

**GRANT AGREEMENT BETWEEN FIRST 5 HUMBOLDT
AND COUNTY OF HUMBOLDT**

This Agreement is made and entered into this 16 day of October 2018, by and between FIRST 5 HUMBOLDT (hereinafter "FIRST 5") and County of Humboldt, a governmental entity (hereinafter "GRANTEE").

RECITALS

WHEREAS, FIRST 5 has adopted a strategic focus area to support the health and well-being of young children and their families through the promotion of prevention and early intervention activities, and

WHEREAS, FIRST 5 has determined, in carrying out its Strategic Plan focus areas and objectives, to make monetary grants to deserving organizations that can further First 5's strategic plan, and

WHEREAS, FIRST 5 has supported the Humboldt County Department of Health and Human Services, Public Health Branch's Nurse Family Partnership Program since 2010; and

WHEREAS, GRANTEE requested grant funds, and

WHEREAS FIRST 5 has approved the request for grant funds, and

WHEREAS, the parties hereto desire to enter into this AGREEMENT in order for FIRST 5 to disburse grant funds to GRANTEE,

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PROJECT DESCRIPTION

GRANTEE shall utilize the grant funds for the Nurse Family Partnership Program of the Humboldt County Department of Health and Human Services, Public Health Branch. The specific activities/tasks are described in the Scope of Work, as set forth in Exhibit A, attached hereto and incorporated herein.

2. TERM

The term (the "Term") of this Agreement is July 1, 2018 to June 30, 2019, unless extended by the written agreement of the parties.

3. GRANT FUNDS

A. FIRST 5 agrees to pay GRANTEE a sum not to exceed sixty thousand one hundred twenty five dollars (\$60,125) to cover GRANTEE'S costs in carrying out the Project. Costs for labor and materials for each year shall be as set forth in the Project Budget attached hereto as Exhibit C and incorporated by reference. Deviations exceeding 10% of any single category proposed in the line item budget must receive written approval of the Executive Director of FIRST 5.

B. GRANTEE shall submit an itemized invoice, no less frequently than quarterly, to FIRST 5 itemizing all work completed and costs incurred as of the invoice date.

C. No later than 45 days after expenditure of all grant funds, or completion of the project, whichever is sooner, GRANTEE shall submit adequate written documentation in a final invoice of all costs incurred in connection with performance of services under this Agreement. Any unspent funds shall be returned to FIRST 5. GRANTEE shall bear the responsibility for any Project costs in excess of \$60,125.

4. PROHIBITION AGAINST SUPPLANTING STATE OR LOCAL FUNDS

GRANTEE shall comply with the requirements of Revenue and Taxation Code Section 30131.4, which provides that Proposition 10 funds shall only be used to supplement existing levels of service and not to fund existing levels of service. GRANTEE agrees that the grant funds received pursuant to this Agreement shall be used to enhance the quality or quantity of its services, and not to supplant existing funding, including state or local General Fund money.

5. REPORTING REQUIREMENTS

GRANTEE shall submit an Interim Progress Report, describing the work accomplished in each six month period, to FIRST 5 no later than the 30th day of the month following each six (6) month period of the Agreement. GRANTEE shall submit a Final Progress Report, describing the work accomplished during the entire period of the Agreement, to FIRST 5 no later than the 30th day of the month following the Agreement's termination date. FIRST 5 shall provide Interim and Final Progress Report guidelines to GRANTEE no later than 45 days prior to the Report due dates. In addition to Interim and Final Reports, GRANTEE shall comply with all other reporting and evaluation requirements as set forth in GRANTEE's Project Scope of Work (Exhibit A), Evaluation Plan (Exhibit B), and the terms of the *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of Existing Programs* (Exhibit D).

6. RECORD RETENTION AND INSPECTION

A. Maintenance and Preservation of Records. GRANTEE agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder. GRANTEE shall maintain appropriate internal financial controls over grant funds received and disbursed, including procedures for authorizing disbursements, tracking grant expenditures, and reporting grant revenue and expenditures.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by FIRST 5 and any duly authorized local, state and/or federal agencies. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by FIRST 5 and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If GRANTEE is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by GRANTEE within thirty (30) days of notice.

7. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State and Local Governments that may affect the provision, terms or funding of this Agreement.

8. COMPLIANCE WITH FIRST 5 REQUIREMENTS.

A. GRANTEE shall comply with all rules, regulations, requirements, and directives of FIRST 5 as set forth in FIRST 5's Strategic Plan, *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of*

Existing Programs (Exhibit D), *FIRST 5 HUMBOLDT Social Media Policy* (Exhibit E), *FIRST 5 HUMBOLDT Healthy Beverage Policy* (Exhibit F), and other FIRST 5 policies, all of which are posted on the FIRST 5 website at www.first5humboldt.org.

B. These rules, regulations, requirements, and directives include (but are not limited to) the following:

- i. All Program leaders must be fingerprinted and undergo a background check to obtain a criminal clearance;
- ii. Tobacco use is prohibited at all times at all places where Project activities occur;
- iii. Grantees who wish to utilize social media during the Project must abide by the posting guidelines described in *Sections 5.1 and 5.2 of the FIRST 5 HUMBOLDT Social Media Policy*.

9. INSURANCE

A. THIS AGREEMENT SHALL NOT BE EXECUTED BY FIRST 5 and the GRANTEE is not entitled to any rights hereunder, unless certificates of insurance (or other sufficient proof that the following provisions have been complied with) are filed with FIRST 5.

B. General Insurance Requirements: Without limiting GRANTEE's indemnification provided herein, GRANTEE shall require any of its subcontractors to take out and maintain, throughout the period of performance of GRANTEE's Project under this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of GRANTEE, its agents, employees, volunteers or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(a) FIRST 5, its commissioners, officers, employees, volunteers, and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to FIRST 5, its officers, agents, employees and volunteers.

(b) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to FIRST 5 by certified mail.

(c) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(d) For claims related to this Project, and for which GRANTEE is liable, the GRANTEE's insurance is primary coverage to FIRST 5, and any insurance or self-insurance programs maintained by FIRST 5 are excess to GRANTEE's insurance and will not be called upon to contribute with it.

(e) Any failure to comply with reporting or other obligations of the parties, including breach of warranties, shall not affect coverage provided to FIRST 5, its commissioners, officers, employees, volunteers, and agents.

2. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such insurance shall include coverage of all owned, hired, and non-owned vehicles. Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to FIRST 5 by certified mail.

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against FIRST 5, its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which GRANTEE may be exposed to liability. GRANTEE shall require that such coverage be incorporated into its professional services agreements with any other entities.

5. Special Insurance Requirements: Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

(a) The Comprehensive or Commercial General Liability Policy shall provide that FIRST 5, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to FIRST 5, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

i. Includes contractual liability.

ii. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

iii. Is the primary insurance with regard to FIRST 5.

iv. Does not contain a pro-rata, excess only and/or escape clause.

v. Contains a cross liability, severability of interest or separation of insureds clause.

(b) The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to FIRST 5 in accordance with the notice provisions set forth herein. It is further understood that GRANTEE shall not terminate such coverage until FIRST 5 receives adequate proof that equal or better insurance has been secured.

(c) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(d) For claims related to this Agreement, GRANTEE's insurance is the primary coverage to FIRST 5, and any insurance or self-insurance programs maintained thereby are excess to GRANTEE's insurance and will not be used to contribute therewith.

(e) Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to FIRST 5, its agents, officers, officials, employees and volunteers.

(f) GRANTEE shall furnish FIRST 5 with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, FIRST 5. If GRANTEE does not keep all required policies in full force and effect, FIRST 5 may, in addition to other remedies under this Agreement, take out the necessary insurance, and GRANTEE agrees to pay the cost thereof. FIRST 5 is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to GRANTEE under this Agreement.

(g) FIRST 5 is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

10. HOLD HARMLESS AND INDEMNIFICATION

A. GRANTEE shall hold harmless, defend and indemnify FIRST 5 and its commissioners, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including, without limitation, attorney fees and other costs arising out of, or in connection with GRANTEE's negligent performance or, or failure to comply with any of the

duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence, or willful misconduct of FIRST 5.

B. Acceptance of insurance, if required by this Agreement, does not relieve GRANTEE from liability under this provision. This provision shall apply to all damages or claims for damages arising from GRANTEE's performance under the terms of the Project, regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by GRANTEE hereunder.

11. RELATIONSHIP OF PARTIES

GRANTEE shall perform all work and services as described herein as an independent contractor. It is understood that this agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that GRANTEE shall not be entitled to any benefits to which First 5 employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers compensation. GRANTEE shall be solely responsible for the acts or omissions of its officers, agents, employees, volunteers, and subcontractors.

12. ASSIGNMENT

Neither Party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by GRANTEE in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement.

13. AGREEMENT SHALL BIND SUCCESSORS

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

14. SUBCONTRACTING

GRANTEE shall not subcontract any portion of the work required by the Agreement without prior written approval of FIRST 5. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, and confidentiality requirements set forth herein. GRANTEE shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by their parties under subcontracts, whether approved by FIRST 5 or not.

15. STANDARD OF PRACTICE

GRANTEE warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. GRANTEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

16. TITLE TO INFORMATION AND DOCUMENTS

Any and all documents, photographs, audio and video recordings, reports and other information prepared for FIRST 5 under the terms of this Agreement by and/or submitted by GRANTEE shall become the property of FIRST 5, which shall own all rights, title, and interest in such materials, including the copyrights. GRANTEE may retain copies for its own records. In the event of termination of this Agreement prior to the expiration of the Term in accordance with

section 20 for any reason whatsoever, GRANTEE shall promptly turn over all such materials developed up to the date of termination to FIRST 5 without exception or reservation.

17. NON-DISCRIMINATION COMPLIANCE

A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the administration of social services programs. GRANTEE hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. FIRST 5 reserves the right to monitor the GRANTEE's provision of services in order to ensure compliance with the requirements of this section.

B. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical

disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

C. Compliance with Anti-Discrimination Laws. GRANTEE further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

18. ENTIRETY OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. In addition, this Agreement shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

19. AMENDMENT

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto

20. TERMINATION

A. This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations of the parties arising prior to the effective date of termination:

1. Termination. At any time and for any reason, upon thirty (30) days written notice either party may terminate this Agreement. FIRST 5 shall pay only for those services rendered as of the date when termination is effective.

2. Termination for Cause. If, in the opinion of FIRST 5, GRANTEE fails to perform the services required under this Agreement within the time limits specified herein, or fails to meet the requirements of the *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of Existing Programs*, or otherwise fails to comply with the terms of this Agreement as determined at the sole discretion of FIRST 5, or violates any ordinance, regulation, or other law which applies to its performance herein, FIRST 5 may terminate this Agreement immediately, effective on the date of notice. In such event, FIRST 5 may exercise any of its rights under this Agreement or available to it under the law.

3. Termination for Insufficient Funding. Should FIRST 5 experience any loss of its Proposition 10 funding, First 5 California funding, or any other loss of funding that renders FIRST 5 unable to continue to support the activities and services provided by GRANTEE as described in

this Agreement, FIRST 5 may terminate this Agreement immediately, effective on the date of notice.

4. Compensation Upon Termination. In the event of any termination of this Agreement, GRANTEE shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to FIRST 5 resulting from a breach of this Agreement by GRANTEE.

21. NOTICES

Notices shall be given to FIRST 5 at the following address:

Mary Ann Hansen, Executive Director
FIRST 5 HUMBOLDT
325 Second St., Suite 201
Eureka, CA 95501

Notices shall be given to GRANTEE at the following address:

Director, Public Health Nursing
Department of Health and Human Services, Public Health Branch
County of Humboldt
529 I Street
Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to FIRST 5 or GRANTEE personally, or by mailing a copy of said notice to FIRST 5 or GRANTEE. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

22. COMPLIANCE WITH APPLICABLE LAWS

GRANTEE agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. GRANTEE further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

23. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt.

24. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by FIRST 5 constitute a waiver of any breach of this Agreement or any default which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to FIRST 5 with respect to any breach or default. FIRST 5 shall have the right to demand repayment of, and GRANTEE shall promptly

refund, any funds disbursed to GRANTEE which, in the judgment of FIRST 5, were not expended in accordance with the terms of this Agreement.

26. CONFIDENTIAL INFORMATION

A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information which is confidential information under state or federal law. GRANTEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances

consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

27. MONITORING

GRANTEE agrees that FIRST 5 has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, programs or procedures, at any time, as well as the overall operation of GRANTEE's programs, in order to ensure compliance with the terms and conditions of this Agreement. GRANTEE will cooperate with a corrective action plan, if deficiencies in GRANTEE's records, programs or procedures are identified by FIRST 5.

28. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

29. SURVIVAL

The duties and obligations of the parties set forth in Section 20 – Compensation Upon Termination, Section 6 – Record Retention and Inspection, Section 26 – Confidential Information, and Section 10 – Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement.

30. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

31. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes,

unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. ADVERTISING AND MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from FIRST 5 prior to being released to the media (television, radio, newspapers, Internet). In addition, GRANTEE shall inform FIRST 5 of requests for interviews by media related to this Agreement prior to such interviews taking place. FIRST 5 reserves the right to have a representative present at such interviews.

35. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

36. NUCLEAR FREE ZONE COMPLIANCE

FIRST 5 certifies by its signature below that FIRST 5 is not a Nuclear Weapons Contractor, in that FIRST 5 is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. FIRST 5 agrees to notify GRANTEE immediately if it becomes a nuclear weapons contractor, as defined above. GRANTEE may immediately terminate this agreement if it determines that the foregoing certification is false or if FIRST 5 becomes a nuclear weapons contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

ATTESTS:
Secretary to FIRST 5

By _____

FIRST 5 HUMBOLDT:

By _____
Executive Director

GRANTEE:

By  _____
Title: Chair, Board of Supervisors *Ryan Sundberg*

RISK MANAGEMENT:

By  _____
Risk Manager

**Nurse Family Partnership
Exhibit A
Scope of Work
2018-2019**

Major Activities	Timeline	Responsible Person/Position	Documentation of work performed
1. Conduct program activities according to established protocol	07/18-06/19	NFP staff/supervisor	Reports
2. In collaboration with First 5 Humboldt (F5H), continue to explore ways to get F5H information on playgroups and library programs, as well as information on family strengthening and social/emotional development of children to NFP staff and clients	07/18-06/19	NFP staff/supervisor	List of activities included in reports
3. Explore and document efforts to better serve non-English speaking clients	07/18-06/19	NFP staff/supervisor	List of activities included in reports
4. Explore and report on options for developing objectives with specific targets, such as reducing attrition rates	07/18-06/19	NFP staff/supervisor	Reports
5. Explore and report on ways to increase referrals	07/18-06/19	NFP staff/supervisor	Reports
6. Conduct evaluation activities as stated in the Evaluation Plan. Continue to work with First 5 Humboldt on reporting of indicators, data and results, including the following: <ul style="list-style-type: none"> • Program Attrition Rates • Number and type of referrals made as a result of developmental screenings • Primary language, ethnicity and educational attainment of participants served. • Aggregate ACES scores if available 	07/18-06/19	NFP Supervisor/data analyst	Completed and submitted: Interim and final reports, submission of required data, surveys
7. Given First 5 Humboldt's declining revenues, explore alternative funding options for sustainable funding	07/18-06/19	NFP staff/supervisor	Reports

Exhibit A

**Nurse Family Partnership
Exhibit B
Evaluation Plan
FY 2018/19**

Benchmarks for NFP 2018-2019:

- Requested data will be submitted with reports or as agreed upon by NFP and First 5 Humboldt depending on availability of data from database
- Required number of Surveys submitted by due date of 12/10/18
- Reports and forms submitted by due dates

Information/data to be gathered	How data will be gathered	When	Who will do tasks or provide data
<p>Benchmark 1. Provide First 5 Humboldt with: Documentation of services received by participants and demographics of participants including:</p> <ul style="list-style-type: none"> • Mean number of completed visits • Percentage of clients enrolled in the program who had their initial prenatal visit in the first trimester of their pregnancy • Mean percent of visits completed/expected visits completed • Mean visit length • Mean proportion spent on content domains (e.g. personal health, environmental health, family and friends, etc) • Percentage of first time mothers who are under 18 and under 20 years of age • Primary language, ethnicity, and educational attainment of participants • Attrition rate of program participants and demographics of those leaving the program • Aggregated ACES scores, if available 	<p>-NFP Data collection forms for input into the NFP Clinical Information System.</p>	<p>Data submitted as available/with reports 1/30/19 and 7/30/19</p>	<p>NFP Program staff</p>

Exhibit B

<p>Benchmark 2. Report on tracking of families' progress in attaining program goals (aggregate data):</p> <ul style="list-style-type: none"> • Change in women's health habits during pregnancy and following the birth of their infant, including alcohol, tobacco and other drug use • Percentage of infants born at a birth weight of 2500 grams (5.5 pounds) or greater and percentage of infants born at low-birth weight and very low birth weight; mean birth weight and gestational age of infants • Mean percentage of immunizations completed by children from birth to two years • Percentage of infants breastfed following birth and duration of breastfeeding • Number of emergency room visits and hospitalizations for injuries and ingestions for children birth to two years old • Number of subsequent pregnancies and mean interval between first and second pregnancy • Percentage of NFP families using public programs (e.g. TANF, CalWorks, WIC, Cal-Fresh, etc) • Number and percent of children for whom developmental screenings were conducted (e.g. ASQ and ASQ-SE), <u>results of screenings, and number/type of referrals resulting from screenings</u> 	<p>NFP Data collection forms for input into the NFP Clinical Information System.</p>	<p>Data submitted as available/with reports 1/30/19 and 7/30/19</p>	<p>NFP Program staff</p>
<p>Benchmark 4. Unduplicated counts of program participants, including ethnicity of children and mothers, primary language spoken at home</p>	<p>First 5 Humboldt Program Participant Excel file (or comparable data submitted with reports)</p>	<p>Files/data submitted with reports 1/30/19 and 7/30/19</p>	<p>NFP Program staff</p>
<p>Benchmark 5. Participant satisfaction and perceptions of programs and services. To measure the effectiveness of activity #2 in the Scope of Work, measures will be: an increase in the percent of parents attending playgroups and library programs</p>	<p>Program Participant surveys (number to be determined by September 2018- sample size will be</p>	<p>September 2018 through December 2018 (completed surveys are due at</p>	<p>Program staff will distribute and collect; analysis will be conducted by</p>

	based on total number of clients and will be sent with the surveys)	the F5H office on 12/10/18)	First 5 evaluators
6. Participate in other evaluation activities in conjunction with First 5 Humboldt Evaluators, including staff interviews, parent interviews/focus groups, site visits, and other evaluation activities as requested	Data will be gathered through interviews/focus groups, observations, and other methods as appropriate	As requested/deemed appropriate	Program staff and First 5 Humboldt evaluators
Benchmark 7. Report of progress, challenges, successes, and stories	Interim and Final Reports	Reports submitted 1/30/19 and 7/30/19	NFP Program staff

First 5 Humboldt Grant: NFP Budget for

Period: 7/1/18-6/30/19

PERSONNEL - 3928

J Iocco	.4978 FTE Nurse Home Visitor Salary	\$ 38,123.00
	.4978 FTE Nurse Home Visitor Benefits	\$ 22,002.00

TOTAL: \$ 60,125.00

COMMUNICATIONS - 2106

Cell phones, aircards, landlines, Fax	\$ -
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INSURANCE - 2110

Insurance	\$ -
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RENTS & LEASES - STRUCTURES - 2121

317 2nd Street share of rent-	\$ -
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UTILITIES - 2126

317 2nd St share of utilities/household	-
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CLIENT SUPPORT MATERIALS - CURRICULUM - 3284

NFP Curriculum Support	-
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INFORMATION SERVICES - 3125

IS Annual	\$ -
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CENTRAL SERVICES CHARGES - 3940

Purchasing Chrgs Estimate	\$ -
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A-87 OVERHEAD CHARGES - 3137

A-87 Charges Annual	\$ -
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First 5 Humboldt Grant- Total Share of NFP Expenditures: \$ 60,125.00

FIRST 5 HUMBOLDT
Evaluation Policy for Continuation of Existing Programs

Effective Date: December 14, 2006

Amended Date: March 12, 2009

Second Amended Date: March 21, 2012

Third Amended Date: September 13, 2016

Background. FIRST 5 HUMBOLDT invests in young children and their families to promote human dignity, human relationships, and engaged communities. Its work is based on community building. Community building is a process that takes place over time. FIRST 5 HUMBOLDT recognizes the programs it funds will also take time to achieve desired results. To ensure that funded programs are making real progress towards achieving desired results, program evaluation will be an integral and necessary component of all funding.

Program evaluation is two pronged: 1) To gain direction for improvement as programs are implemented, and 2) To determine program effectiveness over time. In the Strategic Plan 2005-2008, the Commission's approach to evaluation termed *Pathways Actions* was outlined and described. *Pathways Actions* is a progressive system of measurement that examines results over time. It is based on the Pathways Mapping Initiative established in January 2000 as part of the Project on Effective Interventions at Harvard University and developed in partnership with the Technical Resource Center of the Annie E. Casey Foundation. This system of results-based accountability enables FIRST 5 HUMBOLDT to both allow funded programs the time needed to achieve desired results and ensure they are making adequate progress. In 2009, *Pathways Actions* was renamed The Evaluation Framework.

Policy. It is the policy of FIRST 5 HUMBOLDT to evaluate the programs it funds in the areas identified in the most recent strategic plan using a system of results-based accountability. FIRST 5 HUMBOLDT will establish benchmarks for minimum compliance for each program, determine achievement of benchmarks and progress towards achieving desired results through an analysis of the evaluation data submitted by programs. This data will include interim and final reports as well as input from: survey, focus group and interview results; service contacts; participant numbers; site visits; state or local data; and other data as determined by FIRST 5 HUMBOLDT and the program.

Benchmark indicators will be established based on bottom-line practices for playgroups and other best practice standards as relevant to each program. Programs which meet benchmarks will be considered for continued funding. However, achieving benchmarks does not represent an assurance of continued funding, only a minimum standard for consideration through deeper analysis. This evaluation analysis will be guided by the scope of work for each program, FIRST 5 HUMBOLDT strategic goals, current best practices in the fields of work related to each program, and a comparison of program data to the appropriate indicators of the First 5 Humboldt Evaluation Framework. Feedback will be provided to programs on interim reports, identifying strengths and areas of concern. Data to be submitted and benchmarks to be achieved by each funded program will be detailed in the evaluation plan and/or evaluation section of the legal agreement executed by the program and FIRST 5 HUMBOLDT.

The Program Evaluation Process

1. In February of each year, FIRST 5 HUMBOLDT staff and evaluators will review all data from funded programs and prepare an analysis of progress achieved towards the indicators since the program began or since the prior program review.
2. In March of each year, the analysis will be presented to the FIRST 5 HUMBOLDT Program Evaluation Team and the Program Evaluation Team will prepare recommendations for the Commission. The Program Evaluation Team will include Commissioners, representatives from Commission Subcommittees including representation from the Evaluation Action Team and the Fiscal Subcommittee, and FIRST 5 HUMBOLDT staff. Recommendations from the Program Evaluation Team may include:
 - Recognition of success and results
 - Concerns about program effectiveness
 - Suggestions for program improvements
 - Establishment of additional benchmarks
 - Requirements for continued funding
 - Conducting an in-depth review
 - Funding allocations
3. In April of each year, the Program Evaluation Team's recommendations will be presented to FIRST 5 HUMBOLDT at a regularly scheduled Commission meeting.
4. The Commission will use the recommendations to:
 - Acknowledge program leaders, partners, and communities for their achievements.
 - Provide guidance for improvements to existing programs.
 - Identify requirements for continued funding of existing programs as needed.
 - Determine funding allocations for existing programs within the budget decision-making process.
 - Determine funding decreases for existing programs, and the elimination of funding for existing programs.
5. No later than June 30th of each year, funding allocations including funding decreases/increases, and/or the elimination of funding for existing programs will be acted upon by the Commission at a regularly scheduled meeting. Guidance for program improvements and requirements for continued funding will be attached to each funding award as needed.
6. The Commission will recognize program results and successes by acknowledgement of programs, partners, and communities in our annual community report.

FIRST 5 HUMBOLDT
Humboldt County Children and Families Commission
Social Media Policy

Effective Date: January 16, 2014

1. PURPOSE

1.1. The Humboldt County Children and Families Commission believes that social media is a valuable resource with the potential to expand the Commission's ability to educate and connect with members of the Humboldt County community. Nevertheless, the technology brings an openness that is new to many organizations, and frequently invites a dramatic shift in communication style. The purpose of this policy is to provide a structure that will allow FIRST 5 HUMBOLDT representatives and third-party associates to participate safely and effectively in the fast-changing landscape of social media on the Internet.

2. SCOPE OF THE POLICY

2.1. The policy applies to all representatives of FIRST 5 HUMBOLDT when communicating on behalf of the Commission.

2.2. **Grantees fulfilling obligations through executed agreements with FIRST 5 HUMBOLDT must agree to abide by the posting guidelines described in Sections 5.1 and 5.2 of this Policy.**

3. DEFINITIONS

3.1. FIRST 5 HUMBOLDT Representatives are (but are not limited to) Commissioners, Commission staff, and contracted consultants for the Commissioners.

3.2. A social media account is any on-line (Internet) communication tool designed to:

3.1.1. Assist with FIRST 5 HUMBOLDT program implementation.

3.1.2. Assist with public education specific to children age 0-5 and their families.

4. MANAGEMENT AND OVERSIGHT

4.1. All social media accounts must be approved by the Executive Committee before they are created. Responsibility for management of FIRST 5 HUMBOLDT social media accounts will be assigned by the Executive Director.

5. POSTING RULES

5.1. Postings must not violate any federal, state, or municipal laws. For example, they must not:

- 5.1.1. Violate rights of trademark or copyright holders, including use of non-public text, images, etc.;**
- 5.1.2. Reveal information about ongoing investigations;**
- 5.1.3. Circumvent public record laws.**

5.2. Postings must maintain professionalism by:

- 5.2.1. Identifying FIRST 5 HUMBOLDT by name whenever posting on behalf of the commission.**
- 5.2.2. Using only appropriate language that is not foul, derogatory, disrespectful, inaccurate, or threatening.**
- 5.2.3. Using social media in a productive and informative manner.**
- 5.2.4. Being aware that what is written or posted by way of photographs or audio files will reflect on the Humboldt County Children and Families Commission; and use caution and care so that no use of social media results in damage to the organization or reputation of FIRST 5 HUMBOLT.**
- 5.2.5. Not providing, or publishing confidential material, or using such material as part of any posting.**
- 5.2.6. Not commenting on a community partner's practices.**
- 5.2.7. Not providing information relating to pending grant decisions, or other policy matters that could compromise negotiations between FIRST 5 HUMBOLDT and third party entities.**
- 5.2.8. Be aware that all content added to a social media site is subject to open records laws and discovery rules in legal cases.**
- 5.2.9. Be aware of the wide accessibility and the potential for long-term publicity of online posts.**
- 5.2.10. Do not direct online users to sites that are not viable, ethical, legal, and moral, or sites that would violate any administrative directives, such as those for political activity, fraud, waste, or abuse.**

5.3. Content Guidelines

- 5.3.1. Ensure that postings deliver a message that is consistent with FIRST 5 HUMBOLDT goals and directives, especially the four focus areas of Child Health, Family Strengthening, Early Childhood Care & Education, and Systems Integration.**
- 5.3.2. The Commission may approve endorsements of products or commercial enterprises (movie, books, activity) ONLY under exceptional circumstances (the content should be newsworthy, essential to one of our**

four focus areas, and not cost prohibitive). Representatives must apply directly to the Executive Director for permission to endorse a product or enterprise.

- 5.3.3. Whenever possible, use social media to direct traffic to our primary website—www.humkids.org
 - 5.3.4. Promote FIRST 5 HUMBOLDT by finding and sharing information that is interesting and helpful to our followers. If possible, encourage them to share with their network and provide an example of how to do this.
 - 5.3.5. As a FIRST 5 HUMBOLDT representative, be cognizant of the fact that you are part of the Commission's brand, therefore be sure that what you post is related to FIRST 5 HUMBOLDT's work and is not controversial. If there is uncertainty, discuss with the Executive Director.
 - 5.3.6. FIRST 5 HUMBOLDT's audience is comprised of stakeholders, politicians, and grantees. Communication should be clear, accurate, and useful.
 - 5.3.7. Maintain correct punctuation and grammatical usage and proofread postings to eliminate misspellings.
- 5.4. Managing Comments.
- 5.4.1. Positive comments should be noted and archived.
 - 5.4.2. Misinformed comments should be politely corrected.
 - 5.4.3. Critical comments that don't merit correction should be ignored.
 - 5.4.4. Vulgar or extremely off-topic comments should be removed.
 - 5.4.5. Don't remove a post just because it is critical or misinformed. It's an opportunity to educate.
 - 5.4.6. Think before responding to hate-speech or negative comments. For FIRST 5 HUMBOLDT Representatives, discuss with the Executive Director before taking action.

6. SECURITY AND CONFIDENTIALITY

- 6.1. All social media sites are the property of the Humboldt County Children and Families Commission. All User IDs and passwords must be disclosed to the Executive Director.
- 6.2. FIRST 5 HUMBOLDT representatives may not neglect or abuse their social media accounts. Accounts must be monitored a minimum of once a week, and any breaches must be reported within 24 hours of discovery.
- 6.3. FIRST 5 HUMBOLDT representatives and grantees must be mindful to prevent fraud and unauthorized access to accounts, and preserve the confidentiality of access passwords.

References

- County of Humboldt, Social Media Policy, 2012.
- First 5 Fresno County, Internal Social Media Guidelines, 2012.
- First 5 Ventura County, Social Media Guidelines, 2011.



Healthy Beverage Policy

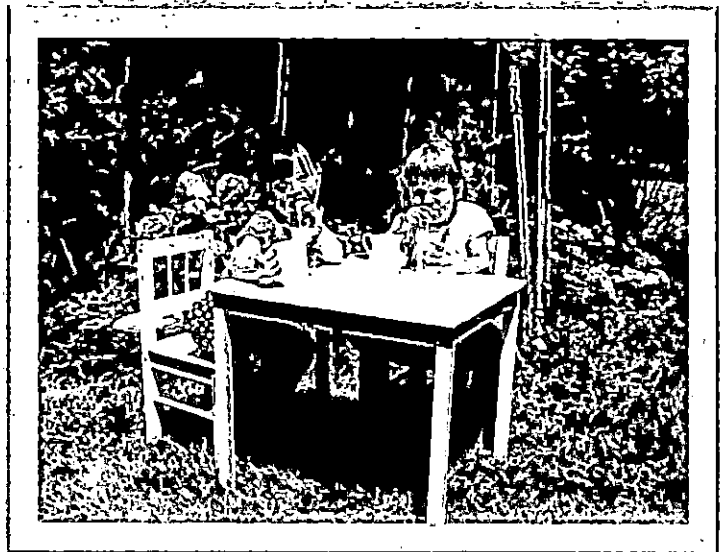
Effective Date: May 19, 2015

FIRST 5 HUMBOLDT strives to promote health and wellness through the promotion of healthy beverages. All FIRST 5 staff, and grantees receiving FIRST 5 funding, are expected to be role models for the families they serve. Given the strong link between sugar-sweetened beverage consumption and obesity, beverages purchased with funding received from FIRST 5 HUMBOLDT and served during FIRST 5 HUMBOLDT funded events, meetings, programs, activities, and celebrations are required to meet the following nutritional guidelines:

Beverages for Children

As mentors and role models for children and families, FIRST 5 HUMBOLDT recommends that grantees provide the following healthy opportunities to the community:

- Provide water free of charge, served in pitchers rather than individual plastic bottles, whenever possible to reduce the environmental impact.
- Healthy beverages for children in addition to water:
 - Unflavored milk, e.g. cow, goat, soy, rice, almond, oat, etc. (ages 2 and older);
 - Carbonated water with no sweeteners, flavored or unflavored;
 - 100% fruit juice portioned according to the American Academy of Pediatrics, 4-6 oz. for children ages 2 – 6;
 - Consider whole fruit slices in place of juice.



Beverages for Adults

During meetings and events where there are ONLY adults, the following beverage recommendations apply:

- Water with no sweetened additives;
- Non-caloric beverages, such as coffee or tea;
- Carbonated water with no sweeteners, flavored or unflavored;
- Unflavored milk, e.g. cow, goat, soy, rice, almond, oat, etc.
- 100% fruit juice.

Regardless of funding source, FIRST 5 HUMBOLDT strongly encourages serving healthy beverages during activities for young children and their families.