

## Services Agreement

### Parties

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

Contractor: County of Fresno, Department of Public Health

### Administrative

Contract Number: 201617-0954

### 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.
- D. The Commission is authorized to enter into agreements for professional services pursuant to the Act and the Fresno County Ordinance Code.
- E. The Commission desires to retain Contractor to provide the 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 as of July 1, 2016 (the "Effective Date"), and ends on June 30, 2018, unless terminated earlier under this Agreement (the "Term").

#### 2. Performance

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

## 2.3 Purpose

- A. Pursuant to state law and local ordinances, Contractor must provide the Services for the sole purpose of promoting, supporting, and improving the early development of children residing in Fresno County from the prenatal stage through 5 years of age. Contractor must only:
- (1) Provide the Services to children ages prenatal through age five who reside in Fresno County;
  - (2) Provide the Services to parents, primary care givers, or legal guardians of children ages prenatal through age five 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 who reside in Fresno County, or (ii) the parents, primary care givers, or legal guardians of these children.
- B. **By initialing below, Contractor certifies, represents, and warrants to the Commission that it will provide the Services only in a manner that directly or indirectly benefit children from the prenatal stage through five years of age who reside in Fresno County, and will not provide any portion of the Services for the direct or indirect benefit of another person or entity.**

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Contractor's Initials

- 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 60 days of the Effective Date.
3. **Compliance with Strategic Plan, Service Provider 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/about-us/strategic-plan-development](http://www.first5fresno.org/about-us/strategic-plan-development) - 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 **Service Provider Manual.** Contractor must comply with all policies and procedures set forth in the Commission's Service Provider Manual, as amended, a current version of which is available on our website [www.first5fresno.org/partners/service-providers](http://www.first5fresno.org/partners/service-providers) - and incorporated by reference (the "Manual"). The Commission may review and amend the Manual annually as the Commission considers necessary in its sole discretion. The Commission will notify the Contractor if the Commission has made any amendments to the Manual. If the Commission makes any material changes to the Manual during the term of this agreement, the agreement may be modified by the written consent of both parties once the Contractor has had the opportunity to review and agree to comply with the policies and procedures set forth in the amended Manual.

- 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 B.
- 4.2 **Reimbursement.** The Commission will reimburse Contractor for all necessary, reasonable, and justifiable expenses, as determined by the Commission, incurred in accordance with the Project Budget for providing the Services on behalf of the Commission in an aggregate amount not to exceed \$417,977 (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 quarterly, or 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 database and data management program called "Persimmony." If applicable to the Services or any program under the Scope of Work (Exhibit A), Contractor must submit client level data on a monthly basis via Persimmony. Contractor must also submit progress reports on a quarterly basis via Persimmony. Any and all aggregate data, if applicable to the Services or any program under the Scope of Work, is due on a quarterly basis via Persimmony. The Commission must receive quarterly requirements 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.
- 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 50% of the annual budget amount, as listed in the Project Budget (Exhibit B). If the Commission releases funds before Contractor performs Services, the Commission will not release any additional funds, at any time, unless and until 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 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 supported activity or earned as a result of funds awarded by the Commission or procured directly or indirectly under this Agreement. Program Income includes, but is not limited to, income from fees

for Services performed, the use or rental of real or personal property acquired under Commission-funded projects, the sale of commodities or items fabricated under funds awarded by the Commission, license fees and royalties on patents and copyrights, and interest on loans made with funds awarded by the Commission.

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

## 7. Fiscal Compliance

- 7.1 **Management of Funds.** Contractor must not commingle funds it receives directly or indirectly under this Agreement with any other funds. Contractor must use all funds procured directly or indirectly under this Agreement solely for providing the Services as set forth in this Agreement. Contractor must comply with the controls, record keeping, and fund accounting procedure requirements of the Commission (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 an annual, independently audited, financial statement to Commission on or before April 30th of each year during the Term.
- 7.3 **Cost Allocation Plan.** Contractor must prepare and comply with a cost allocation plan. Contractor represents that it has submitted this plan prior to executing this Agreement.

## 8. Commission's Oversight of Contractor

- 8.1 **Monitoring and Evaluation.** The Commission will monitor and evaluate performance of the Services through all means it considers necessary, in its sole discretion, to ensure that Contractor is complying with the Act and the terms of this Agreement. The Commission may establish and provide policies and procedures governing the means by which it monitors, evaluates, and reports on Contractor's performance and how it makes funding decisions. Contractor understands that determining whether Contractor is performing the Services in accordance with this Agreement and whether the Commission will continue to provide funding to Contractor under this Agreement is solely the responsibility and within the discretion of the Commission.
- 8.2 **Data Collection.** Contractor must fully cooperate with the Commission in the 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 Exhibit B, 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 level data in the Persimmony database, including, but not limited to, all individually identifiable agreed-upon information.
- 8.3 **Annual Contract Review and Site Visits.** The Commission will, at any time, annually review this Agreement as part of its monitoring or evaluation activities (the "ACR"). During an ACR, the

Commission will 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 ACR. The Commission reserves the right to make unannounced visits during regular business hours or schedule a visit outside of regular business hours.

#### 8.4 **Audit and Inspection**

- A. Contractor must maintain and make available to the Commission accurate books and records relevant to all of its activities under this Agreement. The Commission may conduct one or more audits or examinations (the "Audit and Inspection Activities"). As part of the Audit and Inspection Activities, the Commission may copy any records, including, without limitation, invoices, materials, personnel records, client files, sign-in sheets, or any other information or data related to all matters covered by this Agreement. Contractor must reasonably cooperate with the Commission's efforts to carry out the Audit and Inspection Activities. Notwithstanding the Term, the Audit and Inspection Activities will continue in full force and effect for 4 years from the expiration of the Term, or until the Commission has notified Contractor in writing that the Audit and Inspection Activities are completed, whichever occurs last.
- B. Contractor must immediately report to the Commission any incidents of fraud, abuse, or other criminal activity regarding provision of the Services or otherwise related to this Agreement or the expenditure of Commission funds.

8.5 **Record Retention.** Contractor must maintain records in accordance with the policies and procedures set forth 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.

8.6 **Governmental Agencies and State Auditor General.** The State of California or any state, federal, or local agency having an interest in the subject of this Agreement has the same rights as conferred upon the Commission under this Section. If this Agreement exceeds \$10,000, Contractor is subject to the examination and audit of the State Auditor General for a period of 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 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.** If, however, the Commission (including the Commission's Executive Director) reasonably determines that Contractor committed fraud, breach or any other material misrepresentation related to its performance of Services, Contractor shall be responsible for the

repayment of any portion of the contract amount deemed to be disallowed by the Commission plus reasonable costs, including attorneys' fees, to perform such oversight and obtain such disallowed amounts. In the event that the Commission finds the County has not committed fraud, breach or any other material misrepresentation and that no portion of the contract amount is disallowed, then the Commission shall not impose any additional costs on the Contractor for oversight and monitoring Contractor's provision of Services and not charge for such incurred expenses. 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. Payment or repayment costs shall not exceed the total contract agreement amount.

- 8.9 **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, will result in the Commission imposing penalties as specified in the "Penalties" section of 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 and transition to monthly reimbursement and reporting; the assessment of a 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. **By initialing below, Contractor certifies, represents, and warrants that it will submit all 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, provided to the Commission, as part of the Commission's monitoring, evaluation, and auditing activities, and that such submission will not violate any current federal, state, or local law or regulation.**

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- 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 §§ 6250 *et seq.*, as may be amended during the Term.

8.11 **Confidentiality**

- A. Contractor acknowledges that during the Term it might have access to Confidential Information required for effective coordination and delivery of services to children and their families.

Contractor will ensure that all of its employees, agents, contractors, and representatives will comply with the terms and conditions of this Agreement and all applicable laws regarding the access, use, and dissemination of Confidential Information. All confidential discussions, deliberations, and Confidential Information generated, submitted, or maintained in connection with this Agreement must be disclosed only to persons who have a specific and bona fide “need to know” and authority to access Confidential Information. Furthermore, Contractor must not disclose to third parties (i) any Confidential Information without the express written consent of the Commission, and (ii) any individually identifiable Confidential Information related to a child without the additional written authorization from the child’s parent or legally authorized representative.

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

## 9. Multi-Year Agreements

If this Agreement covers more than one fiscal year of the Commission (July through June), Contractor must submit a revised Scope of Work (Exhibit A) and Project Budget (Exhibit B) 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 releases, brochures, and other publicity or public relations materials. To appropriately credit the Commission, Contractor must comply with the “Proper Crediting Policy” in 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 materials regarding outreach or any other topic that the Commission considers necessary in its sole discretion. The Commission will provide these materials to Contractor with reasonable notice and instructions for dissemination.



## 11. Fingerprinting, Child Abuse Prevention, and Breastfeeding Friendly Policy

- 11.1 **Fingerprinting.** Contractor represents and warrants that all its employees, agents, volunteers, and subcontractors, who directly provide Services to children, are (and will be) fingerprinted according to state and federal law and have (and will have) a criminal clearance which states that they do not have a criminal history which would compromise the safety of children. Additionally, irrespective of any federal or state legal requirements, Contractor represents and warrants that any of its employees, agents, volunteers, or subcontractors who will or may have direct, unsupervised access to children in connection with the Services, are (and will be) fingerprinted and have the same criminal clearance described in the preceding sentence. 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 suspected instances of child abuse or neglect to either local law enforcement or county child welfare services consistent with state and federal law. Contractor further represents and warrants that each and every employee, agent, volunteer, or subcontractor who directly provides Services to children has received annual training regarding child abuse and neglect prevention and reporting and must sign a statement acknowledging that they understand the child abuse reporting laws and will comply with same.
- 11.3 **Breastfeeding Friendly Policy.** Contractor shall comply with Commission's Breastfeeding Friendly ("BFF") policy, whereby Contractor, among other things, agrees to indicate its awareness and support for a mother's right to breastfeed in public. The BFF policy is contained in the Manual.

## 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

To the fullest extent permitted by law and only in proportion to each party's respective liability, each party (Indemnitor) shall, defend, indemnify, and hold harmless the other party (Indemnitee) and the Indemnitee's governing body, officers, employees and agents from and against any claims, lawsuits, actions, and/or liability relating to this Agreement and arising out of any act or omission of or caused by Indemnitor and/or the Indemnitor's governing body, officers, employees, or agents. The parties intend by the provisions in this Section and hereby agree that where the parties are jointly liable, each party's obligation under this Section to the other party shall only be in proportion to its liability. Each party is solely liable for any claims, lawsuits, actions, and/or liability arising out of the sole act or omission of, or caused solely by, that party and/or its governing body, officers, employees, or agents.

#### 15. Insurance

15.1 **Required Coverage.** Each Party shall provide, upon request of the other Party during the Term, written proof satisfactory to the other Party of the existence of the insurance or self-insurance required under this section. 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. Each Party, at its cost and throughout the Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request:

- (1) **Commercial General Liability.** Comprehensive general liability coverage of at least \$1 million per occurrence, \$2 million annual aggregate. Each Party must list the other Party 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 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 "A, VII" rating, or in special circumstances, be pre-approved by the Parties.
- 15.3 **Endorsements.** Contractor must obtain endorsements to the general liability and auto insurance policies, giving the Commission an unrestricted 30 day prior written notice of cancellation or change in terms or coverage. Contractor must also obtain an endorsement to the workers' compensation policy giving the Commission an unrestricted 10 day prior written notice of any cancellation or change in terms or coverage.
- 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 15.6 above and must be identified in **Exhibit C** of this Agreement (attached and incorporated into this Agreement), unless the Commission, in its sole discretion, allows Contractor to provide proof of insurance covering employee dishonesty in accordance with this Agreement.

## 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 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 60 days of the Effective Date.
- (4) Failed to comply with the Strategic Plan, the Manual, or any other Commission policy, procedure, or requirement, as amended;
- (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 30 days advance written notice of an intention to terminate.

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 funds, or, if payment has been made, demand that Contractor repay any funds disbursed to Contractor under this Agreement, which in the judgment of the Commission were not expended in accordance with the terms of this Agreement. Contractor must promptly refund any such funds upon demand, or at the Commission's option, this repayment may be deducted from future payments owing to Contractor under this Agreement. In no event will any payment by the Commission constitute a waiver by the Commission of any breach of this Agreement or any default which may then exist on the part of Contractor. Neither will any payment to Contractor impair or prejudice any remedy available to the Commission with respect to any breach or default by Contractor. If Contractor breaches this Agreement, Commission may recover from Contractor all remedies available at law. A waiver of any breach of this Agreement by the Commission will not constitute a continuing waiver, a waiver of any subsequent breach of the same, or a waiver of any breach of another provision of this Agreement.

17.5 **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 provide any equipment in good working order with reasonable wear and tear.

## 18. Notices

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

To the Commission: Emilia Reyes, Executive Director  
Children & Families Commission of Fresno County  
2405 Tulare Street, Suite 200  
Fresno, California 93721  
Fax: (559) 558-4999  
Email: ereyes@first5fresno.org

To Contractor: Dave Pomaville, Director  
County of Fresno, Department of Public Health  
1221 Fulton Mall, 4th Floor  
Fresno, California 93721  
Email: dpomaville@co.fresno.ca.us

## 19. Nondiscrimination and Equal Opportunity

Contractor must comply with all applicable laws providing equal employment opportunities. Contractor must not discriminate against any person on the grounds of race, color, creed, gender, gender identity, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, pregnancy, citizenship status, military or veteran status, or any other characteristic made unlawful by federal, state, or local laws. These nondiscrimination and equal opportunity requirements apply, without limitation, to retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

## 20. Conflict of Interest

Contractor has read and understands the provisions of Sections 1090 *et seq.* and Sections 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees. Contractor represents and warrants that, upon making diligent inquiry, it is unaware of any financial or economic interest, direct or indirect, not already disclosed to the Commission by the Effective Date, or that conflicts

in any manner with the performance of the Services. Contractor must comply with the requirements of Government Code Section 87100 *et seq.*

## 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 D** and incorporated into this Agreement. Contractor must complete and forward to the Commission a new signatory authorization each time any name, title, or other information in the existing authorization is no longer current.
- 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.

**Signatures**

REVIEWED AND RECOMMENDED  
FOR APPROVAL

By: \_\_\_\_\_  
Emilia Reyes, Executive Director

Date of Signature: \_\_\_\_\_

CHILDREN AND FAMILIES COMMISSION  
OF FRESNO COUNTY

By: \_\_\_\_\_  
Henry R. Perea, Commission Chair

Date of Signature: \_\_\_\_\_

CONTRACTOR

County of Fresno, Department of Public  
Health  
a California [state]  
County Charter [type of entity]

By: Ernest Buddy Mendes  
Authorized Representative

Name: Ernest Buddy Mendes

Title: Chairman, Board of Supervisors

Federal Tax ID Number: 94-6000512

Date of Signature: December 6, 2016

**Exhibits:**

- A. Scope of Work and Project Evaluation
- B. Project Budget
- C. Individuals Handling Funds
- D. Signatory Authorization

By: Bernice E. Seidel  
BERNICE E. SEIDEL, Clerk Board of  
Supervisors

Date: December 6, 2016



**Exhibit A  
Scope of Work**

## 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.

### A. Face Sheet

<b>Agency Name:</b> County of Fresno, Department of Public Health		<b>Contract Number:</b> 201617-0954	
<b>Project Name:</b> Nurse-Family Partnership		<b>Project ID Number:</b> 0954-17	
		<b>GL:</b> HP6 - 10-8504-00	100 %
<b>Agency Address:</b> 1221 Fulton Mall, 4 <sup>th</sup> Floor, Fresno, CA 93721		<b>Start date/End date:</b> 07/01/16 - 06/30/18	
		<b>Contract amount:</b> \$417,977	<b>FY 16-17:</b> \$207,780 <b>FY 17-18:</b> \$210,197
		<b>Other Project Funding:</b> \$ 430,700	103 %
<b>BOS District:</b> 3		<b>Agency phone #:</b> 559-600-3330	
<b>Mailing address if different than above:</b> N/A			
<b>Website:</b> www.fcdph.org			
<b>Strategic Plan Tier:</b> Tier 1: Children Families			
<b>Project Description</b>			
<i>Briefly address what F5FC is funding and why. If applicable, describe the goals/outcomes. This will be placed on the F5FC website.</i>			
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.			
<b>F5FC Contract Manager:</b> Kristina Hernandez			
<b>Program Contact</b>			
(Person who runs day to day program operations/supervisor/coordinator/manager)			
<b>Prefix:</b> Mrs.	<b>Name:</b> Deborah Kuest	<b>Title:</b> Supervising Public Health Nurse	
<b>E-mail:</b> dkuest@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330	
<b>Finance Contact</b>			
(Person responsible for submitting budgets, financial reports and/or invoices)			
<b>Prefix:</b> Mr.	<b>Name:</b> Michael Chu	<b>Title:</b> Accountant	
<b>E-mail:</b> mchu@co.fresno.ca.us		<b>Phone #:</b> 559-600-6426	
<b>Notice Contact</b>			
(Person who has legal authority to sign contract)			
<b>Prefix:</b> Mr.	<b>Name:</b> Dave Pomaville	<b>Title:</b> Director	
<b>E-mail:</b> dpomaville@co.fresno.ca.us		<b>Phone #:</b> 559-600-3200	
<b>Public Contact</b>			
(Person responsible for general public calls requesting program information, how to access services, media, etc.)			
<b>Prefix:</b> Ms.	<b>Name:</b> Deborah Kuest	<b>Title:</b> Supervising Public Health Nurse	
<b>E-mail:</b> dkuest@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330	

<b>Persimmony Contact Program Module – PROGRAM DATA ENTRY</b> (Person responsible for entering data)		
<b>Prefix:</b> Ms.	<b>Name:</b> Sophia Rodriguez	<b>Title:</b> Office Assistant III
<b>E-mail:</b> SXRodriguez@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330
<b>Training:</b> Access and No Training Required		
<b>Persimmony Contact Program Module – PROGRAM DATA ENTRY</b> (Person responsible for entering data)		
<b>Name:</b> Valerie Wells		<b>Title:</b> Supervising Office Assistant
<b>E-mail:</b> vwells@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330
<b>Training:</b> Access and Training Required		
<b>Persimmony Contact Program Module – PROGRAM DATA ENTRY</b> (Person responsible for entering data)		
<b>Name:</b> Diana Colin		<b>Title:</b> Office Assistant III
<b>E-mail:</b> dcolin@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330
<b>Training:</b> Access and Training Required		
<b>Persimmony Contact Program Module – PROGRAM DATA ENTRY</b> (Person responsible for entering data)		
<b>Name:</b> Linda Willome		<b>Title:</b> Office Assistant III
<b>E-mail:</b> lwillome@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330
<b>Training:</b> Access and Training Required		
<b>Persimmony Contact Program Module – PROGRAM DATA ENTRY</b> (Person responsible for entering data)		
<b>Name:</b> Christina Moreno		<b>Title:</b> Office Assistant III
<b>E-mail:</b> clmoreno@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330
<b>Training:</b> Access and No Training Required		
<b>Persimmony Contact Program Module – PROGRAM DATA APPROVAL</b> (Person responsible for approving submission of data)		
<b>Prefix:</b> Ms.	<b>Name:</b> Deborah Kuest	<b>Title:</b> Supervising Public Health Nurse
<b>E-mail:</b> dkuest@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330
<b>Training:</b> Access and No Training Required		
<b>Persimmony Contact Financial Module – FINANCIAL DATA ENTRY</b> (Person responsible for entering financial information)		
<b>Prefix:</b> Mr.	<b>Name:</b> Michael Chu	<b>Title:</b> Accountant
<b>E-mail:</b> mchu@co.fresno.ca.us		<b>Phone #:</b> 559-600-6426
<b>Training:</b> Access and No Training Required		
<b>Persimmony Contact Financial Module – FINANCIAL APPROVAL</b> (Person responsible for approving financial information)		
<b>Prefix:</b> Ms.	<b>Name:</b> Deborah Kuest	<b>Title:</b> Supervising Public Health Nurse
<b>E-mail:</b> dkuest@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330
<b>Persimmony Contact Financial Module – FINANCIAL APPROVAL</b> (Person responsible for approving financial information)		
<b>Name:</b> Aphivanh (Appy) Xayavath		<b>Title:</b> Staff Analyst

<b>E-mail:</b> axayavath@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330	
<b>Persimmony Monitoring Module – ANNUAL CONTRACT REVIEW (ACR) ACCESS</b> (Person responsible for responding to administrative and programmatic components of the ACR)			
<b>Prefix:</b> Ms.	<b>Name:</b> Deborah Kuest		<b>Title:</b> Supervising Public Health Nurse
<b>E-mail:</b> dkuest@co.fresno.ca.us		<b>Phone #:</b> 559-600-3330	
<b>Persimmony Monitoring Module – ANNUAL CONTRACT REVIEW (ACR) ACCESS</b> (Person responsible for responding to financial component of the ACR)			
<b>Name:</b> Michael Chu		<b>Title:</b> Accountant	
<b>E-mail:</b> mchu@co.fresno.ca.us		<b>Phone #:</b> 559-600-6426	

**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(s)	District(s)
Location 1: 1221 Fulton Mall, Brix Building-4 <sup>th</sup> Floor, Fresno, CA 93721	District 3

**First 5 Fresno County Strategic Plan and First 5 CA Result and Service Area Alignment:**

Goal per F5FC Strategic Plan:		Percent of Funding		Dollar Amount			
		FY1617	FY1718	FY1617	FY1718		
Goal 1: Health Promotion		100%	100%	\$207,780	\$210,197		
Primary Strategy per <a href="#">F5FC Strategic Plan:</a>		Percent of Funding		Dollar Amount			
		FY1617	FY1718	FY1617	FY1718		
HP6 Pre- and post-natal support for families		100%	100%	\$207,780	\$210,197		
State Result Area/Outcome  <i>Refer to the <a href="#">Annual Report &amp; School Readiness Appendices</a> <a href="#">Fiscal Year</a></i>	State Service Area			Percent of Clients		Percent of Funding	
				1617	1718	1617	1718
3. Improved Child Health	3e) Maternal and Child Health Care			100	100	100	100

**Is this an evidence based or research based program?**

*(Please check one)*

- ☒ Evidence Based  
☐ Research Based  
☐ N/A

## B. Demographic and Geographic Client Served Details

### Types of Clients Served and Projected Numbers:

*Please note that these fields reflect the client type options in Persimmony and not family relationships. Include all client level and aggregate clients included in sections C and D.*

Type of Client	Total # of Clients	
	FY1617	FY1718
Child 0<3	37	37
Child 3-5	0	0
Parent	37	37
Prenatal	8	8
Other (please specify):	0	0
<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 to be Served	Total # of Clients	
	FY1617	FY1718
County Wide	82	82
<b>Total:</b>	<b>82</b>	<b>82</b>

Geographical Location of Clients to be Served	Total # of Clients		Percent Urban (%)		Percent Rural (%)	
	FY1617	FY1718	FY1617	FY1718	FY1617	FY1718
Countywide	82	82	90	90	10	10

## Direct Services Face Sheet & Scope of Work

### C. Outputs: Services and Contacts

All services listed in section C are required to be entered in Persimmony on a monthly basis, refer to the Service Provider Manual for details. All clients served by F5FC funds must meet age and residency requirements. Service Provider is required to maintain back-up documentation. 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.

Service Type	F5FC Strategy	Core Client Type	Core Client Target # (Expected # of clients receiving service)		Frequency	Verification Method
			FY1617	FY1718		
Parent partnership home visit <sup>1</sup>	HP6 Pre- and post-natal support for families	Parent	Total <sup>1</sup> : 45 Q1: 40 Q2: 40 Q3: 40 Q4: 40	Total: 45 Q1: 40 Q2: 40 Q3: 40 Q4: 40	Frequency varies, please see endnotes	Service log
ASQ	HP3 Development Screenings and Assessments	Child	Total: 37 Q1: 6 Q2: 9 Q3: 10 Q4: 12	Total: 37 Q1: 6 Q2: 9 Q3: 10 Q4: 12	Annually within 90 days of enrollment <sup>2</sup>	ASQ/ASQ:SE
ASQ:SE	HP3 Development Screenings and Assessments	Child	Total: 20 Q1: 5 Q2: 5 Q3: 5 Q4: 5	Total: 20 Q1: 5 Q2: 5 Q3: 5 Q4: 5	Annually within 90 days of enrollment <sup>3</sup>	ASQ/ASQ:SE
Other assessment - PHQ-9 <sup>4</sup>	HP5 Mental Health Early Identification and Intervene	Parent	Total: 20 Q1: 10 Q2: 10 Q3: 10 Q4: 10	Total: 20 Q1: 10 Q2: 10 Q3: 10 Q4: 10	Frequency varies please see endnotes	Other- complete copy of PHQ9
Other assessment-DANCE <sup>5</sup>	HP6 Pre- and post-natal support for families	Parent	Total: 15 Q1: 10 Q2: 10 Q3: 10 Q4: 10	Total: 15 Q1: 10 Q2: 10 Q3: 10 Q4: 10	Frequency varies please see endnotes	Other- complete copy of DANCE
Developmental referral	CP6 Resource, referral, coordination, and alignment	Child	Total: 1 Q1: 0 Q2: 0 Q3: 1 Q4: 0	Total: 1 Q1: 0 Q2: 0 Q3: 1 Q4: 0	As needed	Service log
Other referral <sup>6</sup>	CP6 Resource, referral, coordination, and alignment	Parent	Total: 45 Q1: 15 Q2: 15 Q3: 15 Q4: 15	Total: 45 Q1: 15 Q2: 15 Q3: 15 Q4: 15	As needed	Service log

☒ Not Applicable - If your program does not provide aggregate services, please check this box

<sup>1</sup> Total unduplicated clients to be served in the entire year



## Direct Services Face Sheet & Scope of Work

### ***Service Provider Staff Confidentiality Agreement & Request for Persimmony User Logon***

All staff members of F5FC funded programs and projects (Service Providers) who are responsible for gathering or maintaining confidential information and records must adhere to this agreement.

#### **Responsibilities**

During the performance of Service Provider assigned duties related to the F5FC project, Service Provider might have access to confidential client information and records required for effective coordination and delivery of services to children and their families. All confidential discussions, deliberations, records, and information generated or maintained in connection with these activities shall be disclosed only to persons who have the need to know and authority to access confidential consumer information or records. This includes information obtained and conveyed through all media including the Persimmony database. **Service Provider must not disclose any confidential client information to any third party without the written authorization from the client or legally authorized representative.**

#### **Legal Liabilities**

Service Provider must adhere to the following:

- *Notice: All applicable employees, agents, and subcontractors shall be notified of state requirements for confidentiality and also notified that any person knowingly or intentionally violating the provisions of the state law is guilty of a misdemeanor.*
- *Records pertaining to any individual recipient of F5FC will be confidential and will not be open to examination for any purpose not directly connected with the administration of local evaluation.*
- *No person will publish, disclose, use, or permit the use of, or cause to be published, disclosed or used, any confidential information pertaining to any individual recipient of F5FC services.*

#### ***Prohibition of Re-Disclosing Confidential Client Information Employment Confidentiality Agreement***

This notice accompanies a disclosure of confidential information concerning a consumer of services funded by the F5FC. The above referenced agency is prohibited from making any further disclosure of this confidential information unless further disclosure is expressly permitted by the written authorization to release the information of the person to whom it pertains or as otherwise permitted by these regulations. A general authorization for the release of confidential information is NOT sufficient for this purpose.

#### ***Acknowledgement of Confidentiality and Prohibition of Re-Disclosing Confidential Client Information Employment Confidentiality Agreement***

The Agency acknowledges responsibility not to divulge any confidential information or records concerning clients of F5FC funded services without proper written authorization. By signing the Direct Services Agreement, the Agency accepts confidentiality and prohibition of re-disclosing confidential funding requirements.



## Direct Services Face Sheet & Scope of Work

Type of Face Sheet: ☒ New

☐ Revision

Type of Procurement: ☐ Informal

☒ Formal

☐ Sole Source

Type of Agreement: (choose only one)

☐ Amendment

☒ New Funding

Annual Contract Review: ☒ Formal

☐ Informal

BFF Policy Agreement Form Completed: ☒ Yes ☐ No (attach form to contract) ☐ N/A

EFT Form Completed:

☒ Yes ☐ No (attach form to contract)

W-9 Completed: ☒ Yes

☐ No

Persimmony Set-Up: (check all that apply)

☐ No data - only basic info for state reporting

☐ Aggregate data

☒ Client level data reporting

☒ Narrative

☒ Performance module

☐ Financial module

☒ Financial module

☐ Monthly reporting

☒ Quarterly reporting

☐ One time payment

☒ State upload

Type of Agency: (choose only one)

☐ City Government

☐ Community Benefit Organization (501(c)3)

☒ County Government

☐ Faith Based Organization (attach policy)

☐ Federal Government Agency

☐ Higher Education

☐ Private and/or for Profit Organization

☐ School District

☐ State Government

☐ Other (please specify):

### **F5FC Office Use Only**

Commission Approved Date: 06/01/2016

Contract Manager ☒ Approved

Date: 04/19/2016

Strategies Reviewed by Program & Evaluation Director ☒ Approved

Date: 04/19/2016

Agency name: County of Fresno Department of Public Health

Program name: Nurse Family Partnership

Contract number: 201617-0954

Contract amount: \$417,977



- See Description of Services (end notes) •

<sup>1</sup> **Parent Partnership Home visit:** 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. 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. Once the child turns two years old, the family is transitioned out of the program.

<sup>2</sup> **ASQ:** Annually within 90 days of enrollment. ASQ-3 is authorized for initial use at 2 months of age.

<sup>3</sup> **ASQ: SE:** Annually within 90 days of enrollment. ASQ-SE is authorized for initial use at 6 months.

<sup>4</sup> **Other assessment- PHQ-9:** The Patient Health Questionnaire PHQ-9 will be administered at intake and 32-36 weeks antepartum, 4-6 weeks postpartum, 4 months, 12 months and as needed. In addition, the client count includes an abuse assessment screening tool (partner relationship assessment) that will be administered at intake and 32-36 weeks antepartum, 4-6 weeks postpartum, 4 months, 12 months and as needed. The total client count of 20 is a lower number of clients because the majority of clients in the program may not be antepartum/postpartum. PHQ-9 does vary on nurses' case load it may be that a nurse has more toddlers (1 to 2 year olds) and not doing as many PHQ-9s.

<sup>5</sup> **Other assessment- DANCE:** 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. DANCE will be completed by parents when their children are 2,9,16 and 22 months of age. 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.

<sup>6</sup> **Other referral:** Total client count of 45 will receive more than one referral throughout the fiscal year.

**Exhibit B  
Project Budget**

# FIRST 5 FRESNO COUNTY Budget

<b>Agency Name:</b>	County of Fresno, Department of Public Health
<b>Project Name:</b>	Nurse-Family Partnership
<b>Contract Term:</b>	07/01/16 - 06/30/18
<b>Contract Number:</b>	201617-0954

	Year 1	Year 2	Total Amount
	2016-2017	2017-2018	

## Category

### I. Personnel

A. Salaries	89,040	90,226	179,266
B. Benefits	62,417	63,248	125,665
C. Taxes	6,812	6,902	13,714
<b>Total Personnel</b>	<b>158,269</b>	<b>160,376</b>	<b>318,645</b>

### II. Operating Expenses

A. Facilities Costs	8,783	8,783	17,566
B. Operational/Supplies	2,185	2,185	4,370
C. Training/Travel	7,433	7,433	14,866
<b>Total Operating Expenses</b>	<b>18,401</b>	<b>18,401</b>	<b>36,802</b>

### III. Program Expenses

A. Materials and Supplies	3,519	3,519	7,038
<b>Total Program Expenses</b>	<b>3,519</b>	<b>3,519</b>	<b>7,038</b>

IV. Professional Services	1,000	1,000	2,000
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VI. Indirect Costs	26,591	26,901	53,492
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<b>Total Program</b>	<b>207,780</b>	<b>210,197</b>	<b>417,977</b>
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### VII. Other Funding

A. Leveraged	214,294	216,406	430,700
B. Other Funding Source:			0
C. Other Funding Source:			0
D. Other Funding Source:			0
<b>Total Other Funding</b>	<b>214,294</b>	<b>216,406</b>	<b>430,700</b>

Revised Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Date of Submission:		
Prepared by:	Aphivanh Xayavath	
Title:	Staff Analyst	



Children Families Commission of Fresno County  
Service Provider Budget

1	Agency Name:	County of Fresno, Department of Public Health		Contract Term:	07/01/16 - 06/30/18	
2	Project Name:	Nurse-Family Partnership		Contract Number:	201617-0954	
3						
4	A		B		C	
5			F5FC Requested Amounts FY 2016-2017		Leveraged	
6			Fiscal Period 1 (7/1/16-6/30/17)		Fiscal Period 1 (7/1/16-6/30/17) 10% Minimum	
7	I. Personnel				F5FC Requested Amounts FY 2017-2018	
8			Fiscal Period 2 (7/1/17-6/30/18)		Leveraged	
9			Fiscal Period 2 (7/1/17-6/30/18) 10% Minimum			
10	The "Amount" should be: Annual Salary X the FTE whenever possible		Title FTE Amount		Title FTE Amount	
11			Supervising Public Health Nurse 0.13 14,025		Supervising Public Health Nurse 0.13 14,025	
12			Public Health Nurse II 0.43 37,053		Public Health Nurse II 0.43 37,053	
13			Public Health Nurse II 0.53 37,962		Public Health Nurse II 0.53 37,962	
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Children Families Commission of Fresno County  
Service Provider Budget

54	Fresno County Department of Public Health's indirect cost rate is 14.676%, prepared following OMB's 2 CFR Part 200 guidelines and approved by County of Fresno's Auditor-Controller/Treasure-Tax Collector Department.				Fresno County Department of Public Health's indirect cost rate is 14.676%, prepared following OMB's 2 CFR Part 200 guidelines and approved by County of Fresno's Auditor-Controller/Treasure-Tax Collector Department.	
55	Total Proposed Budget		207,780	214,294	210,197	216,406

Exhibit C  
Individuals Handling Funds

ORGANIZATION/AGENCY NAME (CONTRACTOR):	County of Fresno, Department of Public Health
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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) HE/SHE HAS NEVER BEEN CONVICTED OF A FELONY;
- (2) HE/SHE HAS NOT HAD A JUDGMENT ENTERED AGAINST HIM/HER BASED UPON MISAPPROPRIATION OF FUNDS OR SIMILAR ACTION; AND,
- (3) HE/SHE IS BONDED.

Evelyn Reimer	<i>Evelyn Reimer</i>
Name	Signature
Business Manager	11/17/2016
Title	Date
Miroslava Garza	<i>Miroslava Garza</i>
Name	Signature
Supervising Account Clerk	11-17-16
Title	Date
Michael Chu	<i>Michael Chu</i>
Name	Signature
Accountant	11/17/16
Title	Date
Ernest Buddy Meadows	<i>Ernest Buddy Meadows</i>
Name	Signature
Chairman, Board of Supervisors	December 6, 2016
Title	Date

ATTEST:


BERNICE E. SEIDEL, Clerk  
Board of Supervisors


By *Bernice E. Seidel*  
Deputy

**Exhibit D**  
**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 HIS/HER SIGNATURE, BIND THE AGENCY.

ORGANIZATION/AGENCY NAME (CONTRACTOR):	County of Fresno, Department of Public Health
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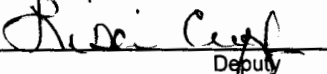
SIGNATURE OF <b>GOVERNING BODY</b> OFFICIAL:	
DATE SIGNED:	December 6, 2016
PRINTED NAME:	Ernest Buddy Mendes
TITLE:	Chairman, Board of Supervisors

SIGNATURE OF AUTHORIZED AGENCY OFFICIAL:	
DATE SIGNED:	December 6, 2017
TYPED NAME:	Ernest Buddy Mendes
TITLE:	Chairman, Board of Supervisors

**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  
Board of Supervisors

By   
Deputy

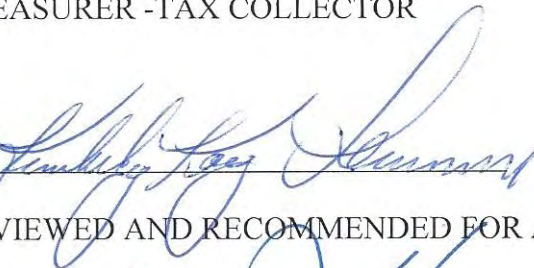
AGREEMENT BETWEEN THE COUNTY OF FRESNO AND CHILDREN AND FAMILIES  
COMMISSION OF FRESNO COUNTY

Term: July 1, 2016 – June 30, 2018

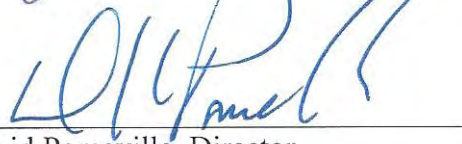
APPROVED AS TO LEGAL FORM:  
DANIEL C. CEDERBORG, COUNTY COUNSEL

By  \_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:  
OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/  
TREASURER -TAX COLLECTOR

By  \_\_\_\_\_

REVIEWED AND RECOMMENDED FOR APPROVAL:

By  \_\_\_\_\_  
David Pomaville, Director  
Department of Public Health

Fund/Subclass: 0001/10000  
Organization #: 56201719  
Revenue: 3530

ax