

PERSONAL SERVICES CONTRACT
 Health and Human Services Agency
 County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and **FIRST 5 NEVADA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION** (herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(S1) **Provision of services related to Project LAUNCH (Linking and Addressing the Unmet Needs for Children's Health) throughout Nevada County.**

SUMMARY OF MATERIAL TERMS

(S2) **Maximum Contract Price:** \$ 318,013
 (S3) **Contract Beginning Date:** 03/28/2017 **Contract Termination Date:** 06/30/2019
 (S4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(S6) Commercial General Liability	(\$1,000,000)	<u>X</u>	___
(S7) Automobile Liability		<u>X</u>	___
(\$ 300,000) Personal Auto _____	(\$1,000,000) Business Rated <u>X</u>		
(\$1,000,000) Commercial Policy _____			
(S8) Workers' Compensation		<u>X</u>	___
(S9) Errors and Omissions	(\$1,000,000)	<u>X</u>	___

LICENSES

Designate all required licenses:

(S14) All licenses as may be required to perform professional services contemplated under this contract.

NOTICE & IDENTIFICATION

(S33) Contractor: First 5 Nevada County Children and Families First Commission 112 Nevada City Highway Nevada City, California 95959 Contact Person: Lindsay Dunckel Phone: (530) 274-5361 E-mail: Lindsay@first5nevco.org Funding: 1589-40114-492-3435/521525	County of Nevada: 950 Maidu Avenue Nevada City, California 95959 Contact Person: Cynthia Wilson, RN, PHN Phone: (530) 265-7269 E-mail: Cynthia.Wilson@co.nevada.ca.us CFDA No.: <u>93.243</u> CFDA Agreement No.: <u>16-10698</u>
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Contractor is a: (check all that apply)

Corporation:	___ Calif.	<u>X</u> Other	___ LLC	___ Non-profit
Partnership:	___ Calif.	___ Other	___ LLP	___ Limited
Person:	___ Indiv.	___ Dba	___ Ass'n	___ Other
EED: Independent Contractor Worksheet Required:			___ Yes	___ No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	___
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	___
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	___	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u>X</u>	___
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u>X</u>	___

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Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then

Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any

other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non-Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

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a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notices" §32 of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including

EXHIBIT "A"
SCHEDULE OF SERVICES
FIRST 5 NEVADA COUNTY
CHILDREN AND FAMILIES FIRST COMMISSION

First 5 Nevada County Children and Families First Commission, hereinafter referred to as "Contractor", shall provide services related to California Project LAUNCH (Linking and Addressing the Unmet Needs for Children's Health) for the Nevada County Public Health Department, hereinafter referred to as "County".

Service Overview

California Project LAUNCH is a program funded by the Substance Abuse and Mental Health Services Agency (SAMHSA) that replicates specific successful early childhood strategies resulting in improved mental health, reduced substance use, increased parenting skills, and improved maternal and child health. Under this Agreement, Contractor shall replicate the strategies of mental health consultation into home visiting programs, Parent Cafes, and systems integration by participating in technical assistance and training provided by the lead local health jurisdiction, Alameda County Public Health and its contractors.

Contractor Responsibilities

First 5 Nevada County (F5NC) shall be the subcontractor implementing the Project LAUNCH Program and the Parent Cafes and shall be the primary provider of these services. Parent Cafes are a series of structured small group conversations that bring parents together to discuss issues important to them. The goal is to engage parents in building protective factors needed to prevent maltreatment and promote healthy outcomes for their children.

This agreement provides further support for the population currently served by the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program. The program will help improve outcomes for families who reside in at-risk communities through evidence-based home visiting programs.

Contractor agrees to provide the services presented in this exhibit; the purpose of which is to provide parameters for implementing the Project LAUNCH replication grant to achieve positive outcomes for children and families in the County of Nevada.

Service Location

Contractor shall provide services throughout Nevada County (both Eastern and Western County Region).

Service Hours

The services shall be provided during mutually acceptable times, taking into consideration participant needs.

Project Representatives

The project representatives during the term of this agreement will be:

<p>First 5 Nevada County</p> <p>Lindsay Dunckel, PhD Telephone: (530)274-5361 Email: Lindsay@first5nevco.org</p>	<p>Nevada County Public Health Department</p> <p>Cynthia Wilson, MS, RN, PHN, IBCLC Telephone: (530) 265-7269 Fax: (530) 271-0894 Email: Cynthia.wilson@co.nevada.ca.us</p>
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Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Reporting Requirements

All activities shall take place from receipt of funding beginning March 28, 2017 through June 30, 2017 for fiscal year 2016/17 and from July 1, 2017 through June 30, 2019 for fiscal years 2017/2018 and 2018/2019, contingent on availability of funds and spending authority.

Contractor shall provide the following deliverables related to Project LAUNCH:

OBJECTIVES:

1. Create guidelines for establishing cross- agency participation in technical assistance and activity implementation.

PERFORMANCE MEASURE / DELIVERABLES:

- a) Meet with project director at least three times a year
- b) Monitor provision of Technical Assistant (TA) as needed through emails, phone calls and meeting requests.
- c) Annual progress reports on staffing and activity details:

<u>Reporting:</u>	<u>Time Period:</u>	<u>Due Date:</u>
1 st Report:	03/28/2017 – 06/30/2017	July 10, 2017
2 nd Report:	07/01/2017 – 06/30/2018	July 10, 2018
3 rd Report:	07/01/2018 – 06/30/2019	July 10, 2019

2. Establish support activities to assist in implementation of mental health consultation into home visiting programs.

PERFORMANCE MEASURE / DELIVERABLES:

- a) Assessment compiled and reviewed to determine needs around mental health consultation by April 30, 2017.
- b) Create and submit plan to replicate mental health consultation into home visiting programs by June 30, 2017.

- c) Mental health consultation appointments scheduled with home visitors.
- d) Document the number of home visitors consulting with the Mental Health Specialist (MHS), the mental health needs being addressed and the number of clients referred to the MHS.

3. Oversee and assist in the development and implementation of the Parent Cafe model.

PERFORMANCE MEASURE / DELIVERABLES:

- a) Complete needs assessment to determine needs around Parent Cafes by April 30, 2017.
- b) Develop and submit a plan on initiation and provision for Parent Cafes by June 30, 2017.
- c) Submit attendance report for Parent Cafes. Provide survey to families attending Parent Cafes with questions on if an increase in parenting knowledge is achieved through participation.

4. Complete and report all data, surveys and interviews.

PERFORMANCE MEASURE / DELIVERABLES:

- a) Provide quarterly reports for progress on mental health consultation and Parent Cafe strategies.
- b) Submit all SAMHSA required surveys and interviews regarding Project LAUNCH, including client level data, Parent Cafe attendance information, home visitors trained and home visiting clients served.

Additional Contractor Responsibilities:

- 1. Comply and cooperate with County for any data or statistical information related to services that are required to meet reporting requirements.
- 2. In order for the Nevada County Public Health Program Manager overseeing the program to comply with and complete reporting requirements, the Contractor shall be responsible for providing the data, as well as input for the narrative reports.

County Responsibilities:

The Nevada County Public Health Program Manager, using the data provided by Contractor, shall be responsible for completing and submitting the required reports to the California Home Visiting Program (CHVP).

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
FIRST 5 NEVADA COUNTY
CHILDREN AND FAMILIES FIRST COMMISSION

County shall pay to Contractor a maximum not to exceed \$318,013 for satisfactory performance of services in accordance with Exhibit "A" for entire contract term of March 28, 2017 through June 30, 2019. The contract amount shall not exceed \$75,563 for March 28, 2017 – June 30, 2017; \$120,977 for FY 2017/18; and \$121,473 for FY 2018/19. Contract payment is based on reimbursement for actual costs incurred for carrying out the terms of this Contract. Contractor agrees to be responsible for the validity of all invoices. The maximum is based on the budget in Attachment "A".

Travel/ mileage reimbursement shall not exceed the current reimbursement rate determined by the California Department of Human Resources.

Contractor agrees to maintain and preserve, until three years after termination of CDPH Agreement Number 16-10698 and final payment from CDPH to the County, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

CONTINGENCY:

The Contract maximum is contingent and dependent on County's receipt of anticipated Project LAUNCH program funding; and subject to County Board of Supervisors approval of the Public Health Department's budget expenditure for this contract.

BILLING AND PAYMENT:

Contractor shall submit to the Public Health Accounting Department an invoice for services rendered during the prior month itemizing dates, number of hours and services provided, including identification of deliverables and specific tasks completed during the prior month. To expedite payment, Contractor shall reference on invoices the Resolution Number assigned to their approved Contract.

Invoice shall be mailed or delivered to:

Nevada County Public Health Department
Attn: Fiscal Unit
500 Crown Point Circle, Suite 110
Grass Valley, CA 95945

Contractor shall be paid by County within thirty (30) days of receipt of a complete, approved invoice.

Attachment "A"

First 5 Nevada County - Project LAUNCH		2016-17	2017-18	2018-19	Overall Totals
Systems Integration					
Supplies		\$ 800	\$ 800	\$ 800	\$ 2,400
TOTAL for Systems Integration		\$ 800	\$ 800	\$ 800	\$ 2,400
Parent Cafes					
Western County					
Program Supplies		\$ 1,350	\$ 2,700	\$ 2,700	\$ 6,750
Transportation		\$ 5,400	\$ 10,800	\$ 10,800	\$ 27,000
Incentives		\$ 1,050	\$ 3,000	\$ 3,000	\$ 7,050
Staffing (First 5 - see below)		\$ -	\$ -	\$ -	
Parent Leader Incentives		\$ 900	\$ 1,800	\$ 1,800	\$ 4,500
Child Care		\$ 1,080	\$ 2,160	\$ 2,160	\$ 5,400
TOTAL for Parent Cafes		\$ 9,780	\$ 20,460	\$ 20,460	\$ 50,700
Mental Health Consultation					
Training		\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000
TOTAL for MH Consultation		\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000
Admin of Grant					
Staffing					
% of ED for staffing - 10% 1st year, 12% in years 2-3		\$ 8,709	\$ 15,933	\$ 16,279	\$ 40,921
10% Administration		\$ 3,255	\$ 5,010	\$ 5,160	\$ 13,425
Travel					
Travel for required meetings and trainings		\$ 864	\$ 864	\$ 864	\$ 2,592
2 annual trips to Alameda					
TOTAL for Admin		\$ 12,828	\$ 21,807	\$ 22,303	\$ 56,938
TOTAL for First 5 Direct		\$ 26,408	\$ 46,067	\$ 46,563	\$ 119,038
Sub Contracts (thru F5)					
Mental Health Consultation					
Contract - Western		\$ 21,300	\$ 29,100	\$ 29,100	\$ 79,500
Contract - Eastern		\$ 16,800	\$ 22,800	\$ 22,800	\$ 62,400
TOTAL		\$ 38,100	\$ 51,900	\$ 51,900	\$ 141,900
Parent Cafes					
Eastern County					
Program Supplies		\$ 1,350	\$ 2,700	\$ 2,700	\$ 6,750
Transportation		\$ 5,400	\$ 10,800	\$ 10,800	\$ 27,000
Incentives		\$ 1,050	\$ 3,000	\$ 3,000	\$ 7,050
Staffing		\$ 1,275	\$ 2,550	\$ 2,550	\$ 6,375
Parent Leader Incentives		\$ 900	\$ 1,800	\$ 1,800	\$ 4,500
Child Care		\$ 1,080	\$ 2,160	\$ 2,160	\$ 5,400
TOTAL		\$ 11,055	\$ 23,010	\$ 23,010	\$ 57,075
TOTAL for Sub Contracts		\$ 49,155	\$ 74,910	\$ 74,910	\$ 198,975
TOTAL Sub Contracted to First 5		\$ 75,563	\$ 120,977	\$ 121,473	\$ 318,013

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EXHIBIT "D"

**SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS**

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a "health care provider" and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.

6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.

EXHIBIT "E"
(for use with HHS PSK for CFDA-funded Subrecipients)

Subrecipient Compliance with OMB Uniform Guidance (12/26/13)

1. This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations are available at the Nevada County Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
2. Subrecipient hereby certifies to the best of its knowledge that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five (5%) percent owners are excluded or debarred from participating in or being paid for participation in any Federal program. Subrecipient shall be required to certify its disbarment status annually, prior to receiving funds each fiscal year.
3. Subrecipient agrees to comply with all requirements imposed on the pass-through entity pursuant to the Uniform Guidance, including but not limited to 2 CFR Sections 200.100 to 200.113 and Section 200.331. The CFDA Funding Agreement requires that all Subrecipients and their subcontractors be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the CFDA Funding Agreement through which this Agreement is funded. A full copy of the CFDA Funding Agreement for this Agreement is available at the Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
4. Subrecipient acknowledges that this Agreement is funded in whole or in part with Federal funds. Nevada County and non-profit organizations that expend a combined total of more than \$750,000 of federal financial assistance (from all sources) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to Nevada County stating that the Contractor has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of the OMB Uniform Guidance.
5. Subrecipient acknowledges that its program is subject to a Risk Assessment/Monitoring Program annually, as established by the County, which contains the following components:
 - A review of required reports
 - Verification of audits
 - Methodology to address noncompliance
 - Issuance of management decision on audit findings within six (6) months
 - On site reviews
 - Training and technical assistance to Subrecipient

Contractor approves this page

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