

## PROGRAM SERVICES AGREEMENT

### PARTIES

The Commission: Children and Families Commission of Fresno County, California

Contractor: County of Fresno

### ADMINISTRATIVE

Contract Number: 202425-102643

### RECITALS

- A. The voters of the State of California have enacted the California Children and Families Act of 1998 (the "Act"), codified in Health and Safety Code Sections 130100 *et seq.*, also known as Proposition 10.
- B. The Board of Supervisors of Fresno County has established the Commission pursuant to the Act and Fresno County Ordinance Code, Chapter 2.38 of Title 2 Sections 2.38.010, 2.38.020 and 2.38.030.
- C. The Commission desires to create and implement a comprehensive, collaborative, and integrated system for the purposes of promoting, supporting, and improving the early development of children residing in Fresno County from the prenatal stage through 5 years of age (the "Program").
- D. The Commission is authorized to enter into agreements with third parties for performance of Program services pursuant to the Act.
- E. The Commission desires to retain Contractor to provide the Program services described in this Agreement.
- F. Contractor is able, qualified, and willing to perform these services for the Commission.

Therefore, in consideration of the above recitals, which are incorporated into this Agreement by reference, the Parties agree as follows:

#### 1. Term

This Agreement begins and is made effective retroactively to July 1, 2024 (the "Effective Date"), and ends on June 30, 2026, unless terminated earlier pursuant to Section 17 to this Agreement (the "Term").

#### 2. Performance

- 2.1 **Services.** Contractor agrees to provide all services described in **Exhibit A**, "Scope of Work and Budget" (attached and incorporated into this Agreement) (the "Services"), to the complete satisfaction of the Commission, in the Commission's sole discretion.
- 2.2 **Budget.** Contractor must comply with all criteria and standards contained in **Exhibit A**, "Scope of Work and Budget" (attached and incorporated into this Agreement).

## 2.3 Purpose

- A. Pursuant to state law and local ordinances, Contractor certifies, represents, and warrants that it will provide the Services for the sole purposes of the Program, including promoting, supporting, and improving the early development of children residing in Fresno County from the prenatal stage through 5 years of age. Contractor shall only:
- (1) Provide the Services to children ages prenatal through age five (5) who reside in Fresno County;
  - (2) Provide the Services to parents, primary care givers, or legal guardians of children ages prenatal through age five (5) who reside in Fresno County; or
  - (3) Provide the Services to professionals or another service provider, who in turn provide services to (i) children ages prenatal through age five (5) who reside in Fresno 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.

2.5 **Commencement of Services.** Contractor must begin performing the Services within sixty (60) days of the Effective Date.

## 3. Compliance with Strategic Plan, Funded Partner Manual, 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.first5fresno.org](http://www.first5fresno.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 **Funded Partner Manual.** Contractor must comply with all policies and procedures set forth in the Commission's Funded Partner Manual, as amended, a current version of which is available on our website [www.first5fresno.org](http://www.first5fresno.org) and incorporated by reference (the "Manual"). The Commission may review and amend the Manual as the Commission considers necessary in its sole discretion. Contractor must review the Commission's website ([www.first5fresno.org](http://www.first5fresno.org)) by July 1st of each year during the Term to retrieve an updated Manual, or as otherwise notified by the Commission. Contractor must comply with any and all changes made to the Manual unless Contractor sends notice of termination of this Agreement to the Commission within ten (10) days after it receives an updated Manual or after the Commission notifies Contractor to retrieve an updated Manual, whichever the case may be.

3.3 **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 **Exhibit A**.

- 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 (**Exhibit A**) for providing the Services on behalf of the Commission in an aggregate amount not to exceed FOUR HUNDRED TWENTY THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS AND No/100 (\$420,498) (the "Contract Amount"). The Commission will follow the reimbursement process set forth in the Manual, as amended. 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 Financial Reports and Progress Reports, as defined below and further described in the Manual, as amended.
- A. **Financial Report.** Contractor must request reimbursement by submitting to the Commission, as often as the Commission requires or allows, an invoice and an expenditure report setting forth actual expenditures as compared to the Project Budget (a "Financial Report"). Each Financial Report must include a disbursement list or check register reflecting all disbursements. Contractor must submit each Financial Report according to the guidelines set forth in the Manual, as amended.
  - B. **Progress Reporting Requirements.** The Commission utilizes a designated, web-based data management program ("Data Program"). If applicable to the Services or any program under the Scope of Work (**Exhibit A**), Contractor must submit data containing client information on a monthly basis via the Data Program. Contractor must also submit progress reports on a quarterly basis via the Data Program. Any and all aggregate data, if applicable to the Services or any program under the Scope of Work, is due on a quarterly basis via the Data Program. The Commission must receive quarterly requirements no later than the fifteenth (15<sup>th</sup>) 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.
  - 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. The EFT policy is contained in the Manual.
- 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, or a "Disallowed Cost," as further described in the Manual, as amended.
- 4.4 **Advances.** If Contractor desires funds prior to commencing the Services, Contractor must request, by written notice received by the Commission, early release of funds from the Commission. This request must be on Contractor's company letterhead, must specify the amount requested, and must set forth all reasons why Contractor needs the funds. The Commission has the sole discretion whether or not to release any funds before Contractor performs Services but will not release more than fifty percent (50%) of the annual budget amount, as listed in the Project Budget (**Exhibit A**). If the Commission releases funds before Contractor performs Services, the Commission will not release any additional funds, at any time, unless and until seventy-five percent (75%) of the previously released funds have been properly expended and reported.
- 4.5 **Setoff Against Debts.** The Commission may deduct from any payments due to Contractor any monies Contractor owes the Commission under this Agreement or any other agreement.

## 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 (as set forth in the Manual, as amended) 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 similar services from state, federal, or local governmental agencies that is not otherwise earmarked (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 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 Program 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 Program funds it receives directly or indirectly under this Agreement with any other funds. Contractor must use all Program 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").

7.2 **Financial Statement.** Contractor must submit, upon request, an annual, independently audited, financial statement to Commission on or before April 30th of each year during the Term.

## 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 development and implementation of monitoring and evaluation procedures including, but not limited to, data collections, data entry, reporting activities, and deadlines for deliverables described in **Exhibit A**, 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. Contractor must enter client data in the Data Program, including, but not limited to, all individually identifiable agreed-upon information.

8.3 **Annual Contract Review and Site Visits.** The Commission may, at any time, annually review this Agreement as part of its monitoring or evaluation activities (the "Annual Contract Review"). During an Annual Contract Review, the Commission may visit any and 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 Annual Contract Review. 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 four (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 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 four (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.

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 ten thousand dollars (\$10,000), Contractor shall be subject to an examination and audit by the California State Auditor for a period of three (3) years after final payment under this Agreement (Government Code § 8546.7).

8.7 **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 Program 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.

8.8 **Costs of Oversight Activities.** The Commission will bear reasonable costs in connection with or resulting from its regular monitoring, evaluation, data collection, visits, inspection, or other oversight activities related to this Agreement. If, however, the Commission (including the Commission's Executive Director) determines that it will conduct further oversight activities to determine whether or not Contractor committed fraud, breach, or other misrepresentation related to the Services or in connection with Contractor's performance of this Agreement, Contractor will bear any costs the Commission incurs as a result of conducting these additional activities. These costs will include, but are not limited to: actual costs incurred (including, without limitation, consulting, auditing, and legal fees, costs, and expenses); the

payment or repayment of any expenditures disallowed by the Commission or any federal, state, or local governmental entities; and any interest and penalties assessed by any federal, state, or local governmental agency.

8.9 **Penalty.** Contractor's failure to (a) timely and accurately submit any document, report, or data requested 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, will result in the Commission imposing penalties as specified in the Manual, as amended. These penalties may include, without limitation: withholding of payment by the Commission; loss of rights to receive advances under Section 4.4 above; transition to monthly reimbursement and reporting; the assessment of a five percent (5%) penalty on the final invoice amount; suspension without payment; termination of this Agreement; 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.

#### 8.10 **Submission of Information and Data**

A. As part of the Commission's monitoring, evaluation, and auditing activities, Contractor will submit all requested information and data, including but not limited to, individually identifiable physical or mental health information, substance abuse information, child care or education information, personnel or employment information, financial information, criminal justice information, or demographic information to the Commission. Contractor certifies that the submission of the aforementioned information will not violate any current federal, state, or local law or regulation.

B. If, during the Term, the Federal government, State of California, or any political subdivision with jurisdiction over the Services, adopts or amends a law or regulation under which Contractor believes it may no longer legally provide the Commission with some or all of the information and data requested under this Section, Contractor must submit to the Commission, in writing, a legal memorandum from Contractor's attorney detailing why Contractor believes complying with this Section would violate the new or amended law or regulation, and proposing a reasonable solution. The Commission will review this memorandum and will determine, in its sole discretion, whether to accept Contractor's proposed solution, terminate this Agreement, or pursue any other remedy under this Agreement or at law. The Commission will comply with the California Public Records Act, Government Code Sections 6250 *et seq.*, as may be amended during the Term.

#### 8.11 **Confidentiality**

A. 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 Data Program (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 nonconfidential basis prior to disclosure by the Commission or an affiliate of the Commission and prior to the Effective Date.

- B. 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.

## 9. Multi-Year Agreements

If this Agreement covers more than one (1) fiscal year of the Commission (July through June), Contractor must submit a revised Scope of Work and Budget (**Exhibit A**) for the Commission’s review, revision, and approval. Contractor must submit these documents to the Commission in accordance with the Manual, as amended. The Commission has the sole discretion whether or not to revise and/or approve any revision to a multi-year agreement.

## 10. Materials Identification, Ownership, and Dissemination

- 10.1 **Identification.** Contractor will acknowledge and give proper credit to the Commission as the funding source in all publications that are paid for by the Commission funds or used by Contractor in providing the Services (“Information Materials”). These Information Materials include, but are not limited to, posters, press and social media releases, brochures, and other publicity or public relations materials. To appropriately credit the Commission, Contractor must comply with the Manual, as amended. The Commission may elect, at its sole, discretion, not to reimburse Contractor for the costs of any Information Materials for which Contractor fails to properly credit the Commission. The Commission, at its sole discretion, may elect to treat as a Disallowed Cost the costs of any Information Materials not properly credited to the Commission.
- 10.2 **Ownership.** All Information Materials, records, and property, either provided to Contractor by the Commission or otherwise related to the Services, are the property of the Commission. Contractor, at the Commission’s sole discretion, must turn over all Information Materials to the Commission at the expiration of the Term or earlier termination of this Agreement. The Commission, at its sole discretion, may elect to treat as a Disallowed Cost the costs of any Informational Materials that Contractor fails to turn over to the Commission.
- 10.3 **Disseminating Information and Outreach.** Contractor, at the Commission’s request and to the Commission’s reasonable satisfaction, must disseminate Information Materials regarding outreach or any other topic that the Commission considers necessary in its sole discretion. The Commission will provide these Information Materials to Contractor with reasonable notice and instructions for dissemination.

## 11. Fingerprinting and Child Abuse Prevention Policy

- 11.1 **Fingerprinting and Background Checks.** Contractor represents and warrants that 1) all its employees, agents, volunteers, and subcontractors, who directly provide Services to children, are (and will continue to be) fingerprinted according to state and federal law; and 2) have (and will continue to 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 continue to be) fingerprinted and have the same criminal clearance described in the preceding sentence. Contractor may include costs associated with these fingerprinting and background checks in its proposed budget.

- 11.2 **Child Abuse Prevention.** Contractor represents and warrants that it will report all known or reasonably 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 or otherwise state-required 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.

## 12. Independent Contractor

- 12.1 **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.
- 12.2 **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.

## 13. Subcontracts

- 13.1 **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.
- 13.2 **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.

## 14. Defense, Indemnity, and Hold Harmless

The Contractor shall indemnify and hold harmless and defend the Commission (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Commission, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The Commission may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the Commission.

The Commission shall indemnify and hold harmless and defend the Contractor (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Contractor, the Commission, or any third party that arise from or relate to the performance or failure to perform by the Commission (or any of its officers, agents, subcontractors, or employees) under this Agreement. The Contractor may conduct or participate in its own defense without affecting the Commission's obligation to indemnify and hold harmless or defend the Contractor.

## 15. Insurance

15.1 **Required Coverage.** On or before the Effective 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 thirty (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:

- (1) **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.
- (2) **Workers' Compensation.** Workers' Compensation Insurance in accordance with the California Labor Code.
- (3) **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.
- (4) **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.
- (5) **Fidelity Bond or Insurance.** In accordance with Section 17.2 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.

- 15.2 **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.
- 15.3 **Endorsements.** Contractor must obtain endorsements to the general liability and auto insurance policies, giving the Commission an unrestricted thirty (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 ten- (10) day prior written notice of any cancellation or change in terms or coverage.
- 15.4 **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.
- 15.5 **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.
- 15.6 **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 17 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.

## 16. 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 15.1 above and must be identified in **Exhibit B**, the “Individuals Handling Funds Statement”, 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.

## 17. Termination

- 17.1 **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 thirty (30) days prior written notice.

- 17.2 **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:
- (1) Illegally or improperly used any funds procured directly or indirectly under this Agreement;
  - (2) Improperly performed any of the Services;
  - (3) Failed to begin performing the Services within sixty (60) days of the Effective Date;
  - (4) Failed to comply with the Strategic Plan, the Manual, as amended or any other Commission policy, procedure, or requirement;
  - (5) 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;
  - (6) Failed to maintain at all times the insurance required by this Agreement;
  - (7) Has a financial interest, direct or indirect, that is not disclosed to Commission by the Effective Date or that conflicts in any manner with the performance of the Services;
  - (8) Used Additional Funds in violation of this Agreement;
  - (9) Failed to meet any deadlines specified in the Scope of Work (**Exhibit A**); or
  - (10) Failed to comply with any term of this Agreement.
- 17.3 **Without Cause.** Under circumstances other than those set forth in Section 17.2, this Agreement may be terminated by either Party upon giving the other Party thirty (30) days advance written notice of an intention to terminate. The date of termination shall be determined pursuant to Section 18 below ("Date of Termination").
- 17.4 **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 Program funds, or, if payment has been made, demand that Contractor repay any Program 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.
- 17.5 **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 relinquish any equipment in good working order with reasonable wear and tear to the Commission.

#### 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/fax 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, three (3) days after the postmark date. If sent by regular mail the notice will be deemed given forty-eight (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 twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile/fax 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: Fabiola González, Executive Director  
Children & Families Commission of Fresno County  
2405 Tulare Street, Suite 200  
Fresno, California 93721  
Fax: (559) 241-6510  
Email: [fgonzalez@first5fresno.org](mailto:fgonzalez@first5fresno.org)

To Contractor: David Luchini, Director of Public Health  
County of Fresno, Department of Public Health  
1221 Fulton Street  
Fresno, CA 93721  
Email: [dluchini@fresnocountyca.gov](mailto:dluchini@fresnocountyca.gov)

#### 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 pregnancy, childbirth or related medical conditions, sex, religious creed, race, color, national origin or ancestry, age, physical or mental disability, medical condition, genetic information, marital status, sexual orientation, gender identity and expression, natural hairstyles, military and veteran status or any other consideration 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 Section 87100 *et seq.* Should any conflicts of interest under the Government Code arise during the course of the Term, Contractor shall immediately notify Commission after becoming aware of such a conflict.

## 21. General

- 21.1 **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.
- 21.2 **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.
- 21.3 **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, the Manual, or other policies, procedures, or requirements of the Commission, as amended, the terms of this Agreement prevail.
- 21.4 **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.
- 21.5 **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.
- 21.6 **Modifications.** No waiver, alteration, modification, or termination of this Agreement is valid unless made in writing.
- 21.7 **Waiver.** No covenant or condition of this Agreement may be waived except by the written consent of the Commission.
- 21.8 **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 Fresno, State of California, if instituted in the State courts, or the Eastern District of California (Fresno), if instituted in the Federal courts.
- 21.9 **Remedies.** Commission may pursue any and all remedies available by law as needed to enforce its rights under this Agreement.
- 21.10 **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.

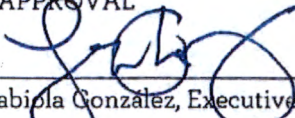
- 21.11 **Compliance with Law.** Contractor must observe and comply with all applicable federal, state, and local laws, ordinances, rules, and regulations now in effect or enacted during the Term, each of which are incorporated into this Agreement by reference.
- 21.12 **Headings and Construction.** 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.
- 21.13 **Time.** Time is of the essence in this Agreement.
- 21.14 **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.
- 21.15 **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.
- 21.16 **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 C** 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.
- 21.17 **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.
- 21.18 **Electronic Signatures.** Each Party acknowledges and agrees that this Agreement may also be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, or an "e-signed" document (e.g. DocuSign).

Signatures

CHILDREN AND FAMILIES COMMISSION  
OF FRESNO COUNTY

CONTRACTOR

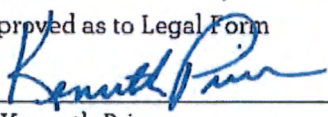
REVIEWED AND RECOMMENDED  
FOR APPROVAL

By:   
Fabiola González, Executive Director

County of Fresno,  
a political subdivision of the State of California

Date of Signature: 11/06/2024

By:   
Authorized Representative

Approved as to Legal Form  
By:   
Kenneth Price  
Legal Counsel

Date of Signature: 11/15/2024

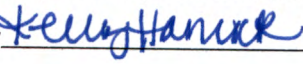
Name: Nathan Magsig

By:   
Brian Pacheco, Commission Chair

Title: Chairman of the Board of Supervisors of the County of Fresno

Date of Signature: 12.17.24

Date of Signature: 11-14-24

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California  
By:  Deputy

Exhibits:

- A. Scope of Work and Budget
- B. Individuals Handling Funds Statement
- C. Signatory Authorization



Exhibit A

Scope of Work and Budget

Direct Services Face Sheet Scope of Work

This document will be completed with First 5 Fresno County (F5FC) staff and Service Provider during a development meeting.

<b>Agency:</b>	County of Fresno, Department of Public Health	<b>Contract Number:</b>	202425-102643
<b>Program Name:</b>	Nurse Family Partnership	<b>Contract Amount:</b>	\$420,498

PROJECT OVERVIEW			
Project Name	Nurse Family Partnership	Contract Number	202425-102643
Agency Name	County of Fresno, Department of Public Health	Contract Amount	\$420,498
Start Date - End Date	July 1, 2024 - June 30, 2026	GL	10-8518-00
		Project ID	2643-24
Agency Notice Contact		Annual Budget	
Name	David Luchini	FY2425	\$210,249
Title	Director of Public Health	FY2526	\$210,249
Phone	559-600-3200		\$0
E-mail	dluchini@fresnocountyca.gov		\$0
Commission Approval Date:	January 24, 2024	Total	\$420,498

Project Description	
Briefly address what F5FC is funding and why. If applicable, describe the goals/outcomes. This may be placed on the F5FC website. (Character limit)	
<p>Nurse-Family Partnership (NFP) is an evidence-based community healthcare program that empowers low-income, vulnerable first-time mothers to become confident, knowledgeable, and responsible parents, and ensures that their babies have the best possible start in life. This program is voluntary; mothers are enrolled in the program early in pregnancy and receive ongoing nurse home visits that continue until the child reaches their second birthday. The nurse provides guidance for emotional, social, and physical challenges as expectant mothers prepare to become parents. The nurses support mothers by connecting them to prenatal care and preventative health practices, providing individualized guidance on specific child developmental stages, as well as assisting mothers in their maternal life course development. The three goals of the NFP program are: improving pregnancy outcomes, child health and development, and economic self-sufficiency of the family.</p>	
Agency Information	
Phone: 559-600-3330	Mailing Address (if different from left):
Website: <a href="http://www.fcdph.org">www.fcdph.org</a>	
Address: 1221 Fulton Street, Fresno, CA 93721	
Program Contact (Operations Supervisor/Coordinator)	Finance Contact (Submits budgets, financial reports, invoices)
Name: Lorraine Hardy	Name: Michael Chu
Title: Supervising Public Health Nurse	Title: Senior Accountant
Phone: 559-600-3330	Phone: 559-600-6426
E-mail: <a href="mailto:hardyl@fresnocountyca.gov">hardyl@fresnocountyca.gov</a>	E-mail: <a href="mailto:mchu@fresnocountyca.gov">mchu@fresnocountyca.gov</a>
Program Contact (Enters programmatic data)	Financial Contact (Submits budgets, financial reports, invoices)
Name: Linda Willome	Name: Chashua Lor
Title: Office Assistant III	Title: Staff Analyst
Phone: 559-600-3330	Phone: 559-600-3330
E-mail: <a href="mailto:willome@fresnocountyca.gov">willome@fresnocountyca.gov</a>	E-mail: <a href="mailto:chlor@fresnocountyca.gov">chlor@fresnocountyca.gov</a>
Data Approval (Submits programmatic data)	Financial Approval (Submits budgets, financial reports, invoices)
Name: Christina Wyrick	Name: Lorraine Hardy
Title: Program Technician	Title: Supervising Public Health Nurse
Phone: 559-600-3330	Phone: 559-600-3330
E-mail: <a href="mailto:clmoreno@fresnocountyca.gov">clmoreno@fresnocountyca.gov</a>	E-mail: <a href="mailto:hardyl@fresnocountyca.gov">hardyl@fresnocountyca.gov</a>

**Direct Services Face Sheet Scope of Work**

*This document will be completed with First 5 Fresno County (F5FC) staff and Service Provider during a development meeting.*

<b>Agency:</b>	County of Fresno, Department of Public Health
<b>Program Name:</b>	Nurse Family Partnership
<b>Contract Number:</b>	202425-102643
<b>Contract Amount:</b>	\$420,498

**Agency Service Locations**

List all physical addresses where F5FC services take place. If more than three sites, please include in this document by adding another row. Refer to the Fresno County website to find the correct County District for each service location.

Location		District	
1	1221 Fulton Street Fresno, CA 93721	District	3

[Click here to access the Fresno County district lookup page.](#)

**Types of Clients Served and Projected Numbers:**  
Include all client level and aggregate clients included in the scope of work/activities.

Type of Client	Number of Clients	
	FY2425	FY2526
Child 0<3	37	37
Child 3-5		
Parent/Caregiver	45	45
Service Provider/Early Childhood Professionals		
Other (please specify):		
<b>Total</b>	<b>82</b>	<b>82</b>

**Projected Numbers Served in Each Geographic Region:**  
Use the countywide box for programs providing services throughout the county.

Geographical Location of Clients	Number of Clients	
	FY2425	FY2526
1 Fresno	82	82
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Total</b>	<b>82</b>	<b>82</b>

**Description of "Other"**  
*Type Here*

Geographical Location of Clients	Fiscal Year	
	FY2425	FY2526
Percent Urban	100%	100%
Percent Rural	0%	0%
<b>Total # of</b>	<b>82</b>	<b>82</b>

Agency: County of Fresno, Department of Public Health  
 Program Name: Nurse Family Partnership  
 Contract Number: 202425-102643  
 Contract Amount: \$420,498

Scope of Work Activities/Deliverables

All services listed in this section are required to be entered in the reporting databases system on a quarterly basis, refer to the Funded Partner Manual for details. All clients served by FSFC funds must meet age and residency requirements. Funded Partner is required to maintain back-up documentation (see Verification Method). The information in the table below will remain the same for the full contract term (from one fiscal year to the next) unless otherwise specified or modified through a contract amendment request. Please note, total unduplicated number of clients are captured per deliverable.

Service Type & Description	Anticipated Number of Participants FY2425	Anticipated Number of Participants FY2526	Frequency	Evaluation Method	Verification Method (Documentation)
<b>Parent partnership home visit (parent)</b> NFP follows a home-visiting schedule to meet the program goals and integrates self-efficacy, human ecology, and attachment theories within its nursing framework creating a unique context for learning, growth and overall well-being. Once the child turns two years old, the family is transitioned out of the program. The Nurse-Family Partnership model integrated a telehealth visit option in 2017 to increase client retention. Telehealth visits are incorporated in addition to in-person visits for clients who have returned to work or school. All client services are documented per NFP Telehealth Guidelines.	Parent/Caregiver 45 Child 45 Provider Other Total 45	45	Frequency of home visits will vary as follows: once a week for the first 4 weeks; then every other week until the baby is born; once a week for 6 weeks after the baby's birth; every other week until the child is 21 months; and monthly until 24 months.	Reporting database system data	Service log
<b>ASQ (child)</b> Developmental screening tool that pinpoints developmental progress in children between the ages of one month to 5 1/2 years.	Parent/Caregiver 37 Child 37 Provider Other Total 37	37	Annually within 90 days of enrollment.	Reporting database system data	ASQ/ASQ:SE
<b>ASQ:SE (child)</b> Developmental screening tool that pinpoints developmental progress in children between the ages of one month to 5 1/2 years, focusing on children's social and emotional development.	Parent/Caregiver 20 Child 20 Provider Other Total 20	20	Annually within 90 days of enrollment.	Reporting database system data	ASQ/ASQ:SE
<b>PHQ-9 (parent)</b> In addition, the client count includes an abuse assessment screening tool (partner relationship assessment) that will be administered at intake and 32-36 weeks postpartum. 4 months postpartum, 19 weeks and 32 weeks are needed. The total client count of 20 is the number of clients in the program who may not be antepartum. PHQ-9 does not count on nurses' case load it may be that a nurse has more toddlers (1 to 2-year old) and not doing as many PHQ-9s.	Parent/Caregiver 20 Child 20 Provider Other Total 20	20	Frequency	Reporting database system data	Complete copy of PHQ9
<b>DANCE (parent)</b> Dyadic Assessment of Naturalistic Caregiver-child Experiences (DANCE) is a strengths-based assessment tool to aid the nurse in identifying areas of strengths and areas of growth in Parents. Children who experience positive caregiver-child interactions will engage more with their caregivers, will reinforce caregivers' behaviors, and will develop a sense of trust in their relationships with their caregivers and others. The client count of 15 for this service is a lower number of clients based on the need of each client determined by the public health nurse. DANCE assessments vary on nurses' case load and it may be that a nurse has more pregnant mothers or infants.	Parent/Caregiver 15 Child 15 Provider Other Total 15	15	DANCE will be completed by parents when their children are 2,9,16 and 22 months of age.	Reporting database system data	Complete copy of DANCE
<b>Developmental referral (child)</b> NFP will attach developmental referrals to the child or the parent/caregiver depending on the specificity of the referral. These other referrals are to improve the environment and decrease stressors on the child.	Parent/Caregiver 1 Child 1 Provider Other Total 1	1	Frequency	Reporting database system data	Service log
<b>Other referral (parent)</b> Nurse Liaison will attach other referrals to the child or the parent/caregiver depending on the specificity of the referral. These other referrals are to improve the environment and decrease stressors on the child.	Parent/Caregiver 45 Child 45 Provider Other Total 45	45	As needed	Reporting database system data	Service log

Description	Frequency
A narrative will be submitted each quarter describing outcomes, success and challenges related to the contract. Narrative questions/prompts to be determined with First 5 Fresno County.	Quarterly

**Agency:** County of Fresno, Department of Public Health  
**Program Name:** Nurse Family Partnership  
**Contract Number:** 202425-102643  
**Contract Amount:** \$420,498.00

CONTRACT BUDGET				
Budget Line Items	FY2425 Original	FY2526 Original	Budget Total	
<b>PERSONNEL EXPENSES</b>				
Full Time Positions				
Supervising Public Health Nurse	\$ 10,272	\$ 10,573	\$ 20,845	
Public Health Nurse II	\$ 50,424	\$ 50,683	\$ 101,106	
Public Health Nurse II	\$ 50,805	\$ 50,683	\$ 101,488	
<i>Total Full Time Salaries</i>	<i>\$ 111,501</i>	<i>\$ 111,939</i>	<i>\$ 223,439</i>	
Personnel Benefits (enter as % of FT salaries)	\$ 65,510	\$ 78,752	\$ 144,262	
Taxes (enter as % of FT salaries)	\$ 8,530	\$ 8,563	\$ 17,093	
<b>PERSONNEL EXPENSES SUBTOTAL</b>	<b>\$ 185,541</b>	<b>\$ 199,255</b>	<b>\$ 384,795</b>	
<b>OPERATING EXPENSES</b>				
Facilities Costs	\$ 477	\$ 455	\$ 932	
Operational/Supplies	\$ 1,881	\$ 1,588	\$ 3,469	
Training/Travel	\$ 845	\$ 806	\$ 1,651	
<b>OPERATING EXPENSES SUBTOTAL</b>	<b>\$ 3,203</b>	<b>\$ 2,849</b>	<b>\$ 6,052</b>	
<b>PROGRAM EXPENSES</b>				
Materials and Supplies	\$ 19,852	\$ 8,145	\$ 27,997	
<b>PROGRAM EXPENSES SUBTOTAL</b>	<b>\$ 19,852</b>	<b>\$ 8,145</b>	<b>\$ 27,997</b>	
<b>MISCELLANEOUS EXPENSES</b>				
Professional Services	\$ -	\$ -	\$ -	
Other Expenses	\$ -	\$ -	\$ -	
<b>MISCELLANEOUS EXPENSES SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>ALL EXPENSES SUBTOTAL</b>	<b>\$ 208,596</b>	<b>\$ 210,249</b>	<b>\$ 418,844</b>	
Indirect Costs (Max 15%)	\$ 1,653	\$ -	\$ 1,653	
<b>TOTAL F5FC BUDGET</b>	<b>\$ 210,249</b>	<b>\$ 210,249</b>	<b>\$ 420,497</b>	
Other Funding	\$ 251,375	\$ 293,509	\$ 544,884	
<b>Total Funding (All Sources)</b>	<b>\$ 461,624</b>	<b>\$ 503,758</b>	<b>\$ 965,381</b>	

Direct Services Face Sheet Scope of Work

This document will be completed with First 5 Fresno County (F5FC) staff and Service Provider during a development meeting.

<b>Agency:</b> County of Fresno, Department of Public Health
<b>Program Name:</b> Nurse Family Partnership
<b>Contract Number:</b> 202425-102643
<b>Contract Amount:</b> \$420,498.00

CONTRACT BUDGET				
Budget Line Items		FY2425 Original	Justification	FY2425 Other Funding
<b>PERSONNEL EXPENSES</b>				
Full Time Positions	Base Rate	FTE		
Supervising Public Health Nurse	\$ 155,469	0.066	\$ 10,272 Under the direction of the MCAH Director/Public Health Nursing Division Manager, provides direction for all aspects of the Nurse-Family Partnership (NFP) program in accordance with regulations, standards, and guidelines established by the NFP National Service Office, Denver, Colorado.	\$ 13,049
Public Health Nurse II	\$ 117,264	0.43	\$ 50,424 Provide comprehensive case management nurse home visiting with fidelity to the NFP model through skilled assessment and instruction to pregnant and parenting women and their infants.	\$ 66,840
Public Health Nurse II	\$ 118,152	0.43	\$ 50,805 Provide comprehensive case management nurse home visiting with fidelity to the NFP model through skilled assessment and instruction to pregnant and parenting women and their infants.	\$ 67,347
<b>Total Full Time Salaries</b>			\$ 111,501	\$ 147,236
Personnel Benefits (enter as % of FT salaries)		58.75%	\$ 65,510 Estimated benefits rates reflect Unemployment Insurance (.00018634), Retirement (.4662 - .5996), Health Insurance (\$11,177 - \$14,451 per FTE per year) and Benefits Administration (\$230 per FTE per year).	\$ 86,506
Taxes (enter as % of FT salaries)		7.65%	\$ 8,530 Estimated taxes rates reflect OASDI (.0765)	\$ 11,264
<b>PERSONNEL EXPENSES SUBTOTAL</b>			\$ 185,541	\$ 245,005
<b>OPERATING EXPENSES</b>				
Facilities Costs			\$ 477 Telephone communication costs used by program staff (\$1,100). Rate provided by Fresno County Department of Internal Services and is based on the type of device used.	\$ 623
Operational/Supplies			\$ 1,881 General office supplies such as paper, pencils, envelopes and filing supplies (\$3,500); postage (\$340); and printing (\$500).	\$ 2,459
Training/Travel			\$ 845 Fees for staff to attend local meetings, conferences, and training (\$750). Staff private auto mileage reimbursement at a rate of \$0.585 per mile (\$1,200).	\$ 1,105
<b>OPERATING EXPENSES SUBTOTAL</b>			\$ 3,203	\$ 4,187
<b>PROGRAM EXPENSES</b>				
Materials and Supplies			\$ 19,852 Books and publications (\$2,500). Forms, pamphlets, educational materials to evaluate and assist NFP clients (\$16,352), Cribettes (\$1,000).	\$ -
<b>PROGRAM EXPENSES SUBTOTAL</b>			\$ 19,852	\$ -
<b>MISCELLANEOUS EXPENSES</b>				
Professional Services				
Other Expenses				
<b>MISCELLANEOUS EXPENSES SUBTOTAL</b>			\$ -	\$ -
<b>ALL EXPENSES SUBTOTAL</b>			\$ 208,596	\$ 249,192
Indirect Costs (Max 15%)		0.89%	\$ 1,653	\$ 2,183
<b>TOTAL F5FC BUDGET</b>			\$ 210,249	\$ 251,375
	Other Funding		\$ 251,375	
<b>Total Funding (All Sources)</b>			\$ 461,624	\$ 251,375

Direct Services Face Sheet Scope of Work

This document will be completed with First 5 Fresno County (F5FC) staff and Service Provider during a development meeting.

<b>Agency:</b> County of Fresno, Department of Public Health
<b>Program Name:</b> Nurse Family Partnership
<b>Contract Number:</b> 202425-102643
<b>Contract Amount:</b> \$420,498.00


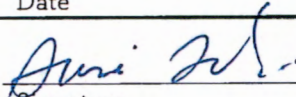
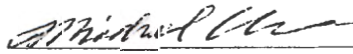
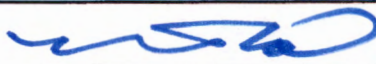
CONTRACT BUDGET				
Budget Line Items		FY2526 Original	Justification	FY2526 Other Funding
<b>PERSONNEL EXPENSES</b>				
Full Time Positions	Base Rate	FTE		
Supervising Public Health Nurse	\$ 160,030	0.066	\$ 10,573 Under the direction of the MCAH Director/Public Health Nursing Division Manager, provides direction for all aspects of the Nurse-Family Partnership (NFP) program in accordance with regulations, standards, and guidelines established by the NFP National Service Office, Denver, Colorado.	\$ 13,263
Public Health Nurse II	\$ 126,707	0.4	\$ 50,683 Provide comprehensive case management nurse home visiting with fidelity to the NFP model through skilled assessment and instruction to pregnant and parenting women and their infants.	\$ 77,329
Public Health Nurse II	\$ 126,707	0.4	\$ 50,683 Provide comprehensive case management nurse home visiting with fidelity to the NFP model through skilled assessment and instruction to pregnant and parenting women and their infants.	\$ 72,028
<i>Total Full Time Salaries</i>			\$ 111,939	\$ 162,620.00
Personnel Benefits (enter as % of FT salaries)		70.35%	\$ 78,752 Estimated benefits rates reflect Unemployment Insurance (.0018634), Retirement (.4662 - .5996), Health Insurance (\$11,177 - \$14,451 per FTE per year) and Benefits Administration (\$230 per FTE per year).	\$ 114,407
Taxes (enter as % of FT salaries)		7.65%	\$ 8,563 Estimated taxes rates reflect OASDI (.0765)	\$ 12,440
<b>PERSONNEL EXPENSES SUBTOTAL</b>			\$ 199,255	\$ 289,468
<b>OPERATING EXPENSES</b>				
Facilities Costs			\$ 455 Telephone communication costs used by program staff (\$1,100). Rate provided by Fresno County Department of Internal Services and is based on the type of device used.	\$ 645
Operational/Supplies			\$ 1,588 General office supplies such as paper, pencils, envelopes and filing supplies (\$3,500); postage (\$340); and printing (\$500).	\$ 2,252
Training/Travel			\$ 806 Fees for staff to attend local meetings, conferences, and training (\$750). Staff private auto mileage reimbursement at a rate of \$0.585 per mile (\$1,200).	\$ 1,144
<b>OPERATING EXPENSES SUBTOTAL</b>			\$ 2,849	\$ 4,041
<b>PROGRAM EXPENSES</b>				
Materials and Supplies			\$ 8,145 Books and publications (\$1,500). Forms, pamphlets, educational materials to evaluate and assist NFP clients (\$5,645), Cribs (\$1,000).	\$ -
<b>PROGRAM EXPENSES SUBTOTAL</b>			\$ 8,145	\$ -
<b>MISCELLANEOUS EXPENSES</b>				
Professional Services				
Other Expenses				
<b>MISCELLANEOUS EXPENSES SUBTOTAL</b>			\$ -	\$ -
<b>ALL EXPENSES SUBTOTAL</b>			\$ 210,249	\$ 293,509
Indirect Costs (Max 15%)	0.00%		\$ -	\$ -
<b>TOTAL F5FC BUDGET</b>			\$ 210,249	\$ 293,509
	Other Funding		\$ 293,509	
<b>Total Funding (All Sources)</b>			\$ 503,758	\$ 293,509

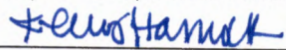
Exhibit B  
Individuals Handling Funds Statement

ORGANIZATION/AGENCY NAME (CONTRACTOR):	County of Fresno
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THE UNDERSIGNED ARE THE **ONLY** INDIVIDUALS AT THIS AGENCY WHO CONTROL DISBURSEMENTS AND/OR RECEIPTS AND CERTIFY BY VIRTUE OF THEIR SIGNATURE THAT:

- (1) THE PERSON HAS NEVER BEEN CONVICTED OF A FELONY;
- (2) THE PERSON HAS NOT HAD A JUDGMENT ENTERED AGAINST HIM/HER BASED UPON MISAPPROPRIATION OF FUNDS OR SIMILAR ACTION; AND,
- (3) THE PERSON IS BONDED.

Irene Parada	
Name	Signature
Business Manager	11/06/24
Title	Date
Susie Federline	
Name	Signature
Supervising Account Clerk	10/24/24
Title	Date
Michael Chu	
Name	Signature
Senior Accountant	10/24/24
Title	Date
Nathan Magsig	
Name	Signature
Chairman of the Board of Supervisors of the County of Fresno	12.17.2024
Title	Date


ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California  
By  Deputy




**Exhibit C  
Signatory Authority**

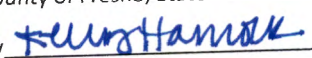
I CERTIFY THE **AGENCY OFFICIAL** LISTED BELOW IS AUTHORIZED AND EMPOWERED TO SIGN AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE AGENCY (CONTRACTOR) AND BY VIRTUE OF THAT PERSON'S SIGNATURE, BIND THE AGENCY.

ORGANIZATION/AGENCY NAME (CONTRACTOR):	County of Fresno, Department of Public Health
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SIGNATURE OF GOVERNING BODY OFFICIAL:	
DATE SIGNED:	12.17.24
PRINTED NAME:	Nathan Magsig
TITLE:	Chairman of the Board of Supervisors of the County of Fresno

SIGNATURE OF AUTHORIZED AGENCY OFFICIAL:	
DATE SIGNED:	12.17.24
TYPED NAME:	Nathan Magsig
TITLE:	Chairman of the Board of Supervisors of the County of Fresno

**NOTE: SHOULD CIRCUMSTANCES REQUIRE A CHANGE IN THE ABOVE, A NEW SIGNATORY AUTHORIZATION MUST BE COMPLETED AND FORWARDED TO THE COMMISSION.**

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California  
By  Deputy