



Humboldt County Department of Health and Human Services
Public Health Department
507 F Street
Eureka Ca, 95501

Dear Humboldt County Department of Health and Human Services:

Nurse-Family Partnership, a Colorado nonprofit corporation (“NFP”), is pleased to make an investment of Five Hundred Thousand (\$500,000) over five years from the Nurse-Family Partnership National Service Office to support the hiring and employment of a mental health clinician at the Humboldt County Department of Health and Human Services - Public Health Department (“Agency” or “you”) to serve NFP clients.

We are investing in you so more vulnerable moms will receive the care and support they need to have healthy pregnancies and achieve better lives for themselves and their families. This request is being funded by a philanthropic gift to NFP from the Dean and Helen Witter Family Fund.

NFP is prepared to support you during the term of this investment with a restricted grant (the “Investment”) as described below and by providing other services and support as described in the [Implementation Support Services Agreement, dated July 1, 2018 as amended] (the “Implementation Agreement”).

This letter of agreement, including all exhibits, which are attached and incorporated by this reference (the “Agreement”), is effective as of January 1, 2020 and sets forth the terms and conditions of the Investment.

The parties agree that the Investment is expressly contingent on Agency satisfying the terms of this Agreement, including meeting the milestones set forth in Exhibit A (the “Milestones”).

What NFP Will:

1. Invest in Agency.

NFP will invest up to Five Hundred Thousand (\$500,000) in Agency over a period of five years. NFP will make payments in accordance with the payment schedule and Milestones

2. Notify Agency If Payments Will Not Be Made. NFP will notify Agency in writing, at least 30 days before the scheduled payment date, if any payment from NFP will not be made as

scheduled because Agency has not fulfilled its obligations or met the Milestones. The notification will detail where Agency is not making satisfactory progress. NFP will meet with Agency to attempt to resolve the issues detailed in the notification. If the payment will not be made for any other reason, NFP will notify the Agency as soon as is practical.

3. **Manage Information and Expectations.** NFP will work with Agency on its preparation of its quarterly reports.

The payment and reporting schedules may be changed by NFP under certain circumstances, such as identification of risks that need additional attention or material changes in circumstances that may affect the successful completion of Milestones. To minimize the impact on Agency, any such modifications will be discussed in advance with Agency. If Agency believes that its performance will be materially affected by any such material changes, events or issues, Agency shall promptly provide a written report to NFP. Such a report must describe the relevant events or situation and Agency's proposed action plan. Any material change in Agency's plans must be approved by NFP.

4. **Retain Right to Revise Terms or Declare Investment Terminated.** If there is a material change in the administration of Agency or the other funding supporting Program delivery or if NFP believes Agency is incapable of satisfactorily completing the work of the investment or meeting the Milestones, or if Agency has breached any material term, representation or warranty set forth in this Agreement, or if circumstances regarding NFP's available funding significantly change, NFP may, at its discretion, declare the investment terminated, or unilaterally revise the terms and conditions of, the investment. NFP will meet with Agency to attempt to resolve the issues by having a teleconference with the Public Health and Nursing leadership staff before making such a declaration. If declaration to terminate the agreement is determined by NFP, NFP will attempt to provide the agency with written notification of the decision at least 60 days before the termination date of the agreement. Payment will continue up to the date of termination.
5. **Communication.** NFP will issue one national press release after all agencies have signed their Incentive Fund agreements. The press release will announce all implementing agencies that have received Incentive Fund awards. NFP will review Agency's communications regarding the Investment to ensure strategic alignment.

What Agency Will Do:

1. **Implement the Program with Fidelity to the Model.** Agency shall implement the Program in accordance with the terms of the Implementation Agreement, as amended, adhering to the Model Elements, including, but not limited to, Model Element 12, which states that a "full time Nurse Home Visitor carries a caseload of 25 or more active Clients." Agency shall provide NFP with at least three (3) months' advance written notice of any circumstances that suggest Agency may not meet the fidelity standards. The placement of a Mental Health Clinician with the Agency Program is not currently a Model Element. The Mental Health Clinician visits will not supplant Nurse Home Visitor encounters and will be utilized as an adjunct of services provided to Clients.
2. **Milestones.** Agency will meet the Milestones outlined in Exhibit A. Agency shall notify NFP as soon as possible after becoming aware that Agency may not meet the Milestones in the

specified timeframe, and will work with NFP to create an action plan for correction.

3. **Notify NFP of Key Personnel Changes.** Agency will notify NFP immediately of any changes in key personnel in the leadership team or for the Mental Health Clinician hired as part of this expansion.
4. **Comply with Reporting and Meeting Requirements.** Agency will comply with the reporting requirements detailed in Exhibit B.
5. **Representations and Warranties.** Agency represents and warrants to NFP that: (1) it is qualified to receive charitable contributions and has the full power and authority to make and enter into this Agreement, to perform its obligations hereunder; and (2) Agency's entering into and performing its obligations under this Agreement do not violate any applicable law or any agreement with or right of any person.
6. **Ensure That All External Communications About the Investment Meet NFP's Guidelines.** After NFP has issued the national press release announcing all agencies that have received Incentive Funds, Agency will be able to share this national press release. All internal and external communication about the investment will be identified as "with support from the Nurse-Family Partnership Incentive Fund". Agency shall be open and available to do presentations, information calls and other types of communication (in person or online) to inform stakeholders, funders, peer agencies and others about NFP's Better Worlds Campaign to Reach 100K Moms through the Incentive Fund. Agency will use NFP brand guidelines (logo, the right naming conventions, etc.) in all NFP business
7. **Use of Funds:** Agency shall use the investment for the purposes and in the manner provided in this Agreement. No portion of the investment may be expended for any purpose other than as provided in this Agreement without the prior written approval of NFP. No portion of the investment may be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder (the "Code"), or to influence the outcome of any public election or to carry on a voter registration drive within the meaning of Section 4945(d)(2) of the Code.
8. **Future Funding.** Agency acknowledges that NFP and its representatives have made no actual or implied promise of funding except for the total of up to \$500,000 specified by this Agreement. If the investment is terminated or if any of the grant funds are returned, Agency acknowledges that NFP will have no further obligation to Agency relating to this investment upon such return or termination.

Payment and Milestones.

NFP will make payments totaling Five Hundred Thousand (\$500,000) over the term of the donation, provided Agency has satisfied all conditions in the Agreement:

Payments of One Hundred Thousand (\$100,000) over five-year period for a total donation of Five Hundred Thousand (\$500,000). Payments will be made as follows:

Tentative Investment Payment Date	Amount of Payment
Upon Execution of Donation Agreement	\$50,000
January 2020	\$50,000

For the subsequent Fiscal Years 2-5th year of the donation payments will be made as follow:

Tentative Investment Payment Date FY 2020/2021	Amount of Payment
July 1, 2020	\$50,000
January 1, 2021	\$50,000

Tentative Investment Payment Date FY2021/2022	Amount of Payment
July 1, 2021	\$50,000
January 1, 2022	\$50,000

Tentative Investment Payment Date FY 2022/2023	Amount of Payment
July 1, 2022	\$50,000
January 1, 2023	\$50,000

Tentative Investment Payment Date FY 2023/2024	Amount of Payment
July 1, 2023	\$50,000
January 1, 2024	\$50,000

Nurse-Family Partnership looks forward to working with you to reach more families and improve the lives of more moms and babies. Thank you for the opportunity to work with you.

Sincerely,

Frank Daidone
Chief Executive Officer

Accepted:
Agency: County of Humboldt - Department of Health and Human Services, Public Health

Taxpayer I.D. # 94-6000513

By: _____ Date: _____
Michele Stephens, DHHS – Public Health Director

EXHIBIT A – MILESTONES

1. Service Capacity and Families Served

A. **Staffing.** Agency shall hire one (1) Mental Health Clinician in accordance with the table below. For vacant positions, Agency shall post positions within thirty (30) business days of the effective date of the vacancies and demonstrate best efforts to conduct interviews and fill the positions with qualified applicants as soon as possible.

B. **Capacity / Caseload.**

- a. 13-15 individual clients to receive enhanced mental health treatment.
- b. Providing case consultation to nurse team members on mental health issues.

C. 2-3 goals selected by Agency.

Anticipated Date of Completion	Goal
Upon approval of the agreement estimated timeframe February 2020 to July 2020.	Recruit, interview, hire for Mental Health Clinician position.
Upon hire of the Mental Health Clinician Estimated February 1, 2020 to July 1, 2020	Mental Health Clinician to attend NFP Unit II Core Education in Denver. Begin enrolling clients in enhanced mental health services with NFP.
Estimated time is based on activities above	Actively enroll clients into enhanced mental health services. Mental Health Clinician to complete all NFP Core Education.
July 1, 2020 to September 1, 2020	Reach maximum caseload of 13-15 clients.
Ongoing	Complete Satisfaction questionnaire and Clinician Disposition report on the status of clients at closure of services.

EXHIBIT B – REPORTING AND MONITORING

Reporting. During the Investment Term, Agency shall report to NFP the following Milestones (template will be emailed to Agency). Timing of Reports: Agency shall provide written progress reports using the reporting template on the schedule outlined below:

Report	Report Due Dates
Report 1	January 15
Report 2	July 15

In addition, the Agency agrees to provide additional feedback and support to prepare requests for additional investments.

EXHIBIT C – BUDGET

		Estimated total Cost for Implementation of MH Clinician Home Visiting	\$100,000 of estimated funding	Other County funds/contributions
YEAR 1 - 2020				
A. Personnel				
Position Title	FTE	Annual Salary	Annual Salary	Annual Salary
Mental Health Clinician	1.0	63,378.00	61,354.00	2,024.00
Supervising Mental Health Clinician	0.02	1,874.00	-	1,874.00
Fringe Benefits		41,540.00	38,646.00	2,894.00
Total Personnel		106,792.00	100,000.00	6,792.00
B. Operating Expenses				
1. <u>Facilities Cost</u> – This includes rent, household expenses, maintenance of structures, advanced security costs and utilities.		3,187.00	-	3,187.00
2. <u>General Office Supplies</u> – This includes purchase of a laptop to be used both in the office and during home visitation.		1,300.00	-	1,300.00
3. <u>Telecommunications</u> – This includes charges for landlines and monthly cell phone charges.		607.00	-	607.00
4. <u>Training</u> – This includes expenses for Nurse Family Partnership training in Denver, Colorado.		5,000.00	-	5,000.00
5. <u>Travel</u> – This includes local mileage related to home visits.		2,500.00	-	2,500.00
Total Operating		12,594.00	-	12,594.00
C. Indirect Costs				
Indirect Costs (up to 25% of Total Personnel Cost)		5,340.00	-	5,340.00
Total Costs		124,726.00	100,000.00	24,726.00

YEAR 2 - 2021		Estimated total Cost for Implementation of MH Clinician Home Visiting	\$100,000 of estimated funding	Other County funds/contributions
A. Personnel				
Position Title	FTE	Annual Salary	Annual Salary	Annual Salary
Mental Health Clinician	1.0	67,111.00	61,354.00	5,757.00
Supervising Mental Health Clinician	0.02	1,874.00	-	1,874.00
Fringe Benefits		42,905.00	38,646.00	4,259.00
Total Personnel		111,890.00	100,000.00	11,890.00
B. Operating Expenses				
1. <u>Facilities Cost</u> – This includes rent, household expenses, maintenance of structures, advanced security costs and utilities.		3,187.00	-	3,187.00
2. <u>General Office Supplies</u> – This includes purchase of a laptop to be used both in the office and during home visitation.		1,300.00	-	1,300.00
3. <u>Telecommunications</u> – This includes charges for landlines and monthly cell phone charges.		607.00	-	607.00
4. <u>Training</u> – This includes expenses for Nurse Family Partnership training in Denver, Colorado.		5,000.00	-	5,000.00
5. <u>Travel</u> – This includes local mileage related to home visits.		2,500.00	-	2,500.00
Total Operating		12,594.00	-	12,594.00
C. Indirect Costs				
Indirect Costs (up to 25% of Total Personnel Cost)		5,595.00	-	5,595.00
Total Costs		130,079.00	100,000.00	30,079.00

YEAR 3 - 2022

Estimated total Cost for Implementation of MH Clinician Home Visiting	\$100,000 of estimated funding	Other County funds/contributions
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A. Personnel

Position Title	FTE	Annual Salary	Annual Salary	Annual Salary
Mental Health Clinician	1.0	70,543.00	61,354.00	9,189.00
Supervising Mental Health Clinician	0.02	1,874.00	-	1,874.00
Fringe Benefits		44,159.00	38,646.00	5,513.00
Total Personnel		116,576.00	100,000.00	16,576.00

B. Operating Expenses

1. <u>Facilities Cost</u> – This includes rent, household expenses, maintenance of structures, advanced security costs and utilities.		3,187.00	-	3,187.00
2. <u>General Office Supplies</u> – This includes purchase of a laptop to be used both in the office and during home visitation.		1,300.00	-	1,300.00
3. <u>Telecommunications</u> – This includes charges for landlines and monthly cell phone charges.		607.00	-	607.00
4. <u>Training</u> – This includes expenses for Nurse Family Partnership training in Denver, Colorado.		5,000.00	-	5,000.00
5. <u>Travel</u> – This includes local mileage related to home visits.		2,500.00	-	2,500.00
Total Operating		12,594.00	-	12,594.00

C. Indirect Costs

Indirect Costs (up to 25% of Total Personnel Cost)		5,830.00	-	5,830.00
Total Costs		135,000.00	100,000.00	35,000.00

YEAR 4 - 2023		Estimated total Cost for Implementation of MH Clinician Home Visiting	\$100,000 of estimated funding	Other County funds/contributions
A. Personnel				
Position Title	FTE	Annual Salary	Annual Salary	Annual Salary
Mental Health Clinician	1.0	74,152.00	61,354.00	12,798.00
Supervising Mental Health Clinician	0.02	1,874.00	-	1,874.00
Fringe Benefits		45,478.00	38,646.00	6,832.00
Total Personnel		121,504.00	100,000.00	21,504.00
B. Operating Expenses				
1. <u>Facilities Cost</u> – This includes rent, household expenses, maintenance of structures, advanced security costs and utilities.		3,187.00	-	3,187.00
2. <u>General Office Supplies</u> – This includes purchase of a laptop to be used both in the office and during home visitation.		1,300.00	-	1,300.00
3. <u>Telecommunications</u> – This includes charges for landlines and monthly cell phone charges.		607.00	-	607.00
4. <u>Training</u> – This includes expenses for Nurse Family Partnership training in Denver, Colorado.		5,000.00	-	5,000.00
5. <u>Travel</u> – This includes local mileage related to home visits.		2,500.00	-	2,500.00
Total Operating		12,594.00	-	12,594.00
C. Indirect Costs				
Indirect Costs (up to 25% of Total Personnel Cost)		6,075.00	-	6,075.00
Total Costs		140,173.00	100,000.00	40,173.00

YEAR 5 - 2024		Estimated total Cost for Implementation of MH Clinician Home Visiting	\$100,000 of estimated funding	Other County funds/contributions
A. Personnel				
Position Title	FTE	Annual Salary	Annual Salary	Annual Salary
Mental Health Clinician	1.0	77,938.00	61,354.00	16,584.00
Supervising Mental Health Clinician	0.02	1,874.00	-	1,874.00
Fringe Benefits		46,862.00	38,646.00	8,216.00
Total Personnel		126,674.00	100,000.00	26,674.00
B. Operating Expenses				
1. <u>Facilities Cost</u> – This includes rent, household expenses, maintenance of structures, advanced security costs and utilities.		3,187.00	-	3,187.00
2. <u>General Office Supplies</u> – This includes purchase of a laptop to be used both in the office and during home visitation.		1,300.00	-	1,300.00
3. <u>Telecommunications</u> – This includes charges for landlines and monthly cell phone charges.		607.00	-	607.00
4. <u>Training</u> – This includes expenses for Nurse Family Partnership training in Denver, Colorado.		5,000.00	-	5,000.00
5. <u>Travel</u> – This includes local mileage related to home visits.		2,500.00	-	2,500.00
Total Operating		12,594.00	-	12,594.00
C. Indirect Costs				
Indirect Costs (up to 25% of Total Personnel Cost)		6,334.00	-	6,334.00
Total Costs		145,602.00	100,000.00	45,602.00