsibility for the performance of the Services, whether or not directly provided by CONTRACTOR. CONTRACTOR is considered the sole point of contact regarding contractual matters, including payment of any and all charges resulting from this Agreement. CONTRACTOR is responsible to the COMMISSION for the full and proper performance of any subcontract. Any subcontractor is subject to the same terms and conditions to which CONTRACTOR is subject under this Agreement.

12.2 Procedures for Subcontracting. If CONTRACTOR desires to subcontract with one or more third parties to carry out a portion of the Services (e.g., subcontracting with consultants or partnering with another organization), any subcontract must (a) be in writing and approved as to form and content by the COMMISSION prior to execution and implementation; and (b) include a budget or fee schedule for the COMMISSION's review. The COMMISSION has the sole right to request and/or reject any proposed subcontract. Any subcontract, together with all other activities by or caused by CONTRACTOR, may not require compensation greater than the Contract Amount. CONTRACTOR must submit an executed copy of any subcontract and must receive a receipt confirmation from the COMMISSION before any implementation.

13. Defense, Indemnity, and Hold Harmless

CONTRACTOR must defend, indemnify, and hold harmless the COMMISSION, and their directors, officers, employees, agents, independent contractors, volunteers, attorneys, and consultants from and against all losses, costs, demands, attorneys' fees, expenses, obligations, liabilities,

penalties, interests, recoveries, damages, claims, and judgments alleged to result from, arise out of, or be in any way connected with any willful acts, active or passive negligence, errors, or omissions, including violation of any law or regulation, of CONTRACTOR or CONTRACTOR's directors, officers, employees, agents, independent contractors, or volunteers, directly or indirectly related to the performance of the Services.

14. Insurance

14.1 Required Coverage. On or before the Project Start Date, CONTRACTOR must furnish to the COMMISSION satisfactory proof of the required insurance (Certificates of Insurance), which must include a commitment by CONTRACTOR's insurers that they will mail notice of any cancellation or reduction of coverage below the amounts required by the COMMISSION, at least 30 days prior to the effective date of the cancellation or change. CONTRACTOR may not perform any work under this Agreement until CONTRACTOR has obtained all insurance required under this Section and the required certificates of insurance have been filed with and approved by the COMMISSION. CONTRACTOR must pay any deductibles and self-insured retentions under all required insurance policies. All insurance afforded by CONTRACTOR pursuant to this Agreement must be primary to and not contributing to any other insurance maintained by the COMMISSION. CONTRACTOR must have the following insurance, unless waived by COMMISSION:

- a. **Commercial General Liability.** Comprehensive general liability coverage of at least \$1 million per occurrence, \$2 million annual aggregate. CONTRACTOR must list the COMMISSION 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 CONTRACTOR's authority, whether or not owned by CONTRACTOR. CONTRACTOR must list the COMMISSION as additional insured.
- d. **Professional Liability (Errors and Omissions).** If CONTRACTOR 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. **Fidelity Bond or Insurance.** In accordance with Section 15 below, or otherwise at the COMMISSION's request, a Fidelity Bond of at least \$1 million or insurance with limits of at least \$1 million, including coverage for theft or loss of COMMISSION property.

14.2 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 the COMMISSION.

14.3 Endorsements. CONTRACTOR must obtain endorsements to the general liability and auto insurance policies, giving the COMMISSION an unrestricted 30-day prior written notice of cancellation or change in terms or coverage. CONTRACTOR must also obtain an endorsement to the workers' compensation policy giving the COMMISSION an unrestricted 10-day prior written notice of any cancellation or change in terms or coverage.

14.4 Self-Insured. If CONTRACTOR is, or becomes during the Term, self-insured or a member of a self-insurance pool, CONTRACTOR must provide coverage equivalent to the insurance coverage and endorsements required above. The COMMISSION will not accept this coverage unless the COMMISSION determines, in its sole discretion and by written acceptance, that the proposed coverage is equivalent to the above-required coverage.

14.5 Liability and Other Actions. Compliance with the insurance requirements discussed above will not relieve CONTRACTOR 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 COMMISSION from taking any other actions available to it under any other provision of this Agreement or otherwise in law.

14.6 Failure to Maintain Insurance. If CONTRACTOR fails to maintain the insurance required in this Section, the COMMISSION may terminate this Agreement and recover damages in accordance with Section 15 below. Alternatively, the COMMISSION may, in its sole discretion, purchase the required insurance coverage and, without further notice to CONTRACTOR, the COMMISSION may deduct from sums due to CONTRACTOR any premiums and associated costs advanced or paid by the COMMISSION for the insurance. If the balance of monies obligated to CONTRACTOR pursuant to this Agreement is insufficient to reimburse the COMMISSION for the premiums and any associated costs, CONTRACTOR must reimburse the COMMISSION for the premiums and pay for all costs associated with the purchase of this insurance. Any failure by the COMMISSION to take this alternative action will not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverage required by this Agreement.

15. Individuals Handling Funds

No employee, agent, or independent CONTRACTOR of CONTRACTOR who has been convicted of a felony or against whom a civil judgment has been entered based upon misappropriation of funds or similar action may have authority or discretion over disbursements or withdrawals of funding provided to CONTRACTOR by the COMMISSION. All individuals having authority to disburse or withdraw funds received by CONTRACTOR from the COMMISSION must be bonded in the amount described in Section 14.1 above and must be identified in **Exhibit C** of this Agreement (attached and incorporated into this Agreement), unless the COMMISSION, in its sole discretion, allows CONTRACTOR to provide proof of insurance covering employee dishonesty in accordance with this Agreement.

16. Termination

16.1 Non-Allocation of Funds. The terms of this Agreement, and the Services and funds to be provided, are contingent on the continued appropriation of funds to the COMMISSION by all

federal, state, or local appropriating agencies. Should the COMMISSION not receive, or otherwise receive a reduction of, appropriated funds from any appropriating agency, the COMMISSION may, in its sole discretion, have the option to modify the scope of the Services, or terminate this Agreement at any time by giving CONTRACTOR 30 days prior written notice.

16.2 Breach of Contract. The COMMISSION may immediately suspend or terminate this Agreement in whole or in part, where the COMMISSION, in its sole discretion, determines that CONTRACTOR has breached this Agreement. COMMISSION may determine that CONTRACTOR has breached this Agreement if it determines, in its sole discretion, that CONTRACTOR:

- a. Illegally or improperly used any funds procured directly or indirectly under this Agreement;
- b. Improperly performed any of the Services;
- c. Failed to begin performing the Services within 60 days of the Effective Date.
- d. Failed to comply with the Strategic Plan, or any other COMMISSION policy, procedure, or requirement;
- e. Failed to submit, failed to timely submit, or inaccurately or incompletely submitted, any reports, data, information, documents, books, or other records required under this Agreement;
- f. Failed to maintain at all times the insurance required by this Agreement;
- g. Has a financial interest, direct or indirect, in contravention of Section 20 that is not disclosed to COMMISSION by the Effective Date or that conflicts in any manner with the performance of the Services;
- h. Used Additional Funds in violation of this Agreement;
- i. Failed to meet any deadlines specified in the Scope of Work (Exhibit A-1); or
- j. Failed to comply with any term of this Agreement.

16.3 Without Cause. Under circumstances other than those set forth in Section 16.2, this Agreement may be terminated by either Party upon giving the other Party 90 days advance written notice of an intention to terminate.

16.4 Payment to CONTRACTOR and Remedies. If this Agreement is terminated as provided above, the COMMISSION has no obligation to further compensate CONTRACTOR, except for Services satisfactorily performed prior to the date of termination. The COMMISSION may withhold payment of funds, or, if payment has been made, demand that CONTRACTOR repay any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of the COMMISSION were not expended in accordance with the terms of this Agreement. CONTRACTOR

must promptly refund any such funds upon demand, or at the COMMISSION's option, this repayment may be deducted from future payments owing to CONTRACTOR under this Agreement. In no event will any payment by the COMMISSION constitute a waiver by the COMMISSION of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither will any payment to CONTRACTOR impair or prejudice any remedy available to the COMMISSION with respect to any breach or default by CONTRACTOR. If CONTRACTOR breaches this Agreement, COMMISSION may recover from CONTRACTOR all remedies available at law. A waiver of any breach of this Agreement by the COMMISSION will not constitute a continuing waiver, a waiver of any subsequent breach of the same, or a waiver of any breach of another provision of this Agreement.

17. Compliance with Laws

17.1 All Contracts

CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1970 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by CONTRACTOR must be in accordance with these laws, ordinances, codes and regulations. CONTRACTOR shall indemnify and save COMMISSION and Sonoma County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and may serve as a basis for termination of this Agreement under Section 16.2(j) and the initiation of appropriate legal proceedings by COMMISSION.

17.2 Contract with a Value of \$100,000 or More*

By signing this Agreement, CONTRACTOR certifies, under penalty of perjury, that at the time of entering into this Agreement all of the following are true:

- (a) That CONTRACTOR is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- (b) That CONTRACTOR is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (c) (1) That any policy that CONTRACTOR has against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

(2) Any policy adopted by CONTRACTOR or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code.

***Not applicable to contracts with a value of less than \$100,000**

18. Notices

All notices required or permitted by this Agreement or applicable law must be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail, or U.S. Postal Service Express Mail, with postage prepaid, by facsimile transmission, or by electronic transmission (email) and will be deemed sufficiently given if served in a manner specified in this Section. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices. Any Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, will be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, 3 days after the postmark date. If sent by regular mail the notice will be deemed given 48 hours after it is addressed as required in this Section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery will be deemed given 24 hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) will be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:30 p.m. or on a Saturday, Sunday or legal holiday it will be deemed received on the next business day.

To the COMMISSION: Angie Dillon-Shore, Executive Director
First 5 Sonoma County
5340 Skylane Boulevard
Santa Rosa, CA 95403
adillonshore@first5sonomacounty.org

To CONTRACTOR: Ulla Mast, Health Program Manager
Public Health Division
Department of Health Services
County of Sonoma
625 5th Street
Santa Rosa, CA 95404
Ulla.Mast@sonoma-county.org

19. Nondiscrimination and Equal Opportunity

CONTRACTOR must comply with all applicable laws providing equal employment opportunities. CONTRACTOR must not discriminate against any person on the grounds of race, color, creed,

gender, gender identity, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, pregnancy, citizenship status, military or veteran status, or any other characteristic made unlawful by federal, state, or local laws. These nondiscrimination and equal opportunity requirements apply, without limitation, to retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

20. Conflict of Interest

CONTRACTOR has read and understands the provisions of Sections 1090 et seq. and Sections 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. CONTRACTOR represents and warrants that, upon making diligent inquiry, it is unaware of any financial or economic interest, direct or indirect, not already disclosed to the COMMISSION by the Effective Date, or that conflicts in any manner with the performance of the Services. CONTRACTOR must comply with the requirements of Government Code Sections 1090 et seq. and Sections 87100 et seq.

21. Limitation on Liability

The liabilities or obligations of COMMISSION with respect to its performance, non-performance or obligations pursuant to this Agreement shall be the liabilities or obligations of COMMISSION, and shall not become the liabilities or obligations of Sonoma County. CONTRACTOR shall not look to the County for satisfaction of obligations or liabilities.

22. General

22.1 Non-Assignment and Binding Effect. CONTRACTOR may not assign all or any part of this Agreement, or any obligations, interest, or any monies due or which become due under this Agreement without the prior written consent of the COMMISSION, which consent may be withheld in the COMMISSION's sole discretion. Subject to the preceding sentence, this Agreement is binding upon, and inures to the benefit of, the respective heirs, executors, administrators, successors, and assigns of the Parties.

22.2 Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties regarding the Services and supersedes all prior and contemporaneous agreements, representations, and understandings of any nature whatsoever unless expressly included in this Agreement.

22.3 Conflict with COMMISSION Policies. Unless expressly stated otherwise in this Agreement, if there is any conflict with the terms of this Agreement and the terms of the Strategic Plan, or other policies, procedures, or requirements of the COMMISSION, the terms of this Agreement prevail.

22.4 No Authority to Bind COMMISSION. CONTRACTOR, in its performance of the Services or any other duties under this Agreement, has no authority to bind the COMMISSION to any agreements or undertakings.

22.5 Nonexclusive Agreement. CONTRACTOR understands that this Agreement is not an exclusive agreement and that the COMMISSION, at its sole discretion, has the right to negotiate with and enter into contracts with others providing the same or similar services to the Services provided by CONTRACTOR.

22.6 Modifications. No waiver, alteration, modification, or termination of this Agreement is valid unless made in writing.

22.7 Waiver. No covenant or condition of this Agreement may be waived except by the written consent of the COMMISSION.

22.8 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties agree that venue for any dispute or litigation arising under this Agreement will be in the County of Sonoma, State of California, if instituted in the State courts, or the Northern District of California, if instituted in the Federal courts.

22.9 Remedies. COMMISSION may pursue any and all remedies available by law as needed to enforce its rights under this Agreement.

22.10 Partial Invalidity. If any provision of this Agreement, or any portion of a provision, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions of any provision not held to be invalid, void, or unenforceable, will nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

22.11 Compliance with Law. CONTRACTOR must observe and comply with all applicable federal, state, and local laws, ordinances, rules, and regulations now in effect or enacted during the Term, each of which are incorporated into this Agreement by reference.

22.12 Headings and Construction. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and do not affect the construction or interpretation of any of its provisions. All words used in this Agreement include the plural as well as the singular number, and vice versa; words used in this Agreement in the present tense include the future as well as the present; and words used in this Agreement in the masculine gender include the feminine and neuter genders, whenever the context so requires. No provision of this Agreement will be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Agreement will be construed as if jointly prepared by the Parties.

22.13 Time. Time is of the essence in this Agreement.

22.14 Non-Collusion Covenant. CONTRACTOR represents and warrants that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with the COMMISSION. CONTRACTOR has received from the COMMISSION no incentive or special payments, nor considerations not related to the provision of the Services.

22.15 Signature Authority. Each Party represents that it has capacity, full power, and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. CONTRACTOR must sign the signatory authorization, attached as **Exhibit D** and incorporated into this Agreement. CONTRACTOR must complete and forward to the COMMISSION a new signatory authorization each time any name, title, or other information in the existing authorization is no longer current.

22.16 Attorneys' Fees. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party is entitled to reasonable attorneys', paralegals', and other professionals' fees and costs in addition to any other reasonable relief to which it may be entitled.

Reviewed and Recommended for Approval

For COMMISSION

Angie Dillon-Shore, Executive Director
First 5 Sonoma County

Date: _____

Oscar Chavez, Commission Chair

Date: _____

For CONTRACTOR

County of Sonoma

a Government agency

Barbie Robinson, Director, Department of
Health Services

Date: _____

Sundari Mase, MD, Director, Public Health
Division

Date: _____



*Agreement # 1920-039-00
County of Sonoma Department of Health
Services
Nurse Family Partnership
July 1, 2019- June 30, 2021*

Exhibits:

- A. Project Summary**
- A-1. Scope of Work**
- B. Project Budget**
- B-1. Budget Narrative**

EXHIBIT A
Project Summary

Project Name: Nurse Family Partnership
Contractor: County of Sonoma
Primary Address: 625 5th Street, Santa Rosa, CA 95404
Agreement # 1920-039-00

Term: July 1, 2019 – June 30, 2021

Primary Contacts:

Ulla Mast, Health Program Manager, 707.565.4479 ulla.mast@sonoma-county.org

Scope of Work Contact:

Ulla Mast, Health Program Manager, 707.565.4479 ulla.mast@sonoma-county.org

Data Entry Contact:

Tracy Greenwald-Brown, Supervising PHN, 707.565.4444 tracy.greenwald-brown@sonoma-county.org

Invoices/Documentation Contact:

Ryan Harrison, Supervising Accountant, 707.565.4735 ryan.harrison@sonoma-county.org

Frequency of Data Reporting: Semi-annual

Authorized Signatories: Barbie Robinson, Director of Health Services, 707.565.4777 barbie.robinson@sonoma-county.org, or designee.

I. PURPOSE AND SCOPE OF WORK

The purpose of this Agreement is to define terms related to the award of funding from COMMISSION to CONTRACTOR for CONTRACTOR's Public Health Division to continue delivery of Nurse-Family Partnership (NFP) Home Visiting Services with fidelity to the model outlined in the NFP Theory of Change Logic Model.

CONTRACTOR shall engage in the following activities to achieve the outcomes described in the Project Scope of Work, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B. CONTRACTOR shall:

1. CONTRACTOR agrees to provide the services set forth in Exhibit A-1 (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A-1"). All services funded under this agreement shall be new services. No First 5 funds shall be used to fund existing levels of service.
2. CONTRACTOR shall ensure the sustainability and facilitate the expansion of NFP by documenting the activities of home visits such as assessment, care planning, referral/linkages, and follow-up and claim these activities for federal Title XIX Medicaid

reimbursement through Targeted Case Management (TCM). All TCM and any other federal financial participation (FFP) funds leveraged through this program shall be dedicated exclusively for use in the NFP program, less a reasonable administrative fee and audit reserve specific to MAA.

II. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree that the interval for billing and/or payment for this Agreement will be no more frequently than monthly and no less than quarterly. CONTRACTOR shall be paid in accordance with the budget set forth in Exhibit B (Project Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"), and as set forth in the billing authorization for the fiscal year in which the services are provided. At the sole discretion of COMMISSION

any remaining balance at the end of a fiscal year of this Agreement may be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement.

III. FUNDING SOURCES

The parties acknowledge that total funding to deliver this Scope of Work includes federal funding, TCM, MAA, County of Sonoma Department of Health Services realignment, and COMMISSION funding.

CONTRACTOR shall apply all other available reimbursements, including but not limited to, TCM, FFP, etc., before requesting funding from COMMISSION. In no event shall parties be obligated to pay more than the total amount budgeted under the term and conditions of this Agreement. The Department of Health Services, 1991 Health Realignment, shall be the last funding resource for this agreement.



Agreement # 1920-039-00
County of Sonoma Department of Health
Services
Nurse Family Partnership
July 1, 2019- June 30, 2021

EXHIBIT A-1
Project Scope of Work

Covering period from July 2019 to June 2021

Organization	County of Sonoma	
Project Title	Nurse Family Partnership	
Project Summary	Delivery of Nurse Family Partnership (NFP) Home Visiting Services with fidelity to the model as outlined in the NFP Theory of Change Logic Model	
Desired outcome(s) associated measure(s)	project and	<p>Outcome: 81.9% or more of infants born to NFP clients receive breastmilk, 60.6% breastfeed for 6 months, and 34.1% breastfeed for 1 year Measure: NFP Outcome Reports and semi-annual cumulative reports</p> <p>Outcome: 7.8% or fewer of infants born to NFP clients are of low birthweight Measure: NFP Outcome Reports and semi-annual cumulative reports</p> <p>Outcome: 8% or fewer of infants born to NFP clients are premature (born before 37 weeks gestation) Measure: NFP Outcome Reports and semi-annual cumulative reports</p>



Agreement # 1920-039-00
 County of Sonoma Department of Health
 Services
 Nurse Family Partnership
 July 1, 2019- June 30, 2021

Core Activity	Timeline (start date- end date)	Title of Person(s) Responsible	Implementation data to be reported
1. Enroll eligible women referred to NFP program, as case load allows. Target number of clients served in a fiscal year per PHN is 28-30.	July 2019 - June 2021	NFP Supervising PHN with guidance from Health Program Manager	<ul style="list-style-type: none"> Number and sources of referrals received % of eligible referrals enrolled (Target: 68% of all eligible referrals are enrolled)
2. Implement the NFP program with fidelity to the model.	July 2019 - June 2021	Health Program Manager for Home Visiting Programs, NFP Supervising PHN	<ul style="list-style-type: none"> NFP fidelity reports
3. Attend, facilitate and build active participation in Sonoma County Home Visiting Collaborative.	July 2019 - June 2021	Health Program Manager for Home Visiting Programs NFP Supervising PHN	<ul style="list-style-type: none"> Collaborative roster, agendas and minutes
4. Collect and maintain detailed demographic data on population(s) served.	July 2019 - June 2021	Health Program Manager for Home Visiting Programs, NFP Supervising PHN	<ul style="list-style-type: none"> Duplicated and unduplicated counts of population(s) served to include: <ul style="list-style-type: none"> Numbers of children 0-5 served Numbers of parents served Ethnicity and primary language of all service recipients CalWORKS and CalFresh enrollment status of parents and children Special-need status of children served

Core Activity	Timeline (start date- end date)	Title of Person(s) Responsible	Implementation data to be reported
5. Engage in sustainability building activities including, but not limited to, seeking non-First 5 funding (e.g., apply for grants, develop in-kind partnerships) and publicizing services and outcomes through media communications and outreach (e.g., newspaper op-eds, social media, client interview videos).	July 2019 - June 2021	Health Program Manager for Home Visiting Programs, NFP Supervising PHN	<ul style="list-style-type: none"> Description of any sustainability activities completed, such as: <ul style="list-style-type: none"> Number/types of funding applications submitted Number/characteristics of new partnerships Amount of additional funding secured Number/types of media/communication outreach Number/types of other sustainability building activities not listed
6. Prepare and submit timely progress reports in a format approved by First 5, including semiannual data summaries. Cooperate in site visits, and participate in the Commission's evaluation processes, which may result in modification to the work plan and/or documentation procedures, as agreed to by the Commission and Contractor.	Semiannual	Health Program Manager for Home Visiting Programs, NFP Supervising PHN	<ul style="list-style-type: none"> Mid-year and year-end progress reports that include data on services provided, sustainability building efforts (e.g., additional funding sought/secured; communications activities), outcomes achieved and a narrative "story" about the successes, challenges and lessons learned during the reporting period
7. Acknowledge the funding and support received from First 5 Sonoma County in all communications with the public about the project or program.	July 2019 - June 2021	Health Program Manager for Home Visiting Programs, NFP Supervising PHN	<ul style="list-style-type: none"> N/A

EXHIBIT B
Project Budget

Description	FY19-20	FY20-21
Salary and Benefits – 5.75 FTE		
5.75 FTEs	\$ 992,850	\$ 992,850
Operating Expenses		
NFP Training Costs	38,345	38,345
Persimmony	17,916	17,916
Communications	49,020	49,020
Operating Expense	26,924	26,924
Program Supplies	4,850	4,850
Client Expense	2,500	2,500
Total Operating Expenses	\$ 139,555	\$ 139,555
Subtotal Budget	\$1,132,405	\$1,132,405
Indirect Costs	\$ 220,383	\$ 220,383
Total	\$1,352,788	\$1,352,788
Program Revenue		
TCM	\$ 457,226	\$ 457,226
MAA	\$ 10,685	\$ 10,685
Realignment	\$ 284,877	\$ 284,877
<i>First 5</i>	\$ 600,000	\$ 600,000
Total	\$1,352,788	\$1,352,788

**EXHIBIT B-1
Budget Narrative**

Nurse Family Partnership is funded through a variety of sources.

- Public Health Nurses (PHN), Supervising PHN, Senior Office Assistant and Health Program Manager draw down Targeted Case Management (TCM).
- In-person visits with clients, performed by the PHNs, are billed on a monthly basis for Targeted Case Management (TCM).
- Other TCM activities, such as case management, driving to home visits, supervision and quality improvement, are included for billing in a yearly reconciliation process.
- Medi-Cal Administrative Activities (MAA) reimbursement covers activities such as outreach.
- First 5 funding pays for staffing and cost associated with staffing
- 1991 Health Realignment is used to cover non-claimable or increasing program costs and is used as a last resource funding stream for the program.