



Children and Families Commission

*GROWING CHILDREN... ONE BY ONE
Campaign for Kids*

Direct Service Contract

Contract #0607-15-303-702

THIS AGREEMENT is made this 1st day of January, 2007, by and between First 5 El Dorado Children and Families Commission and

El Dorado County Public Health
Gayle Erbe-Hamlin, Director of Public Health
931 Spring St.
Placerville, CA 95667
(530) 621-6191
(530) 626-4713

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Attachments:

- I. Scope of Work
- II. Evaluation Plan
- III. Budget & Quarterly Budget Report Form
- IV. Quarterly Scope of Work Report Form
- V. Semi-Annual Evaluation Report Form
- VI. Semi-Annual Performance Report Form
- VII. Budget Revision Request Form



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THIS AGREEMENT is made January 1, 2007, by and between First 5 El Dorado Children and Families Commission (“Commission”) and El Dorado County Public Health (“Grantee”).

RECITALS:

WHEREAS, Grantee has agreed to implement strategies that support the Goals and Objectives of the 2006-2011 STRATEGIC PLAN of the Commission, and the outreach, enrollment and retention efforts of the ACCEL Initiative (Health Access) of El Dorado County and the Regional Healthy Kids Healthy Future (a California non-profit corporation);

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

1. **SCOPE OF WORK:** Grantee agrees to provide all of the work described in the Scope of Work (Attachment I) attached hereto, and by this reference made a part hereof. Grantee also agrees to fulfill the Evaluation Plan attached as Attachment II.
2. **REPORTING REQUIREMENT:** Grantee shall submit Quarterly Scope of Work and Budget Reports (see Attachments IV & V) and Semi-Annual Evaluation Reports and Semi-Annual Performance Reports (see Attachments VI & VII) to the Commission according to the due dates detailed in this contract. Grantee shall also collect, record and report required data for program evaluation to the Commission.

Quarterly and Semi-Annual Reports are due to the Commission no later than the final Friday of the month following the end of each quarter. Quarters end on the following dates of each year: September 30, December 31, January 31, and June 30. If the due date for submission of a report falls on a standard holiday, the report will be due on the following regularly scheduled workday.

Substandard performance as determined by Commission staff will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by Grantee within a reasonable period of time after notification by Commission staff (usually within 30 days), the Commission may initiate contract suspension or termination procedures. Program evaluation components may not be modified by Grantee without prior written approval from Commission staff.

Grantee shall use funds derived from this Contract as outlined in the Budget (Attachment III) submitted to and approved by the Commission.



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Timeline for Quarterly Reports

FY 06-07 Quarter 3 (Jan. 1 st – March 31 st)	FY 06-07 Quarter 4 (April 1 st – June 30 th)
Due: April 27, 2007 ✓ Scope of Work ✓ Budget	Due: July 27, 2007 ✓ Scope of Work ✓ Budget ✓ Performance ✓ Evaluation

FY 07-08 Quarter 1 (July 1 st – Sept. 30 th)	FY 07-08 Quarter 2 (Oct. 1 st – Dec. 31 st)	FY 07-08 Quarter 3 (Jan. 1 st – March 31 st)	FY 07-08 Quarter 4 (April 1 st – June 30 th)
Due: October 26, 2007 ✓ Scope of Work ✓ Budget	Due: January 25, 2008 ✓ Scope of Work ✓ Budget ✓ Performance ✓ Evaluation	Due: April 25, 2008 ✓ Scope of Work ✓ Budget	Due: July 25, 2008 ✓ Scope of Work ✓ Budget ✓ Performance ✓ Evaluation

3. **PAYMENT & BUDGET**, All professional, technical documents and information developed under this agreement; writings, worksheets, reports and related data and materials shall become the property of the Commission. Basic data or information obtained by this agreement is made available to the commission without restriction or limitation of use, and no charges can be made for any of the foregoing. All payments of funds to the Grantee shall be made by and through the Office of the El Dorado County Auditor/Controller, upon approval by the Commission, in accordance with the following schedule (In the case of a multi-year contract, payments will be made yearly on the same schedule).

- A. Quarterly Budget reports submitted to the Commission according to the timeline outlined in section 2 of this agreement will serve as quarterly invoices that will be payable upon review and approval of Commission staff.
- B. The Commission shall forward payment request to the County Auditor/Controller within five (5) business days of approving quarterly reports.
- C. Grantee agrees to expend allocated Commission funds as outlined in the Contract Budget, attached as Attachment III. Grantee is permitted a budget variation of up to fifteen percent (15%) for each budget line item for the contract period. Any larger budget variation must be

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submitted in writing using the Budget Revision Request Form (Attachment VIII), and receive prior Commission approval. The Commission will not compensate Grantee for unauthorized services rendered by the Grantee, nor for claimed services which Commission contract monitoring shows have not been provided as authorized. If Commission has advanced funds for services later determined not to have been provided, Grantee shall refund requested amounts within five (5) days of demand by Commission. The Commission has the option of offsetting such amounts against future payments due to Grantee.

- D. Indirect costs charged to this grant shall not exceed the approved indirect cost rate of the El Dorado County Superintendent established by the California Department of Education's School Fiscal Services Division. For fiscal year 2006-2007 this rate has been set at 9.0%.
 - E. Quarterly Budget reports to the Commission shall be submitted per Attachment IV. Detailed records supporting expenditures will be available to the Commission for review upon request at Grantee's place of business. Any Subcontractor paid by the Grantee as authorized by the Commission, shall be required by Grantee to maintain detailed records for all amounts paid and will be required to provide Commission access to those records if necessary.
 - F. At the discretion of the Commission, all unspent funds that remain at the end of the contract year shall be returned to First 5 El Dorado when the contract period has been completed. Grantees are required to submit Quarterly Budget Reports.
 - G. The Commission shall have sole discretion to determine if a Grantee is eligible to carry over unspent funds into the following fiscal year. The unspent funds carried over may be deducted from the following fiscal year contract at Commission discretion.
 - H. The Commission shall have the right to reduce the amount of this grant to offset Commission expenditures incurred in support of activities related to this grant (i.e. premiums paid by the Commission to the Regional Children's Health Initiative, Healthy Kids Healthy Future).
4. **CONTRACT PERFORMANCE TIME:** All work required by this Contract shall be completed no later than (June 30, 2008). Grantee shall have until July 25, 2008 to complete and submit the final quarterly and semi-annual reports required by this contract.
5. **MAXIMUM COST TO COMMISSION:** Notwithstanding any other provision of this contract; in no event will the cost to the Commission for the work to be provided herein exceed the maximum sum of \$418,000 (\$268,000 FY 06-07 + \$150,000 FY 07-08).

6. **STATE REQUIREMENTS:** This Contract is funded by a First 5 Grant with monies from the California Children and Families Trust Fund (Health & Safety Code 130100-130155). Funding is guaranteed by the State of California First 5 sources. If the State of California's First 5 funds are no longer distributed, the contract shall be null and void within ninety (90) days of a written notice by certified mail to the contractor. The State of California, may, through First 5, enact requirements that affect the performance of the Grantee. If the State does impose new obligations affecting the performance of this Contract, Commission reserves the right to amend the Contract as necessary to comply with state requirements. Grantee will be notified at least thirty (30) days in advance if new requirements are to be imposed. No funds provided by the Commission shall be used for any political activity or political collaborations. All documents generated by this contract are subject to disclosure pursuant to the California Public Records Act.
7. **INSURANCE:** The Grantee 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 grantee in order to perform said services, the Grantee shall also provide comprehensive business or commercial automobile liability coverage including non owned and hired automobile liability in the amount of \$300,000.00.

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

The Commission shall be named as an additional insured on the commercial general liability policy. The insurer shall supply certificates of insurance and endorsements signed by the insurer evidencing such insurance to the Commission prior to commencement of work, and said certificates and endorsements shall provide for a minimum ten (10) day advance notice by the Commission 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, the Commission may suspend or recover payments to the Grantee for any work conducted during any time that insurance was not in effect and until such time as the Grantee provides adequate evidence that Grantee has obtained the required coverage. "Public agencies" (County Departments, cities, school districts, etc.) are exempt from this requirement.

8. **WORKER'S COMPENSATION:** The Grantee acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires 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. (Statutory or \$1,000,000. Employers Liability-minimum \$100,000)
9. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Grantee 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.
10. **SUBCONTRACTING:** The grantee shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Commission except for any subcontract work identified herein.
11. **ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Grantee and may not be transferred or assigned without the express prior written consent of the Commission.
12. **BOOKS OF RECORD AND AUDIT PROVISION:** Grantee 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. Grantee will permit Commission to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Grantee who participated in this Contract in any way.
13. **CONTRACT TERMINATION:** Time is of the essence with respect to this Contract. Grantee agrees to commence and to complete the work within the time schedules outlined within this Contract.
 - A. If the Grantee 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, the Commission may terminate this Contract by giving five (5) calendar days written notice to the party involved.
 - B. Failure of the Grantee to secure or obtain funding from other sources, which are needed by the Grantee to completely carry out the programs provided in this Contract may be grounds for termination of this Contract, at the discretion of the Commission.
 - C. Either party 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 for reasons deemed by the Commission not to be the fault of the Grantee, the Grantee shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Grantees shall refund any advanced funds, which were not used in accordance with this Contract.

14. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in performance of the work under this Contract, the Grantee, and the agents and employees thereof, shall act as an independent contractor and not as officers, employees or agents of the Commission.
15. **TITLE TO PROPERTY:** At the conclusion of this Contract, title to all expendable and nonexpendable personal or real property purchased with Commission funds shall vest with the Grantee if written certification is made to the Commission that the property will continue to be used for grant-related purposes and the Commission approves such certification in writing.

If the above-noted certification is not made or the Commission disapproves such certification, title to all property with an aggregate or individual value of \$500 or more shall vest with the Commission, and the grantee must await specific written instructions from the Commission regarding transfer of title or disposition.

16. **AMENDMENT:** This Contract may be amended or modified only by written agreement of all the parties.
17. **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 Grantee organization.
18. **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 El Dorado County, California.
19. **INDEMNIFICATION:** To the fullest extent allowed by law, Grantee shall defend, indemnify and hold Commission harmless against and from any and all claims, suits, losses, demands, and liability for damages including attorneys-fees and other costs of defense brought for or on account of injuries to or death of any person, or damage to any property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with services, operations or performance hereunder, caused by Grantee's negligence. This duty of Grantee to indemnify and save Commission harmless expressly includes the duties to defend set forth in California Civil Code section 2775. Commission shall give Grantee prompt written notice of any such demand, claim or suit against it, and Commission shall have the right to compromise or defend the same to the extent of his own interest.

To the fullest extent allowed by law, the Commission shall defend, indemnify, and hold the Grantee, and their officers, employee's agents, and representatives harmless against and from any and all claims, suites, losses, demands, and liability for damages, including attorney's fees and other costs of defense brought for or on account of damage to any property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with services, operations or performance hereunder, caused by Commission's negligence. This duty of Commission to indemnify and save Grantee harmless expressly includes the duties to defend set forth in California Civil Code section 2775. Grantee shall give Commission prompt written notice of any such demand, claim or suit against it, and Commission shall have the right to compromise or defend the same to the extent of his own interest.

20. **COMPLIANCE WITH APPLICABLE LAWS:** The Grantee shall comply with any and all state and local laws affecting the services covered by this Contract.
21. **RELIGIOUS ACTIVITIES:** If the Grantee is a religious organization, then Grantee 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.
22. **NOTICES:** Notices shall be given to Commission at the following location:

First 5 El Dorado
Children and Families Commission
Steven M. Thaxton, Executive Director
4111 Creekside Drive, Suite B
Shingle Springs, CA 95682

Notices shall be given to Grantee at the following address:

El Dorado County Public Health
Gayle Erbe-Hamlin, Director of Public Health
931 Spring Street
Placerville, CA 95667

23. **TAX STATUS:** A Grantee 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.



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24. **ADVERTISEMENT:** The Grantee agrees to use the First 5 - El Dorado logo on all documents related to this contract.
25. **COLLABORATION:** The Grantee agrees to participate in periodic trainings and meetings scheduled by the Commission. Based on the principles of First 5 El Dorado to maximize existing community resources serving children under five and their families, Grantee agrees to integrate the promotion of the following services into the activities of this grant:
- A. Early Childhood Intervention: Promotion and provision of developmental screenings for children under 5 years of age
 - B. School Readiness Programs: Story Times, and Family Literacy Activities at local elementary school libraries and county library sites, along with transition programs that support
 - C. Kits for New Parents: Books, videos and pamphlets with important information for parents of newborn children
 - D. Comprehensive Approaches to Raising Educational Standards (CARES): Stipends for local early care and education providers taking college classes to further their education and advance their permit level and/or degree
27. **DATA COLLECTION:** Grantee agrees to collect data and report to the Commission for the purposes of program planning and evaluation. Data collection shall include, but is not limited to:
- A. Number of children less than 3 years, and 3 to 5 years of age that receive services through this First 5 El Dorado grant.
 - B. Number of parents/guardians of children 0-5 years of age that receive services through this First 5 El Dorado grant.
 - C. Age, ethnicity, primary language and school district of residence of children and parents/guardians that receive services through this First 5 El Dorado grant.
 - D. Number of children with special needs served through this First 5 El Dorado grant.



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

APPROVED BY:
CHILDREN AND FAMILIES COMMISSION OF EL DORADO COUNTY

Commissioner Date

Commissioner Date

Executive Director Date

GRANTEE:

COUNTY OF EL DORADO

By: _____ Date: _____
Helen K. Baumann, Chair
El Dorado County Board of Supervisors

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____