

Nurse Family Partnership: Contract Agreement

*Vendor/Sole Source: Strategic Initiative 1,
Early Relational Health*

County of Sonoma

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Contract Agreement

Agreement number

2122-101-00

This AGREEMENT ("Agreement") entered into as of the [project start date] ("Date of Agreement") is by and between the **FIRST 5 SONOMA COUNTY COMMISSION**, a public body and legal entity ("COMMISSION") and County of Sonoma ("CONTRACTOR"). This Agreement shall be administered by an authorized designee of the COMMISSION.

Name of funded partner (organization)

County of Sonoma Department of Health Services - Public Health

Project Name

Nurse Family Partnership

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 First 5 Sonoma County 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); *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:

TERM

This Agreement begins and is made effective as of **July 1, 2021** (the "Effective Date"),

Project Start Date

07/01/2021

And ends on the date below **June 30, 2022**, unless terminated earlier under this Agreement (the "Term").

Project End Date

06/30/2022

CONTRACTOR agrees to this TERM

PERFORMANCE

Services

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

The Scope of Work may be updated periodically throughout the Agreement period based on the Results Based Accountability "Turn the Curve" process. Each updated Scope of Work will be included for records and performance documentation.

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.

Purpose

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.

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.

CONTRACTOR agrees to the PERFORMANCE

COMPLIANCE WITH STRATEGIC PLAN, and OTHER REQUIREMENTS

Strategic Planning

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.

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.

CONTRACTOR agrees to Compliance with Strategic Plan, and Other Requirements

COMPENSATION

Project Budget

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

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 **\$300,000.00** (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.

Amount Awarded

\$300,000.00

a. Invoicing

CONTRACTOR must request reimbursement by submitting to the COMMISSION an invoice at the determined frequency declared in this Agreement, within 45 days of the last day of the month in which services were provided, an invoice that includes detail setting forth actual expenditures as compared to the Project Budget.

Invoicing

CONTRACTOR must request reimbursement by submitting to the COMMISSION **Quarterly**, or as often as the COMMISSION requires or allows, an invoice that includes detail setting forth actual expenditures as compared to the Project Budget. CONTRACTOR must submit each invoice in Foundant, the grants management system in the last 10 days of the month following the service period.

CONTRACTOR agrees to invoicing requirement

Invoice frequency

Quarterly

b. Progress Reporting Requirements

CONTRACTOR must submit client level data on achievement of targets on a **quarterly** basis either via Excel spreadsheet in the grants management system Foundant, or in another data system in a form that will be provided to the CONTRACTOR by the COMMISSION. COMMISSION is currently in the process of implementing a new reporting database - when implementation is complete and training has been provided to CONTRACTOR on data entry procedures, CONTRACTOR must enter data directly into the new reporting database on a quarterly basis going forward. The COMMISSION must receive quarterly reports no later than the 15th day after the ending of the previous quarter, or as the COMMISSION requires. CONTRACTOR must submit all data and reports in a form provided by the COMMISSION and according to the guidelines, policies, and procedures set forth in the Manual, as amended.

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, or a disallowed cost, as further described in the Manual, as amended.

CONTRACTOR agrees to all COMPENSATION sections above

SUPPLEMENTING EXISTING SERVICES LEVELS and SUPPLANTING OTHER FUNDS

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.

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.

Additional Funds

a. Receipt of Additional Funds

If CONTRACTOR receives any funding for services from state, regional, federal, or local governmental agencies or philanthropic entities that is not otherwise earmarked for particular projects ("Additional Funds"), CONTRACTOR must notify the COMMISSION in the next reporting period 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 not 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.

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.

CONTRACTOR agrees to terms of SUPPLANTING EXISTING SERVICE LEVELS and SUPPLANTING OTHER FUNDS

PROGRAM INCOME

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, curriculum, marketing materials 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.

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.

CONTRACTOR agrees to terms of PROGRAM INCOME as described above

FISCAL COMPLIANCE

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 (specified in the Manual, as amended), 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").

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.

Cost Allocation Plan

CONTRACTOR must prepare and comply with an agency-wide indirect cost allocation plan/methodology and submit plan to the COMMISSION. CONTRACTOR represents that it has submitted this plan prior to executing this Agreement.

CONTRACTOR agrees to terms of FISCAL COMPLIANCE as described above

COMMISSION'S OVERSIGHT OF CONTRACTOR

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.

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.

Annual Contract Review and Site Visits

The COMMISSION will, at minimum annually, conduct a review of this Agreement as part of its monitoring or evaluation activities. During a review, 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.

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.

Record Retention

CONTRACTOR must maintain records in accordance with the policies and procedures set forth in the Manual, as amended. 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 or the Manual, as amended, the COMMISSION, at its sole discretion, may disallow any costs directly or indirectly related to the missing, lost, or improperly maintained record or records.

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).

Single Audit Act

Even though funds received under this Agreement are not federal funds, if CONTRACTOR is audited under the Single Audit Act and OMB Circular A-133, it must have its independent auditor include the funds received and expended under this Agreement as part of the testing. Although the programs tested under these provisions are selected on a risk-based approach, and for Federal Government purposes this Agreement would not be included in that analysis, the COMMISSION requires that at least a representative number of transactions will be selected for testing from these contracted funds. The number of transactions selected could be based on a statistical sampling method, materiality levels, or on the auditor's judgment as long as the auditor determines that the expenditures made are appropriate under this Agreement. The COMMISSION reserves the right to create audit guidelines with which CONTRACTOR must comply.

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 or in the Manual, as amended, may result in the COMMISSION imposing penalties, which 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.

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 databases or spreadsheets, 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.

CONTRACTOR agrees to terms of COMMISSION's OVERSIGHT of CONTRACTOR

MATERIALS IDENTIFICATION, OWNERSHIP, AND DISSEMINATION

Public Acknowledgement of Funding

CONTRACTOR is required to acknowledge COMMISSION funding by using COMMISSION's name and logo on all materials, publications, social media sites and posts, event materials, promotional information, and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR at COMMISSION's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in "Grantee Style and Usage" section in the Manual.

Ownership

All materials, records, manuals, curriculum, images, recorded video/audio and property, either provided to CONTRACTOR by the COMMISSION or otherwise related to the Services, are the property of the COMMISSION, unless otherwise negotiated. CONTRACTOR, at the COMMISSION's sole discretion, must turn over all materials to the COMMISSION at the expiration of the Term or earlier termination of this Agreement.

Intellectual Property

Any work product developed by CONTRACTOR in performance of this Agreement shall be considered the work product of COMMISSION and upon termination of the Agreement, CONTRACTOR shall provide those materials to COMMISSION to the extent requested. In addition, it is the express intention of the parties that COMMISSION shall at all times be and shall remain the sole and exclusive owner of all rights of any kind whatsoever in and to the results and proceeds of COMMISSION'S and/or CONTRACTOR'S services hereunder (the "Results"). CONTRACTOR shall, however, retain any rights to materials used in the performance of this Agreement to the extent CONTRACTOR possessed, owned, or developed such materials prior to entering into this Agreement.

CONTRACTOR warrants that, to the best of its knowledge and control, the Results are and will be original with CONTRACTOR in all respects (except to the extent based on material supplied by COMMISSION), have not been and will not be exploited in any manner and/or medium, and do not or will not infringe upon the copyright, patent or any other right of any person or entity and properly attribute the use of any other sources from any person or

entity. CONTRACTOR agrees to execute any and all other documents consistent herewith, which may be required to effectuate the purpose and intent of this Agreement, and agrees that COMMISSION shall have the sole and exclusive right to register in its own name the copyrights and any other rights in and to the Results.

In addition, or alternatively, CONTRACTOR hereby irrevocably appoints COMMISSION as CONTRACTOR'S attorney-in-fact to take such actions and make, sign, execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to COMMISSION, its successors and assigns, all rights granted in this section. This provision is of the essence of this Agreement and shall survive termination of this Agreement.

CONTRACTOR agrees to terms of MATERIALS IDENTIFICATION, OWNERSHIP, and DISSEMINATION

FINGERPRINTING, CHILD ABUSE PREVENTION, and BREASTFEEDING FRIENDLY POLICY

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.

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.

CONTRACTOR agrees to terms of FINGERPRINTING, CHILD ABUSE PREVENTION, & BREASTFEEDING POLICY

INDEPENDENT CONTRACTOR

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.

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.

CONTRACTOR agrees to terms of INDEPENDENT CONTRACTOR section

SUBCONTRACTORS

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.

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.

CONTRACTOR agrees to terms of SUBCONTRACTORS section

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.

CONTRACTOR agrees to DEFENSE, INDEMNITY, and HOLD HARMLESS requirements

INSURANCE

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 the Section titled TERMINATION 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.

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.

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.

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.

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.

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 **TERMINATION** Section 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.

CONTRACTOR agrees to INSURANCE requirements

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 **INSURANCE** Section above, unless the COMMISSION, in its sole discretion, allows CONTRACTOR to provide proof of insurance covering employee dishonesty in accordance with this Agreement.

CONTRACTOR agrees to INDIVIDUALS HANDLING FUNDS

TERMINATION

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.

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, the Manual, or any other COMMISSION policy, procedure, or requirement, as amended;
- 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.

Without Cause

Under circumstances other than those set forth in **Breach of Contract** Section above, this Agreement may be terminated by either Party upon giving the other Party 30 days advance written notice of an intention to terminate.

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.

Surrender of Documentation and Equipment

At the expiration of the Term or if this Agreement is terminated earlier, CONTRACTOR must, as required by the Manual, provide to the COMMISSION all equipment, files, memoranda, documents, correspondence, and other property generated during the course of performing the Services or purchased with funds procured directly or indirectly pursuant to this Agreement. The COMMISSION may, at its sole discretion, require CONTRACTOR to provide any equipment in good working order with the exception of reasonable wear and tear.

CONTRACTOR agrees to TERMINATION terms

COMPLIANCE WITH LAWS

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 Contractor 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 Breach of Contract, (j.), and the initiation of appropriate legal proceedings by COMMISSION.

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**

CONTRACTOR agrees to COMPLIANCE WITH LAWS

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 95402
Email: adillonshore@first5sonomacounty.org

To CONTRACTOR: Name of Person to Address Notice

Tina Rivera

Position Title of person to address notice

Interim Department Director, County of Sonoma, Department of Health Services

Agency street address

1450 Neotomas Avenue, Suite 200

City, State, Zip code

Santa Rosa, CA 95405

Fax#: Email address:

tina.rivera@sonoma-county.org

CONTRACTOR agrees to NOTICES requirements

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.

CONTRACTOR agrees to NONDISCRIMINATION and EQUAL OPPORTUNITY

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.*

CONTRACTOR agrees to CONFLICT OF INTEREST

LIMITATION OF 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 Contractor. CONTRACTOR shall not look to the County for satisfaction of obligations or liabilities.

CONTRACTOR agrees to LIMITATION OF LIABILITY

GENERAL

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.

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.

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, the Manual, or other policies, procedures, or requirements of the COMMISSION, as amended, the terms of this Agreement prevail.

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.

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.

Modifications

No waiver, alteration, modification, or termination of this Agreement is valid unless made in writing and signed by both parties to this Agreement.

Waiver

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

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.

Remedies

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

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.

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.

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.

Time

Time is of the essence in this Agreement.

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.

Costs and Expenses

Each Party will pay all costs and expenses incurred, or to be incurred, by it in negotiating and preparing this Agreement and its exhibits, and in closing and carrying out the transactions contemplated by this Agreement, including, without limitation, its attorneys', paralegals', and other professionals' fees and costs.

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 section 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.

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.

CONTRACTOR agrees to GENERAL requirements

First 5 Sonoma County Executive Director

Signature of authorized representative



Today's Date: Sep 16, 2021

Name of authorized representative

Angie Dillon-Shore

Position Title

Executive Director

First 5 Sonoma County Commission Chair or Vice Chair

Signature of authorized representative



Today's Date: Sep 21, 2021

Name of Commissioner Chair, or Vice Commissioner

Oscar Chavez

Position Title

Commission Chair

Contractor Signatures 1

Signature of authorized representative #1

_____ **Today's Date:**

Name of authorized representative #1

Tina Rivera

Position Title of authorized representative #1

Interim Department Director, Department of Health Services

EXHIBITS:

A. Project Summary

A-1. Scope of Work

B. Project Budget

B-1. Budget Narrative

Exhibit A (Project Summary)

Primary Contact #1: Name

Brittany Lobo

Primary Contact #1: Position Title

Health Program Manager

Primary Contact #1: Telephone Number

707-565-4479

Primary Contact #1: Email Address

brittany.lobo@sonoma-county.org

Primary Contact #2: Name

Brittany Lobo

Primary Contact #2: Position Title

Health Program Manager

Primary Contact #2: Telephone Number

707-565-4479

Primary Contact #2: Email Address

brittany.lobo@sonoma-county.org

Scope of Work Contact: Name

Brittany Lobo

Scope of Work Contact: Position Title

Health Program Manager

Scope of Work Contact: Telephone Number

707-565-4479

Scope of Work Contact: Email Address

brittany.lobo@sonoma-county.org

Data Entry Contact: Name

Brittany Lobo

Data Entry Contact: Position Title

Health Program Manager

Data Entry Contact: Telephone Number

707-565-4479

Data Entry Contact: Email Address

brittany.lobo@sonoma-county.org

Designated staff member to participate in RBA training: Name

Brittany Lobo

Designated staff member to participate in RBA training: Position Title

Health Program Manager

Designated staff member to participate in RBA training: Telephone Number

707-565-4479

Designated staff member to participate in RBA training: Email Address

brittany.lobo@sonoma-county.org

Progress Report frequency

Quarterly

Authorized Signatories: Names/Position Titles

Tina Rivera, Interim Department of Health Services Director

Brief Project Summary

Nurse Family Partnership is an evidence-based home visiting program for first time pregnant women under 28 weeks, up to their child's second birthdate.

FUNDING SOURCES

The parties acknowledge that total funding, including a minimum 10% in-kind or cash match to deliver this Scope of Work, includes:

NFP program is partially funded by the First 5 investment. Additional funding through county realignment and state Targeted Case Management comprise over 50% of the program expenses.

FUNDED PARTNER PERFORMANCE AGREEMENTS

As a funded partner the following performance standards must be met:

1. Designated staff member attends an RBA training facilitated by Upstream in the first quarter of the funded period.
2. If designated RBA trained staff member leaves the organization, a replacement will be designated and agrees to attend an RBA training in the next available training session (no longer than six months after hire date or date staff member is designated RBA contact).
3. Identified Contacts listed above agree to complete the Funded Partners Policies and Procedures webinar upon completion of this contract agreement.
4. Any staff replacing positions assigned as contacts for this contract agreement agree to complete the Funded Partner Policies and Procedures webinar within three months of hire or re-assignment.
5. Designated contacts listed above agree to respond to any correspondence from First 5 staff within one week of contact.
6. First 5 Sonoma County is acknowledged as funder.

Acknowledgement of First 5 Sonoma County as funder

Please describe how and where First 5 Sonoma County will be acknowledged as funder. Include a description of how and where the First 5 Sonoma County logo will be use (marketing materials, social media platforms, etc.).

First 5 Sonoma County logo will appear on the NFP website, FB posts and marketing materials.

Exhibit A-1 Scope of Work

1. Program Information:

Organization: **County of Sonoma Dept of Health Services** Program Name: **Nurse Family Partnership**

2. Program Narrative/Description:

Delivery of Nurse Family Partnership (NFP) Home Visiting Services with fidelity to the model as outlined in the NFP Theory of Change Logic Model.

3. Result Area: Early Relational Health

Result (population accountability): What population result(s) does your program contribute to?

Priority Outcome 1A: Increase early detection of developmental and behavioral health concerns among infants and toddlers, and improve access to early intervention services.

Priority Outcome 1B: Increase community awareness, access to screening, and linkage to early intervention for perinatal mood disorders.

Priority Outcome 1C: Increase support for pregnant and new parents to strengthen their parenting capacity, especially those at-risk.

4. Performance Measures for Program Year 1 (FY 21-22):

Turn the Curve (data review and action plan) will be completed at an agreed upon cycle, and activities are subject to change based on analysis.

High level result area –Priority Outcome	List proposed strategies	Title of Person(s) Responsible	Performance Measure Target (# of participants served, # of activities)	Data Collection Method (How will you measure participant satisfaction, retention rates, cost effectiveness?)	What do you expect to change? (#/% skill or knowledge, #/% attitude or opinion, #/% behavior, #/% circumstance/condition)
<p>1A: Increase early detection of developmental and behavioral health concerns among infants and toddlers, and improve access to early intervention services</p> <p>1C: Increase support for pregnant and new parents to strengthen their parenting capacity, especially those at-risk.</p>	<p>Home visits during pregnancy and every 2-4 weeks post-partum until child is 2 years. Nurses will provide parent education on infant/toddler nutrition, growth, development, and safety, and conduct weight and developmental screening and make appropriate referrals.</p>	<p>Public Health Nurse</p> <p>Supervising Public Health Nurse</p>	<p>25 clients per nurse home visitor</p> <p><u>Standard model:</u> at least one face-to-face visit per month per client</p> <p><u>Telehealth model:</u> at least one face-to-face visit per client every 90 days; monthly virtual encounters</p>	<p>Persimmony</p> <p>NFP PowerBI Reports</p>	<p>80% or more of NFP infants will have ever received breastmilk, 60% will breastfeed for 6 months, 33% for 1 year.</p> <p>8% or less of NFP infants will be born of low birth weight</p> <p>8% or less of NFP infants will be born prematurely (less than 37 weeks of gestation)</p> <p>95% of NFP children will be up to date on immunizations at 24 months.</p>

1B: Increase community awareness, access to screening, and linkage to early intervention for perinatal mood disorders.	Home visits during pregnancy, every 2-4 weeks. Nurses will conduct depression screening, assess use of alcohol and illicit drugs, and make appropriate referral for SUD and behavioral health services.	Public Health Nurse Supervising Public Health Nurse	25 clients per nurse home visitor	Persimmony NFP PowerBI Reports	67% reduction in behavioral and intellectual problems among children at age 6
	Outreach to birth centers, clinics, and hospitals on NFP and other home visiting programs and the value of screening. Provide closed- looped referrals for NFP clients. “Value of screening” refers to the value of providing preventive screenings to clients, for a variety of health topics, including substance use, mental health risks, et	Supervising Public Health Nurse Health Program Manager	Conduct monthly outreach to referral partners, or more often as procedures change Participate in Home Visiting Advisory Collaborative to coordinate referrals across agencies	Persimmony NFP PowerBI Reports	68% of all eligible referrals will be enrolled as caseload capacity allows Increase in referrals for SUD and behavioral health services

EXHIBIT B Project Budget

Organization: Sonoma Dept of Health Services

Program Title: Nurse Family Partnership

FY 2021-2022 BUDGET

PERSONNEL		FTE	Full-time salary	Cost	First 5 Sonoma Request
Job Title					
1.	Nurse Supervisor	0.75	\$140,697.00	\$105,522.00	\$43,052.00
2.	Nurse Home Visitor	3.80	\$118,189.00	\$449,120.00	\$104,792.00
3.	Data Entry/Support Person	0.95	\$63,298.00	\$60,133.00	\$12,968.00
Subtotal Salaries				\$614,775.00	\$160,812.00
10.	Benefits			\$402,392.00	\$79,046.00
Total Personnel				\$1,017,167.00	\$239,858.00
OPERATING EXPENSES					
Category					
1.	NFP Training & TA			\$6,248.00	\$5,999.00
2.	Persimmony Database			\$20,296.00	\$14,173.00
3.	Program Supplies			\$2,940.00	\$131.00
4.	Other Operating Expenditures - Client Related Expenses			\$2,800.00	\$709.00
Total Operating				\$32,284.00	\$21,012.00
Subtotal Budget				\$1,049,451.00	\$260,870.00
Indirect Costs** (not to exceed 15% of direct costs)				\$174,536.00	\$39,130.00
Total Budget				\$1,223,987.00	\$300,000.00

****Indirect Costs:** Indirect costs are shared costs across an organization whose benefit is not readily identifiable with a specific program or programs, but necessary to the general operation of the organization. Proposal budgets may include indirect costs calculated through one of two methods: 1) allocate shared costs individually by line item (e.g. "1. Audit", 2. Rent"); or 2) calculate overall indirect cost based on a methodology explained in the Budget Narrative and include the organization's indirect cost allocation plan. For more information, see RFP.

EXHIBIT B-1 Budget Narrative

Organization:

Program Title:

BUDGET NARRATIVE

PERSONNEL JUSTIFICATIONS		
List job titles, employee names, FTE, annual salary and/or hourly wage, brief description of role in program.		Multi-Year Total Cost
1.	Nurse Supervisor-provide supervision to NFP home visitor, submit reports	\$43,052.00
2.	Nurse Home Visitor-conduct home visits with NFP model fidelity to high risk pregnant women and their children, document in Persimmony	\$104,792.00
3.	Data Entry/Support Person-enter data into Persimmony, pull reports	\$12,968.00
Methodology for Fringe Benefits: Describe all applicable employee benefit and methodologies		
benefits		\$79,046.00
TOTAL COST FOR PERSONNEL		\$239,858.00

OPERATIONAL COST CATEGORIES & JUSTIFICATIONS		
		Multi-Year
1.	NFP Training and TA-Required training per NFP model, and access to TA from	\$5,999.00
2.	Persimmony Database-cost of maintaining the database	\$14,173.00
3.	Program Supplies-office supplies, printing	\$131.00
4.	Other operating expenditures-client related expenses such as diapers, safety gate	\$709.00
Total Cost for Operations		\$21,012.00

INDIRECT COST ALLOCATION METHODOLOGY	Multi-Year
Indirect cost at %15 of direct cost.	

Total Indirect Costs	\$39,130.00
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01 - agree - f5 - 2021 09 15-1 - Final

Final Audit Report

2021-09-21

Created:	2021-09-16
By:	Kathleen Hohnstein (khohnstein@first5sonomacounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAedfa8B_4F0paeoyfE2UmpYgWGx8SdBuY

"01 - agree - f5 - 2021 09 15-1 - Final" History

-  Document created by Kathleen Hohnstein (khohnstein@first5sonomacounty.org)
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-  Document emailed to Angie Dillon-Shore (adillonshore@first5sonomacounty.org) for signature
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-  Document emailed to Oscar Chavez (ochavez@schsd.org) for signature
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-  Document e-signed by Oscar Chavez (ochavez@schsd.org)
Signature Date: 2021-09-21 - 5:28:40 PM GMT - Time Source: server- IP address: 76.206.3.128
-  Agreement completed.
2021-09-21 - 5:28:40 PM GMT