AGREEMENT FOR SERVICES BETWEEN
FIRST 5 TULARE COUNTY
AND THE
COUNTY OF TULARE

Nurse-Family Partnership

THIS AGREEMENT is made and entered into on July 1, 2009, by and between First 5 Tulare County, a legal public agency established in accordance with the California Children and Families Act of 1998 (hereinafter "COMMISSION"), and the County of Tulare, (hereinafter "PROVIDER"), whose principal place of business is 2800 Burrel Ave., Visalia, California. (Whenever COMMISSION and PROVIDER perform duties or obligations jointly, COMMISSION and PROVIDER will be referred to as "PARTIES.")

<u>WITNESSETH</u>:

WHEREAS

a. The voters of the State of California have enacted the California Children and Families Act of 1998 (hereinafter "The Act"), codified in Health and Safety Code Section 130100 et seq., also known as Proposition 10; and

b. The Board of Supervisors of Tulare County has established, pursuant to The Act and Tulare County Ordinance Code 3217, First 5 Tulare County; and

c. 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 from the prenatal stage through five years of age; and

d. COMMISSION has adopted a strategic plan which describes the Commission's efforts to achieve such a system, and the services of PROVIDER as set forth in this agreement are consistent with and promote the goals of the Commission as set forth in the strategic plan; and

e. COMMISSION is authorized to enter into agreements for program services pursuant to The Act and the Tulare County Ordinance Code; and

f. PROVIDER is able, qualified, and willing to perform said services for COMMISSION.

Now therefore, in consideration of the promises herein stated and intending to be legally bound hereby, the Parties hereto mutually agree as follows:

1. <u>TERM</u>

   This Agreement shall be deemed in force as of July 1, 2009, and shall remain in effect until June 30, 2012, unless sooner terminated as hereinafter provided.

2. RESPONSIBILITIES OF PROVIDER

PROVIDER shall provide, to the complete satisfaction of the COMMISSION, the services described in Attachment A, Scope of Work. PROVIDER agrees to comply with all requirements of the COMMISSION, including policies and procedures now in effect, or yet to be established, for monitoring, reporting, and evaluating PROVIDER'S performance and for payment of PROVIDER'S actual cost of providing the services herein described. PROVIDER agrees to provide any information required at the time of the execution of this Agreement or at any time during the term of this Agreement.

3. RESPONSIBILITIES OF COMMISSION

COMMISSION shall have and exercise responsibility for establishing and providing policies and procedures for monitoring, reporting, and evaluating PROVIDER'S performance and for payment of PROVIDER'S compensation.

4. COMPENSATION

a. COMMISSION will reimburse PROVIDER for all necessary and reasonable expenses in accordance with Attachment B, Program Budget, in an aggregate amount not to exceed $1,875,000.00. PROVIDER may not spend more in any category, nor transfer funding between categories without the prior written consent of Commission.

b. PROVIDER shall submit all invoices for payment within sixty (60) days of the end of each contract quarter, except as outlined below, in a form approved by COMMISSION, and said form shall contain an itemization of all costs and fees broken down quarterly also stated as a cumulative total. Provider shall send invoices to COMMISSION for review and processing. COMMISSION will make payment to PROVIDER within thirty (30) days of receipt and approval of each invoice. The invoice for the fourth quarter of the 2009-2010 fiscal year is due July 15, 2010. The invoice for the fourth quarter of the 2010-2011 fiscal year is due July 15, 2011. The final invoice for this agreement will be submitted no later than July 13, 2012.

c. All program or project costs shall be supported through appropriate documentation. Program or project costs not supported will not be paid.

d. No reimbursement shall be made for any expense that is determined by the COMMISSION in its sole discretion to be supplanting state or local general funds, or funds available to PROVIDER from another public source.

e. PROVIDER shall reimburse to COMMISSION all funds that remain unexpended at the termination of this agreement, and any funds that are determined by COMMISSION to have been expended by PROVIDER on items not reimbursable under this Agreement.

f. If, during the term of this Agreement, PROVIDER obtains funding or other income from a source other than the COMMISSION and such funding or other income is in excess of that shown as part of the Program Budget and such funding or other income relates directly to the program or activity funded pursuant to this Agreement, then PROVIDER shall so notify the COMMISSION in writing at the next quarterly request for reimbursement. COMMISSION may, at its sole discretion:

1. Reduce the amount of funding by the amount of unanticipated revenue received by PROVIDER; or

2. Upon written request and justification by PROVIDER allow the funds to be retained by PROVIDER for use or uses consistent with Proposition 10 requirements.

5. <u>REPRESENTATIONS</u>

PROVIDER makes the following representations, which are agreed to be material to and form a part of the inducement for this Agreement:

a. PROVIDER has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and

b. PROVIDER does not have any actual or potential interests adverse to COMMISSION, nor does PROVIDER represent a person or firm with an interest adverse to COMMISSION with reference to the subject of this Agreement; and

c. PROVIDER shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

6. <u>SUPPLEMENTING EXISTING SERVICE LEVELS AND SUPPLANTING OTHER FUNDING</u>

The Parties to this Agreement have read and understand the provisions of Section 30131.4 of the Revenue and Taxation Code relating to the use of the funds collected pursuant to the California Children and Families Act of 1998. PROVIDER agrees that all funds shall be 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. PROVIDER further agrees and guarantees that no funds provided by COMMISSION shall be used to supplant state or local general fund money for any purpose. Any act of omission or commission causing failure to fully comply with these requirements shall be cause for immediate termination of the Agreement.

7. <u>EVALUATION</u>

a. Services to be provided by PROVIDER shall be evaluated by COMMISSION on a continuing basis. PROVIDER understands and acknowledges that the evaluation program is not yet fully developed and agrees to cooperate fully in the continuing development of the evaluation program and methodology. The continued funding of the services to be provided is expressly understood and agreed to be dependent upon the success of the program. PROVIDER and COMMISSION will use the methodology stated in Attachment C, Evaluation Plan, to make judgments regarding success. PROVIDER understands and agrees that any determination regarding the success of the program for purposes of the continuation of funding of the program is solely the responsibility and prerogative of the COMMISSION.

b. COMMISSION shall notify PROVIDER of deficiencies in writing. Said written notification shall provide a detailed description of the deficiency and a procedure to respond or contest the deficiency. PROVIDER shall have ten (10) working days from receipt of the deficiency statement to respond in writing to the COMMISSION. COMMISSION or COMMISSION'S designee shall have sole discretion in determining whether PROVIDERS response sufficiently explains any deficiency. COMMISSION may accept PROVIDERS explanation in full, in part, and/or direct PROVIDER to take corrective action. COMMISSION shall notify PROVIDER in writing of COMMISSION'S final decision. Responses by PROVIDER shall be in accordance with Section 15. Notices. Nothing in this section shall limit or preclude COMMISSION'S right to terminate the contract as provided for in Section 8 Termination. Nothing in this Agreement prevents PROVIDER from seeking judicial review of such a final administrative decision.

8. TERMINATION

PARTIES may at their election, at any time and without cause, terminate this Agreement by written notice. Said termination shall be deemed effective ten (10) days after personal delivery, or fifteen (15) days after mailing by regular U.S. mail, postage prepaid. In addition, either PARTY may immediately terminate this Agreement should the other PARTY fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the PARTY initiating the termination. In the event this Agreement is terminated by either PARTY, PROVIDER shall submit to COMMISSION all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of termination. Should either PARTY terminate this Agreement as provided herein, COMMISSION shall pay PROVIDER for all satisfactory services rendered by PROVIDER prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 4 herein.

9. NON-APPROPRIATION

COMMISSION reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, COMMISSION will be released from any further financial obligation to PROVIDER, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. PROVIDER will be given thirty (30) days written notice in the event that COMMISSION requires such an action.

10. ASSIGNMENT

PROVIDER shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. PROVIDER shall not assign any monies due or which become due to PROVIDER under this Agreement without the prior written approval of COMMISSION.

11. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, PROVIDER shall be, and acknowledges that PROVIDER is in fact and law, an independent PROVIDER and not an agent or employee of COMMISSION. PROVIDER has and retains the right to exercise full supervision and control over the manner and methods of providing services to

COMMISSION under this Agreement. PROVIDER retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting PROVIDER in the provision of services under this Agreement. With respect to PROVIDER'S employees, if any, PROVIDER shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state, or local, and compliance with any and all other laws regulating employment.

12. INDEMNIFICATION

a. COMMISSION shall hold harmless, defend, and indemnify PROVIDER, its agents, officers, and employees from and against any liability, claims, actions, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property, including PROVIDER property, arising from, or in connection with, the performance by COMMISSION or its agents, officers, and employees under this Agreement. This indemnification specifically includes any claims that may be made against PROVIDER by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against PROVIDER alleging civil rights violations by COMMISSION under Government Code §12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on PROVIDER for COMMISSION'S failure to provide form DE-542, when applicable.

b. PROVIDER shall hold harmless, defend, and indemnify COMMISSION, its agents, officers, and employees from and against any liability, claims, actions, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property, including COMMISSION property, arising from, or in connection with, the performance by PROVIDER or its agents, officers, and employees under this Agreement. This indemnification specifically includes any claims that may be made against COMMISSION by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COMMISSION alleging civil rights violations by PROVIDER under Government Code §12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on PROVIDER for COMMISSION'S failure to provide form DE-542, when applicable.

c. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

13. INSURANCE

PROVIDER, in order to protect COMMISSION and its members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of PROVIDER'S actions in connection with the performance of PROVIDER'S obligations, as required in this Agreement, shall secure and maintain insurance as described below. PROVIDER shall not perform any work under this Agreement until PROVIDER has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by COMMISSION. PROVIDER shall pay any deductibles and self-insured retentions under all required insurance policies.

a. Workers' Compensation Insurance Requirement PROVIDER shall submit written proof that PROVIDER is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. In signing this Agreement, PROVIDER makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

PROVIDER shall require any sub-contractors to provide workers' compensation for all of the sub-contractor's employees, unless the sub-contractor's employees are covered by the insurance afforded by PROVIDER. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code Section 3700, PROVIDER shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

b. Liability Insurance Requirements

1) PROVIDER shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

a) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of PROVIDER'S performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of Five Hundred Thousand dollars ($500,000) each occurrence and One Million dollars ($1,000,000) aggregate.

b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of Five Hundred Thousand dollars ($500,000) each occurrence and One Million dollars ($1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

2) The Commercial General Liability Insurance required in this subparagraph a. shall include an endorsement naming First 5 Tulare County, Commission members, officials, officers, agents, and employees as additional insured for liability arising out of this Agreement and any operations related thereto.

3) If any of the insurance coverage required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than three (3) years following the termination of this Agreement or completion of PROVIDER'S work specified in this Agreement, whichever is later.

4) Prior to PROVIDER commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to COMMISSION by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

c. <u>Cancellation of Insurance</u> The above-stated insurance coverage required to be maintained by PROVIDER shall be maintained until the completion of all of PROVIDER'S obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to COMMISSION. PROVIDER shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. <u>Company Rating</u> All insurance shall 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 COMMISSION.

e. <u>Self-Insurance</u> If PROVIDER is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, PROVIDER shall provide coverage equivalent to the insurance coverage and endorsements required above. COMMISSION will not accept such coverage unless COMMISSION determines, in its sole discretion and by written acceptance that the coverage proposed to be provided is equivalent to the above-required coverage.

f. <u>Primary Insurance</u> All insurance afforded by PROVIDER pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by COMMISSION.

g. <u>Relief from Liability</u> Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PROVIDER for 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 shall it preclude COMMISSION from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. <u>Failure to Maintain Insurance</u> Failure by PROVIDER to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by PROVIDER. COMMISSION, at its sole option, may terminate this Agreement and obtain damages from PROVIDER resulting from said breach. Alternatively, COMMISSION may purchase such required insurance coverage, and without further notice to PROVIDER, COMMISSION shall deduct from sums due to PROVIDER any premiums and associated costs advanced or paid by COMMISSION for such insurance. If the balance of monies obligated to PROVIDER pursuant to this Agreement is insufficient to reimburse COMMISSION for the premiums and any associated costs, PROVIDER agrees to reimburse COMMISSION for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COMMISSION to take this alternative action shall not relieve PROVIDER of its obligation to obtain and maintain the insurance coverage required by this Agreement.

14. NOTICES

Notices to be given by one Party to the other shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to COMMISSION shall be addressed as follows:

Janet Hogan, Executive Director
First 5 Tulare County
3435 S. Demaree St., Ste. A.
Visalia, CA 93277

Notice to PROVIDER shall be addressed as follows:

Cathy Volpa, Division Manager, MCAH
5957 S. Mooney Blvd.
Visalia, CA 93277

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

15. SPONSORSHIP AND FUNDING ATTRIBUTION

PROVIDER shall provide public recognition for the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach regarding the program. Materials shall include, but not be limited to brochures, flyers, television, radio, print ads, public service announcements, presentations, telephone hold messages, and outdoor ads. In order to assist in the public recognition of the COMMISSION and Proposition 10 funding PROVIDER agrees to the following:

a. Generally, to follow policies and procedures related to public education and outreach as provided by the COMMISSION.

b. All materials will include the language "Sponsored by FIRST 5 Tulare County. Funded by Proposition 10."

c. Where appropriate, PROVIDER will use the COMMISSION logo in public education and outreach materials. All questions regarding the appropriateness of use will be directed to the COMMISSION.

d. Where appropriate, PROVIDER will allow placement of a commemorative plaque recognizing the COMMISSION and Proposition 10 for making the program possible.

The cost for any materials not meeting the above provisions shall not be reimbursed under this agreement.

16. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items (including but not limited to research, scientific, statistical and/or marketing material or data) generated, gathered, or otherwise produced in the course of providing services to COMMISSION under this Agreement are and shall remain the property of COMMISSION, and shall be returned to COMMISSION upon full completion of all services by PROVIDER or termination of this Agreement, whichever first occurs. Additionally, no report, document or other items (including but not limited to research, scientific, statistical and/or marketing material or data) generated, gathered, or otherwise produced in the course of providing services to COMMISSION may be released, transferred, or published in any fashion whatsoever without the written consent of COMMISSION.

17 CONFLICT OF INTEREST

The Parties to this Agreement have read and understand the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. PROVIDER agrees that they are unaware of any financial or economic interest of any public officer or employee of COMMISSION relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COMMISSION may immediately terminate this Agreement by giving written notice thereof. PROVIDER shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

18 SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

19. AUTHORITY TO BIND COMMISSION

It is understood that PROVIDER, in PROVIDER'S performance of any and all duties under this Agreement, has no authority to bind COMMISSION to any agreements or undertakings.

20. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

21. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of

COMMISSION. Forbearance or indulgence by COMMISSION in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by PROVIDER. COMMISSION shall be entitled to invoke any remedy available to COMMISSION under this Agreement or by law or in equity despite said forbearance or indulgence.

22. CHOICE OF LAW AND VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Tulare. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Tulare.

23. CONFIDENTIALITY

PROVIDER agrees that it will comply with the First 5 Tulare County Confidentiality Data Sharing Protocol, which is incorporated herein by reference and shall be a material part of this Agreement.

24. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to COMMISSION is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

25. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

26. COMPLIANCE WITH LAW

PROVIDER shall observe and comply with all applicable county, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by this reference as if set forth in full.

27. NOTIFICATION OF CRIMINAL CONVICTION

PROVIDER will immediately notify COMMISSION, in writing, upon the conviction of any official, officer, employee, volunteer, or other authorized representative of PROVIDER, whose duties will be directly connected to the proposed program or activity, for any sex crime, drug crime, or crime of violence as described in Penal Code Section 11105.3 (h), or any other crime against a minor child or any felony theft, fraud, or embezzlement crime, during the term of this Agreement.

28. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

29. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

30. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. NONDISCRIMINATION

Neither PROVIDER, nor any officer, agent, employee, servant, or sub-contractor of PROVIDER shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or sexual preference, either directly, indirectly, or through contractual or other arrangements.

32. AUDITS, INSPECTION, AND RETENTION OF RECORDS

a. PROVIDER agrees to maintain and make available to COMMISSION accurate books and records relative to all its activities under this Agreement. PROVIDER shall permit COMMISSION to audit, examine, and make excerpts and transcripts from such records, and to conduct audits, reviews, or examinations of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. PROVIDER shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon COMMISSION herein.

b. PROVIDER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully. PROVIDER'S records shall describe and support the use of funds for the agreed upon program.

c. The method used by PROVIDER to determine costs must conform to Generally Accepted Accounting Principles (G.A.A.P.).

d. If PROVIDER is required to have an audit performed under the Single Audit Act and OMB Circular A-133, then the COMMISSION will require that a Program Specific audit be completed with respect to the funds provided by the COMMISSION.

e. All PROVIDERS whose COMMISSION awards are $250,000.00 or more shall have an organization-wide Financial and Program Compliance audit prepared by an independent auditor under Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards, whichever is appropriate to the organization. All PROVIDERS having an audit, including those performed for PROVIDERS that were not required by the COMMISSION, shall provide copies of the audit and accompanying management letter to the COMMISSION within thirty days of receipt by the PROVIDER.

33. NON-COLLUSION COVENANT

PROVIDER represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COMMISSION. PROVIDER has not received from COMMISSION incentive or special payments, nor considerations not related to the provision of services under this Agreement.

34. SIGNATURE AUTHORITY

Each Party represents that they have 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.

35. CONCURRENT REMEDY

No right or remedy herein conferred on or reserved to COMMISSION is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

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36. <u>EXECUTION</u>

This Agreement is effective upon the date indicated herein above. It is the product of negotiation and all Parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

"COMMISSION"

Janet Hogan

Janet Hogan, Executive Director

6/29/09

Date

"PROVIDER"

Phillip A. Cox, Chairman
Tulare County Board of Supervisors

Date

APPROVED AS TO FORM:
COUNTY COUNSEL
BY 8/6/09
DEPUTY 20091054

Provider: County of Tulare HHSA
Program: Nurse-Family Partnership
Contract Year: 2009-2012

SCOPE OF WORK

TASKS	RESOURCES WHO?	PRODUCT / RESULT WHAT?
7/1/09-6/30/10: Nurse home visitors and nursing supervisor will attend training at Nurse Family Partnership Program National Service Office.	.15 FTE MCH Div. Mgr. (administrative) .75FTE Lead PHNII (supervisory) .75 FTE- 4 PHN II	Tulare County NFP Program will be implemented by 3/30/2010.
Nurse home visitors will enroll and assess 100 clients to be case managed	.5 FTE MCH Div. Mgr. (administrative) .25 FTE Lead PHNII (supervisory) .25 FTE- 4 PHN II 1.0 FTE-CHT 1.0 FTE-OAIV	Nurse home visitors will achieve maximum caseload of 100 first-time mothers, 25 per nurse home visitor by 6/30/2010.
7/1/10-6/30/12: Nurse home visitors will provide comprehensive case management services using the Nurse Family Partnership model.	.10 FTE MCH Div. Mgr. (administrative) .8 FTE Lead PHNII (supervisory) .8 FTE- 4 PHN II .4 FTE-CHT	100 first-time mothers will receive case management services for the first two years of their child's life (weekly, once every two weeks, monthly).
Nurse home visitors will complete a comprehensive prenatal assessment.	.05 FTE MCH Div. Mgr. (administrative) .1 FTE Lead PHNII (supervisory) .1 FTE-4 PHN II .3 FTE-CHT .5 FTE-OAIV	100 first-time mothers will receive comprehensive prenatal and Nursing Child Assessment Teaching Scale assessments in order to promote prenatal health care.

Provider: County of Tulare HHSA
Program: Nurse-Family Partnership
Contract Year: 2009-2012

SCOPE OF WORK

TASKS	RESOURCES WHO?	PRODUCT / RESULT WHAT?
Nurse home visitors will complete the Nursing Child Assessment Teaching Scale (NCATS) developmental tool for each child.	.05 FTE MCH Div. Mgr. (administrative) .1 FTE Lead PHNII (supervisory) .1 FTE-4 PHN II .3 FTE-CHT .5 FTE-OAIV	100 infants/toddlers will receive (NCATS) screenings at required intervals during their participation in the NFP Program. Per NFP protocol, each infant/toddler will be screened in order to promote attachment, language skills, behavioral regulation, emotional, physical, and cognitive development.

FIRST 5 TULARE COUNTY

Budget

Attachment B

Provider Name: County of Tulare HHSA	**Program Name:** Nurse-Family Partnership
	7/1/09-6/30/12

Budget Categories/Lines	First 5 Funding	Matching Funds	Total Project Funding
1	2	3	4
Personnel (list each position)			
MCAH Division Manager	54,170	11,489	65,659
Lead Public Health Nurse	208,447	44,214	252,661
Public Health Nurse II	164,115	79,065	243,180
Public Health Nurse II	164,115	79,065	243,180
Public Health Nurse II	164,115	79,065	243,180
Public Health Nurse II	164,115	79,065	243,180
Community Health Tech	73,646	8,182	81,828
Office Assistant IV	92,939	10,326	103,265
Benefits	412,552	148,388	560,940
Sub-Total Personnel and Benefits	$1,498,214	$538,859	$2,03[illegible]
Administrative Expense			
Equipment	0	0	0
Office Supplies and Materials	4,945	0	4,945
Postage and Mailing	2,164	0	2,164
Rent	0	0	0
Subscriptions and Dues	0	0	0
Telephone and Communication	8,102	0	8,102
Utilities	0	0	0
Others (list all)	0	0	0
Printing/Copying	12,364	0	12,364
Computers-NFP Networking Fees	8,855	0	8,855
		0	0
Sub-Total Administrative Expense	$36,430	$0	[illegible]
Program Expense			
Consultants	0	0	0
Program Materials and Supplies	22,244	0	22,244
Subcontractors	0	0	0
Training/Conference	14,685	0	14,685
Travel/Mileage	89,132	0	89,132
Others (list all)	0	0	0
NCAST Materials	2,404	0	2,404
PIPE Materials	900	0	900
NFP Services One Time Setup Costs	35,484	0	35,484
NFP Technical Assistance	25,685	0	25,685
Sub-Total Program Expense	$190,534	$0	$190,[illegible]
Capital Expense (list all)			
			0
			0
			0
Sub-Total Capital Expense	$0	$0	[illegible]
Indirect Expense	149,822	41,717	191,539
Total	$1,875,000	$580,576	[illegible]

FIRST 5
TULARE COUNTY

Budget Narrative
Nurse-Family Partnership Program (NFP)
2009-2012

I. **Personnel:**

1. **MCAH Division Manager** — The MCAH Division Manager will fill the role of the required NFP Administrator.

Year 1: $87,630 x .20 FTE = $17,526
Year 2: $90,255 x .20 FTE = $18,051
Year 3: $92,965 x .20 FTE = $18,593 $54,170

2. **Lead Public Health Nurse** – The Lead Public Health Nurse will provide overall coordination of the project.

Year 1: $67,440 x 1.00 FTE = $67,440
Year 2: $69,462 x 1.00 FTE = $69,462
Year 3: $71,545 x 1.00 FTE = $71,545 $208,447

3. **Public Health Nurse II** – Nurse Home Visitors - The Public Health Nurse IIs will provide nursing home visitation from each client's first trimester and continues through the child's second birthday.

Year 1: $53,129 x 4.00 FTE = $212,516
Year 2: $54,722 x 4.00 FTE = $218,888
Year 3: $56,264 x 4.00 FTE = $225,056 $656,460

4. **Community Health Technician** - Provides interpretation services between nurse home visitors and clients. In addition, the Community Health Technician will conduct outreach activities for the Nurse-Family Partnership.

Year 1: $23,827 x 1.00 FTE = $23,827
Year 2: $24,541 x 1.00 FTE = $24,541
Year 3: $25,278 x 1.00 FTE = $25,278 $73,646

5. **Office Assistant IV** –Enters all Nurse-Family Partnership data and provides general clerical support to the team.

Year 1: $30,068 x 1.00 FTE = $30,068
Year 2: $30,970 x 1.00 FTE = $30,970
Year 3: $31,901 x 1.00 FTE = $31,901 $92,939

Total Salaries = $1,085,662

Benefits

Payroll taxes (Soc Sec, Medicare, SDI, UI, and Workers Comp)
13% x $1,085,662 = $141,136
Health, dental, vision, life, retirement
25% x $1,085,662 = $271,416

Benefits @ 38% of salaries = $1,085,662 x 38% = $412,552

TOTAL PERSONNEL = $1,498,214

II. Administrative Expense

Office Supplies and Materials – Essential supplies such as materials for organizing and storing client files, as well as file folders, paper, pens, etc.

Year 1: $1,600
Year 2: $1,648
Year 3: $1,697 $4,945

Postage and Mailing – Mailings used to remind clients about visits and to follow up with clients who missed visits. Nurses may also send additional program materials or information about needed resources between visits

Year 1: $700
Year 2: $721
Year 3: $743 $2,164

Telephone and Communication – Cell phones for Nurse Home Visitors and Supervisor.

Year 1: $2,875
Year 2: $2,575
Year 3: $2,652 $8,102

Others (list all) –

Printing/Copying – Costs of program brochures and of copying program materials and handouts (such as PIPE, program facilitators).

Year 1: $4,000
Year 2: $4,120
Year 3: $4,244 $12,364

Computers with Software and Network Fees – 6 computers with software; computer network fees of $50 per month multiplied by 12 months are also included on this line.

Year 1: $7,600 (Purchase Computers & Network Fees)
Year 2: $618 (Network Fees)
Year 3: $637 (Network Fees) $8,855

TOTAL ADMINISTRATIVE EXPENSE = $36,430

III. Program Expense

Program Materials and Supplies:

Medical and program Supplies; equipment for each office; core Nurse-Family Partnership education materials

Year 1: $7,007

Year 2: $7,510
Year 3: $7,727 $22,244

Training/Conference

Continuing education units to maintain nurse licensure	$7,727
NFP on-going nurse education in years two and three	$3,008
NCAST Training costs $790 x 5 nurses =	$3,950

Year 1: $6,450
Year 2: $4,057
Year 3: $4,178 $14,685

Travel/Mileage

Program Mileage – 123,636 miles @ .55 per mile $68,000

Travel from Implementing Agency to Nurse-Family Partnership Education Sessions: 2 sessions @ $9,600 per session = $19,200

Total for ten days of NCAST training $1,932

Year 1: $43,132
Year 2: $22,660
Year 3: $23,340 $89,132

Others

NCAST Materials

Year 1: $2,404
Year 2: $0
Year 3: $0 $2,404

PIPE Materials

Year 1: $900
Year 2: $0
Year 3: $0 $900

NFP Services One Time Setup Costs

Year 1: $35,484
Year 2: $0
Year 3: $0 $35,484

NFP Technical Assistance

Year 1: $8,310
Year 2: $8,559
Year 3: $8,816 $25,685

TOTAL PROGRAM EXPENSE = $190,534

IV. **Capital Expenditures:** N/A

V. **Indirect Expense**

Indirect charges are governed by OMB Circular A-87. Agency Overhead is distributed based on program, using a percentage basis of FTEs for the Agency. The total amount of the distribution is for costs incurred by Human Resources, Information Technology, Program Development, Marketing/Training, and Agency Administration/Fiscal. Indirect costs for First 5 are calculated at 10% of salaries and benefits.

Program match on Indirect is determined by using the Federal Financial Participation (FFP) principle. The Indirect expenses are unmatched or non-enhanced. Unmatched is reimbursed 100% by First 5 dollars. Non-enhanced is reimbursed fifty percent First 5 dollars and fifty percent Federal Title XIX dollars. The percentage unmatched and non-enhanced is determined by using the federal financial participation time study.

First 5 Indirect	$149,822
MCAH Match Indirect	$41,717

TOTAL PROJECT EXPENSE = $1,875,000

Program Match:

Program match on Personnel is determined by using the Federal Financial Participation (FFP) principle. The salaries are unmatched, non-enhanced, or enhanced. Unmatched is reimbursed 100% by First 5 dollars. Non-enhanced is reimbursed fifty percent First 5 dollars and fifty percent Federal Title XIX dollars. Enhanced is reimbursed at twenty five percent First 5 dollars and seventy five percent Federal Title XIX dollars. The percentage unmatched, non-enhanced, and enhanced is determined by using the federal financial participation time study.

Salaries	
Year 1: $126,325	
Year 2: $130,123	
Year 3: $134,023	$390,471
Benefits	
Year 1: $48,007	
Year 2: $49,450	
Year 3: $50,931	$148,388
First 5 Salaries	$1,085,662
MCAH Matched Salaries	$390,471
Total Salaries	$1,476,133
First 5 Benefits	$412,552
MCAH Matched Benefits	$148,388
Total Benefits	$560,940

Provider: County of Tulare HHSA
Program: Family-Nurse Partnership Program
Contract Year: 2009-2012

EVALUATION PLAN

First 5 Tulare County Strategic Plan			Program Evaluation			
			Performance Indicators			
Primary Result	Objective	Indicator	Outcome Measure	Process Measure	Data Collection Methods and Tools	Frequency of Data Collection
Children will be mentally and physically healthy	Children are born healthy	Increase the percentage of women with early entry into prenatal care.	85% of first time mothers enrolled in the NFP Program will increase their knowledge of the importance of prenatal care	100 first time mothers enrolled in the NFP Program	Pre, mid and post tests-Nurse Family Partnership Assessment Tool	Upon entry into the NFP Program, midway through the program (1 year), and upon exit of the program
		Increase the quality of prenatal care to insure it is culturally appropriate and includes parent education, nutrition and breast feeding education, and screening for tobacco, drug, and alcohol abuse.	85% of first time mothers enrolled in the NFP Program will show a decrease in subsequent pregnancies and longer intervals between births of first and second children	100 first time mothers will receive 2 years of case management services (prenatal-post delivery)	Review of case management files	Yearly review
	Children are physically healthy and well nourished	Increase the percentage of children with access to preventive, primary, and specialty health care including dental services.	95% of children competing program will be current on all well-baby check-ups and vaccinations at program exit	100 first time mothers participate in the NFP Program	Review of case management files	Upon exit of the program

Provider: County of Tulare HHSA
Program: Family-Nurse Partnership Program
Contract Year: 2009-2012

EVALUATION PLAN

First 5 Tulare County Strategic Plan			Program Evaluation			
			Performance Indicators			
Primary Result	Objective	Indicator	Outcome Measure	Process Measure	Data Collection Methods and Tools	Frequency of Data Collection
		Increase the percentage of children with access to early screening, identification, and services for developmental delay and mental health issues, substance abuse, violence, and neglect.	95% of children enrolled in the NFP Program will not experience a preventable illness	100 children enrolled in the NFP Program	Review of case management files	Yearly review
		Increase the percentage of children living in safe and healthy environments	98% of children enrolled in the NFP will not experience a preventable childhood injury	100 children enrolled in the NFP Program	Review of case management files	Yearly review