

2017/20 CONTRACT NO: L905

**FIRST 5 NEVADA COUNTY
CHILDREN AND FAMILIES FIRST COMMISSION**

THIS AGREEMENT is made this June 1, 2017, by and between the FIRST 5 NEVADA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION ("First 5"), and Nevada County Health and Human Services Agency - Public Health Department ("Contractor").

RECITALS

WHEREAS, Contractor has demonstrated capacity to further the Goals, Objectives and Strategies in the FIRST 5 2015-2020 STRATEGIC PLAN, and Contractor's proposal or plan, approved by First 5 on at its meeting on February 1, 2017, is incorporated by reference herein;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by First 5, the parties agree to the following:

1. SCOPE OF WORK

Project Title: Moving Beyond Depression

Strategic Plan Reference: Goal: 1 Objectives: 1 & 4; Goal: 4 Objective: 5

Contractor agrees to provide the following work, summarizing the strategies Contractor has proposed:

- A. Contract with Every Child Succeeds to use licensed curriculum, Moving Beyond Depression.
- B. Provide Moving Beyond Depression program services to 20 to 30 women per year who are assessed as experiencing depression.
- C. Program delivery will include up to 15 in-home cognitive-behavioral therapy sessions and a 16th booster session with a licensed therapist per client.

2. TOBACCO-FREE POLICY

In accordance with First 5's Funding Policy F-12, all funded providers contracting with First 5 must establish tobacco-free work sites for all public facilities that deliver First 5-funded services. Contractor must provide proof, in the form of a written policy, to the Commission of a tobacco-free work environment no later than September 30, 2017.

3. FIRST 5 LOGO DISPLAY

Contractor agrees to display a logo provided by First 5 that identifies them as a "First 5 Nevada County Funded Partner." All program materials relating to the services provided under this agreement printed after July 1, 2017 will list First 5 Nevada County as a funding source. All public relations materials such as brochures, posters, flyers, newsletters, websites, etc. will

include reference to First 5 Nevada County and include the First 5 Nevada County Funded Partner logo when feasible.

4. PHOTOS OF THE PROGRAM

Contractor agrees to electronically submit at least one digital photograph of the program funded by First 5. If faces are visible in the photograph, contractor agrees to submit digital image release forms signed by each person (or guardian in the case of children less than eighteen years old) giving First 5 the right to display the photograph. A copy of the release form is appended.

5. HEALTHY FOOD AND BEVERAGE POLICY

Contractor agrees to promote health and wellness by increasing the range and availability of healthy food and beverage choices on the premises and at sponsored events. When food is provided, Contractor agrees to offer and promote healthy alternatives including fruits, vegetables, whole grains and age-appropriate portion sizes. When beverages are provided, Contractor agrees to provide water as an alternative and to strive to not serve sugar-sweetened beverages to children.

6. EVALUATION REPORTING

First 5 monitors data on participants served by the Contractor and progress on outcomes through annual performance reports.

A. Contractor agrees to report demographic data on participants served by the Contractor as negotiated with First 5 in the attached "Required Data Elements" (Exhibit "B") and performance on outcomes in the attached "Project Outcomes Chart(s)" (Exhibit A) no later than:

- July 31, 2018 (for the period July 1, 2017 through June 30, 2018);
- July 31, 2019 (for the period July 1, 2018 through June 30, 2019);
- July 31, 2020 (for the period July 1, 2019 through June 30, 2020).

The attached "Results Template" (Exhibit D) shall be completed and submitted no later than July 31, 2018 for FY 2017-18, no later than July 31, 2019 for FY 2018-19, and no later than July 31, 2020 for FY 2019-20.

These reports shall be submitted electronically. Commission may request hard copies of reports, if necessary. Contractors are expected to keep paper records of all tools used for data collection and summarize those records in the reports.

B. Contractor agrees to host a site visit of the program in January each year; the plan for the site visit will be worked out at least two weeks in advance with the Executive Director of First 5.

C. If contractor experiences significant challenges or obstacles in service delivery, such that contractor is not able to fulfill the requirements of the Scope of Work or achieve goals outlined in the Project Outcomes chart, contractor is required to notify First 5 as soon as possible, not waiting until the next performance report is due.

D. Contractor agrees to present results at at least one First 5 Commission meeting.

7. EXPENDITURE REPORTING

Contractor agrees to submit a semi-annual Contractor Expenditure Report (Exhibit "C") to First 5 no later than:

- July 31, 2018 (for the period July 1, 2017 through June 30, 2018);
- July 31, 2019 (for the period July 1, 2018 through June 30, 2019);
- July 31, 2020 (for the period July 1, 2019 through June 30, 2020).

Expenditure Reports to First 5 shall be submitted with documentation of all work performed and all expenses incurred. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be credited toward Contract performance without adequate documentation. This documentation will include, but not be limited to, system-generated financial reports, receipts for material purchases, rental equipment and subcontractor work.

First 5 funds are expended in accordance with the "Funding Policies" section of the First 5 Policy Manual, which can be found on our website (www.first5nevco.org) under "Tools for Grantees" on the "Grantees and Contractors" page.

8. PAYMENT

Commission agrees to pay Contractor \$25,000 annually for the work described in Section 1 of this agreement.

Contractor agrees that all funds awarded to Contractor shall remain on deposit with the County Treasurer/Tax Collector until payment is rendered and that all payments of funds to the Contractor shall be made by and through the Office of the Nevada County Auditor/Controller, in accordance with the following schedule:

A. Contractor will receive fifty percent (50%) of the first annual amount of the grant award upon execution of this Contract. Contractor will receive additional payments as follows: forty percent (40%) of the first annual amount of the grant award will be received after submission of the semi-annual fiscal report due January 31, 2018; and will receive the remainder of the grant award, equal to ten percent (10%) of the annual grant award, upon approval of the final report, which is due no later than July 31, 2018. In FY2018-19 and FY2019-20, Contractor will receive fifty percent (50%) of the annual grant amount after July 1 each year; forty percent (40%) of the annual amount of the grant award will be received after submission of the semi-annual fiscal report due January 31 each year; and will receive the remainder of the annual grant award, equal to ten percent (10%) of the annual grant award, upon approval of the final report, which is due no later than July 31 each year. First 5 shall forward payment requests to the County Auditor/Controller within five business days of the signing of the Contract or approving reports.

B. Contractor agrees to expend First 5 funds as outlined in Exhibit "C." First 5 will not pay for unauthorized services or purchases, nor for services which have not been provided as authorized. If First 5 has advanced funds for services later determined not to have been

provided, Contractor shall refund requested amounts within ten (10) business days of demand by First 5. First 5 may offset such amounts against future payments due to Contractor.

C. Contractor is permitted a variation of up to ten percent (10%) for each budget line item for the Contract period. Any larger budget variation must receive prior First 5 approval. Amendments to the budget may be made with prior written approval of First 5.

D. Commission reserves the right to withhold payment in the event that Contractor has not expended monies in hand to an amount less than 25% of the annual grant amount, in accordance with Funding Policy F-8, to modify payment schedules based on nonperformance, or to reimburse for expenditures only in the event Contractor has been expending at a rate significantly lower than anticipated.

E. There will be no roll-over of unused funds from one funding year to the next under this contract except as approved by the Commission. Requests to roll over unspent funds from a given year must be received by First 5 staff by May 5 each year so that the request can be deliberated in a First 5 Nevada County Commission meeting before the end of that fiscal year.

9. CONTRACT PERFORMANCE TIME

All the work required by this Contract as described in Section 1 shall be completed no later than June 30, 2020. Contractor shall have up to thirty (30) days beyond June 30, 2020 to complete and submit the final reports required in Sections 3 and 4. Should Contractor project having unused funds at the end of the contract period, Contractor may request to roll over the funds into the following fiscal year; this request must be made in writing May 5, 2020 for Commission consideration. The Commission will only grant such a request if they feel that the request is as the result of an extraordinary, unforeseeable, one-time event.

10. MAXIMUM COST TO FIRST 5

Notwithstanding any other provision of this contract; in no event will the cost to First 5 for the work to be provided herein exceed the maximum sum of \$75,000.

11. STATE REQUIREMENTS

This Contract is funded by a FIRST 5 NEVADA COUNTY Grant with monies from the California Children and Families Trust Fund (Health & Safety Code 130100-130155). **The State of California, through legislative change, may alter or repeal the law, which provides funds for this agreement.** The State of California may enact requirements that affect the performance of the Contractor. If the State does impose new obligations affecting the performance of this Contract, or **if revenues are no longer available due to legislative change**, First 5 reserves the right to amend the Contract as necessary to comply with state requirements. Contractor will be notified at least thirty (30) days in advance if new requirements are to be imposed or funds become no longer available for this contract.

12. INSURANCE

The Contractor shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by the Contractor in order to perform

said services, the Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of three hundred thousand dollars (\$300,000.00). **Contractor may have to provide evidence of professional liability insurance under this contract, but is not required to list First 5 as an additional insured.**

Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless First 5 specifically consents to a "claims made" basis. If First 5 does not consent to "claims made" coverage, the Contractor shall purchase "tail" coverage in the event that the Contractor changes insurance carriers during the term of this Contract or for one year thereafter. Proof of such "tail" coverage shall be required at any time during the term of this Contract that the Contractor changes to a new carrier prior to receipt of any payments due.

First 5 shall be named as an additional insured on the commercial general liability, automobile, and professional liability policies, as appropriate. The insurer shall supply certificates of insurance and endorsements signed by the insurer evidencing such insurance to First 5 prior to commencement of work, and said certificates and endorsements shall provide for a minimum ten (10) day advance notice by First 5 of any termination or reduction in coverage.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, First 5 may suspend or recover payments to the Contractor for any work conducted during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

13. WORKER'S COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract.

14. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

15. SUBCONTRACTING

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of First 5 except for any subcontract work identified herein.

16. ASSIGNMENT

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of First 5.

17. BOOKS OF RECORD AND AUDIT PROVISION

Contractor shall maintain, on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. These documents and records shall be retained for at least three years from the completion of this Contract. Contractor will permit First 5 to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way.

Any audit may be conducted on Contractor's premises or, at First 5's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from First 5. Contractor shall refund any moneys erroneously charged. If First 5 requires an audit due to errors on the part of the Contractor, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

18. TIME OF COMPLETION

Time is of the essence with respect to this Contract. Contractor agrees to commence and to complete the work within the time schedules outlined within this Contract.

19. TERMINATION

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, First 5 may terminate this Contract by giving five (5) calendar days written notice to the party involved.

Grounds for termination include violation of requirements in the First 5 Nevada County Funding Policies.

B. Failure of the Contractor to secure or obtain funding from other sources which are needed in combination with the grant funds to completely carry out the programs provided in this Contract may be grounds for termination, at the discretion of First 5.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. 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. Contractors shall refund any advanced funds which were not used in accordance with this Contract.

20. RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that in performance of the work under this Contract, the Contractor, and the agents and employees thereof, shall act as an independent contractor and not as officers, employees or agents of First 5.

21. TITLE TO PROPERTY

At the conclusion of this Contract, title to all expendable and nonexpendable personal or real property purchased with First 5 funds shall vest with the Contractor if written certification is made to First 5 that the property will continue to be used for grant-related purposes and First 5 approves such certification in writing. First 5's "Title to Property" policy is incorporated herein by reference. If the above-noted certification is not made or First 5 disapproves such certification, title to all property with an aggregate or individual value of \$500 or more shall vest with First 5, and the Contractor must await specific written instructions from First 5 regarding transfer of title or disposition.

22. AMENDMENT

This Contract may be amended or modified only by written agreement of all parties.

23. AUTHORITY TO CONTRACT

The undersigned person, if signing on behalf of an organization, warrants that he or she has the authority to enter into this Contract on behalf of the Contractor organization.

24. 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.

25. INDEMNIFICATION

Contractor agrees that it is acting as an independent contractor and not an employee or agent of the Commission. Contractor agrees to defend, indemnify and hold harmless the Commission and its officers, agents, departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorney's fees arising out of or resulting from

- a. the performance of the Contractor's obligations; or
- b. any negligent act or omission of the Contractor, sub-contractor or anyone directly or indirectly employed by the Contractor (collectively "Liabilities").

Contractor agrees to notify Commission staff immediately if any legal action is filed against Contractor related to work funded by this Contract.

26. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with any and all state and local laws affecting the services covered by this Contract.

27. RELIGIOUS ACTIVITIES

If the Contractor is a religious organization, then Contractor shall not, when conducting work funded by this Contract:

- A. Discriminate against anyone in employment or hiring based on religion;
- B. Discriminate against any persons served based on religion; and
- C. Provide any religious instruction, worship or counseling.

28. NOTICES

Notices shall be given to First 5 at the following location:

FIRST 5 NEVADA COUNTY
NEVADA COUNTY SUPERINTENDENT OF SCHOOLS
380 CROWN POINT CIRCLE
GRASS VALLEY, CA 95945
(530) 274-5361

Notices shall be given to Contractor at the following address:

Contracts Unit
Nevada County Health and Human Services Agency
950 Maidu Avenue
Nevada City, CA 95959
(530) 470-2421

With a copy to:

Jill Blake, Public Health Director
Nevada County Public Health Department
500 Crown Point Circle
Nevada City, CA 95959
(530) 265-1450

29. TAX STATUS

A Contractor which is a nonprofit organization shall possess a "Letter of Good Standing" from the Secretary of State's Office and covenants that it will keep such status in effect during the full term of this agreement. Private individuals will be issued 1099's. Such Contractor will be responsible for payment of appropriate taxes.

IN WITNESS WHEREOF, the parties have executed this Contract on the date written.

APPROVED BY:

Lindsay Dunckel, Executive Director Date
FIRST 5 NEVADA COUNTY

Hank Weston, Chair Date
BOARD OF SUPERVISORS, NEVADA COUNTY

APPROVED AS TO FORM:

County Counsel Date

ATTEST:

Julie Patterson Hunter, Clerk of the Board of Supervisors Date

Family Strengthening Initiative

GOAL NUMBER ONE:

Nevada County children will live with supported, nurturing parents

OBJECTIVE	STRATEGY	OUTCOMES	INDICATORS	RESULTS
1.1 Enhanced parenting support to promote strong families	Behavioral Health: Moving beyond Depression	Mothers show a significant reduction in depressive symptoms and increase in interpersonal support	# mothers served (include referred, accepting service, completing service) Average decrease in Major Depressive Disorder of at least 70% Average increase in Interpersonal Support Evaluation List of at least 15%	
1.4 Enhanced parental resilience	Behavioral Health: Moving beyond Depression	Mothers show a significant reduction in depressive symptoms and increase in interpersonal support	Average decrease in Major Depressive Disorder of at least 70% Average increase in Interpersonal Support Evaluation List of at least 15%	

Communications and Outreach Initiative

GOAL NUMBER FOUR:

Nevada County families have access to integrated, collaborative and sustainable services

OBJECTIVE	STRATEGY	OUTCOMES	INDICATORS	RESULTS
4.5 Increased access to linguistically and culturally appropriate family services for Spanish speakers	Commission support and advocacy for linguistically and culturally appropriate family services for Spanish speakers	Grantees provide linguistically and culturally appropriate services	bilingual and bicultural staff	

Exhibit B

First 5 Nevada County - Demographic Reporting for FY2017-18
July 1, 2017 - June 30, 2018

Program Name:

	TOTAL POPULATION SERVED		
Children under age 3 (directly served)		Total Children Served	0
Children age 3 to 5 (directly served)		Total Parents/ Guardians/Primary Caregivers Served	0
Children under age 5 - Exact Age Unknown (directly served)			
Parents/Guardians/Primary Caregivers (directly served)			
Other family members (directly served)			
Providers (directly served)			

	Ethnic Breakdown of Population	
	Children	Parents/Guardians/ Primary Caregivers
Alaska Native/American Indian		
Asian		
Black/African-American		
Hispanic/Latino		
Pacific Islander		
White		
Multiracial		
Other		
Specify:		
Unknown		
TOTALS	0	0

	Primary Language Spoken in the Home	
	Children	Parents/Guardians/ Primary Caregivers
English		
Spanish		
Cantonese		
Mandarin		
Vietnamese		
Korean		
Other		
Specify:		
Specify:		
Specify:		
Unknown		
TOTALS	0	0

PLEASE BE SURE THAT YOUR TOTALS MATCH:

D7, B28, B44 should all match

D10, C28, C44 should all match

If not, please go back and find your error.

Exhibit B

First 5 Nevada County - Demographic Reporting for FY2018-19

July 1, 2018 - June 30, 2019

Program Name:

	TOTAL POPULATION SERVED		
Children under age 3 (directly served)	0	Total Children Served	0
Children age 3 to 5 (directly served)	0	Total Parents/	
Children under age 5 – Exact Age Unknown (directly served)	0	Guardians/Primary	
Parents/Guardians/Primary Caregivers (directly served)	0	Caregivers Served	0
Other family members (directly served)	0		
Providers (directly served)	0		

	Ethnic Breakdown of Population	
	Children	Parents/Guardians/ Primary Caregivers
Alaska Native/American Indian	0	
Asian	0	
Black/African-American	0	
Hispanic/Latino	0	
Pacific Islander	0	
White	0	
Multiracial	0	
Other	0	
Specify:		
Unknown		

TOTALS

0

0

	Primary Language Spoken in the	
	Children	Parents/Guardians/ Primary Caregivers
English	0	
Spanish	0	
Cantonese		
Mandarin		
Vietnamese		
Korean		
Other		
Specify:		
Specify:		
Specify:		
Unknown	0	

TOTALS

0

0

PLEASE BE SURE THAT YOUR TOTALS MATCH:

D7, B28, B44 should all match

D10, C28, C44 should all match

If not, please go back and find your error.

Exhibit B

First 5 Nevada County - Demographic Reporting for FY2019-20

July 1, 2019 - June 30, 2020

Program Name:

	TOTAL POPULATION SERVED		
Children under age 3 (directly served)	0	Total Children Served	0
Children age 3 to 5 (directly served)	0	Total Parents/	
Children under age 5 – Exact Age Unknown (directly served)	0	Guardians/Primary	
Parents/Guardians/Primary Caregivers (directly served)	0	Caregivers Served	0
Other family members (directly served)	0		
Providers (directly served)	0		

	Ethnic Breakdown of Population	
	Children	Parents/Guardians/ Primary Caregivers
Alaska Native/American Indian	0	
Asian	0	
Black/African-American	0	
Hispanic/Latino	0	
Pacific Islander	0	
White	0	
Multiracial	0	
Other	0	
Specify:		
Unknown		
TOTALS	0	0

	Primary Language Spoken in the	
	Children	Parents/Guardians/ Primary Caregivers
English	0	
Spanish	0	
Cantonese		
Mandarin		
Vietnamese		
Korean		
Other		
Specify:		
Specify:		
Specify:		
Unknown	0	
TOTALS	0	0

PLEASE BE SURE THAT YOUR TOTALS MATCH:

D7, B28, B44 should all match

D10, C28, C44 should all match

If not, please go back and find your error.

Exhibit C



Project Title: Moving Beyond Depression

FY 2017-18 Grantee Fiscal Report Form

2 reports due: 1/31/18; 7/31/18

Funds Expended 7/1/17-12/31/17	Funds Expended 1/1/18 - 6/30/18	Total Funds Expended	Total Budget	Unexpended Funds
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I. Personnel

Salaries (list position)

1			0		0
2			0		0
3			0		0
4			0		0
Payroll Taxes and Benefits			0		0
Consultant Fees			0		0
1 Contract Therapist I			0	12500	12500
2 Contract Therapist II			0	12500	12500
3			0		0
4			0		0
Total Personnel	0	0	0	25000	25000

II. Other Expenses

Office Supplies

Program Supplies

Printing/Duplicating

Information/Materials

Rent/Utilities/Occupancy

Travel/Training

Liability Insurance/Other Insurance

Administrative Cost

Miscellaneous (list)

1			0		0
2			0		0
3			0		0
4			0		0
5			0		0
Total Other Expenses	0	0	0	0	0
Total Grant Expenses	0	0	0	25000	25000

Exhibit D



Name of Program

2017-18

Budget: **\$XX**

Numbers Served:

-
-
-
-

Demographics

-
-
-
-

Health/Development Statistics

-
-
-
-

Screenings/Referrals Made

-
-
-
-

Participant Satisfaction

-
-
-

Outcomes

-
-
-
-

Quotes

-
-
-



380 Crown Point Circle
Grass Valley, CA 95945

Lindsay Dunckel, Ph.D.
Executive Director
Phone: (530) 274-5361
Fax: (530) 274-5355
www.first5nevco.org

Image Release Form

I hereby release to First 5 Nevada County Children and Families First Commission rights to digital photographs of me and my child as recorded during this program which they fund.

I understand that this digital media will be used by First 5 Nevada County only for general purpose brochures, flyers, slideshows and/or the First 5 Nevada County website in order to illustrate the services to children and families provided by First 5. First 5 may also share the images with the media, including The Union and Sierra Sun newspapers. The video/digital photo will not be used for any other purpose. Neither I nor my child will be named however the photographs are used.

Program: _____

I give First 5 Nevada County permission to use photographs of me:

Name: (First) _____ (Last) _____

Signature: _____ Date: _____

I give First 5 Nevada County permission to use photographs of my child

Child's name: (First) _____ (Last) _____

Your relationship to child (circle one): father mother legal guardian

Signature: _____ Date: _____