

AGREEMENT NO. _____

THIS AGREEMENT is made this _____ day of November, 2016, by and between the County of Yolo ("County") and Yolo County Children's Alliance ("Contractor"), who agree as follows:

TERMS

1. Contractor shall conduct activities relating to the delivery of services to children in our community as set forth in Exhibit A: Scope of Work. The services and obligations of Contractor may not be assigned or subcontracted without the express written consent of the County.
2. Services shall be performed between July 1, 2016 through June 30, 2017.
3. Contractor shall invoice the County on the quarterly basis for a lump sum of of \$43,750 each quarter. The total compensation amount for fiscal year 2016-17 shall not exceed one hundred seventy-five thousand dollars (\$175,000).
4. Contractor, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit B, attached hereto and incorporated herein by this reference.
5. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted by state law or policy, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
6. Contractor shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest.
7. This Agreement is subject to the County appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget does not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

8. If Contractor fails to perform any part of this Agreement, the County may notify the Contractor of the default and Contractor shall remedy the default. If Contractor fails to do so, then, in addition to any other remedy that County may have, County may terminate this Agreement and withhold any or all payments otherwise owed to Contractor pursuant to this Agreement.
9. Contractor understands that it and its staff are not employees of the County and are not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
10. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the County. Contractor shall deliver all of the foregoing to the County upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Contractor shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to County for audit and discovery purposes.
11. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
12. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with the applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
13. Either party may terminate this Agreement for any reason upon the provision of 15 (fifteen) days written notice to the other party. County shall have no obligation to pay Contractor any further funds for services provided by Contractor after the effective date of any termination sent under this Paragraph. County shall be obligated to pay Contractor for all services provided by Contractor up to the effective date of the termination, and Contractor shall repay County any amount of compensation paid in advance for services following the effective date of termination.
14. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

YOLO COUNTY CHILDREN'S ALLIANCE

COUNTY OF YOLO

Katie Villegas, Executive Director

Jim Provenza, Chair
Board of Supervisors

Attest: Julie Dachtler, Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

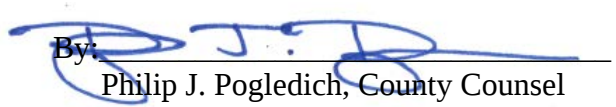
By: 
Philip J. Pogledich, County Counsel

Exhibit ! Scope of Work

Yolo County Children's Alliance FY16-17 Work Plan

Goal	Key Objectives	Performance Goals	Timeframe
Sustain Family Resource Center services	Services <u>Application and Navigation Assistance</u> for Medi-cal, Covered CA., Kaiser Child Health Plan and CalFresh (Clarksburg, West Sacramento, Woodland, and Davis) <u>Food Distribution</u> (Clarksburg & West Sacramento) <u>Play School Experience</u> (Clarksburg, and West Sacramento) <u>Crisis Case Management</u> for employment, housing, domestic violence, sexual assault, legal services, utility assistance, basic needs etc. (West Sacramento) <u>Resource Referrals</u> (West Sacramento, Clarksburg, Woodland, Davis)	Services <u>Application and Navigation Assistance</u> Health Insurance 400 new and re-enrollments CalFresh 100 new and re-enrollments, SAR7 Navigation Assistance 50 unduplicated individuals <u>Food Distribution</u> 48 distribution events West Sac; 22 events Clarksburg 400 unduplicated households served <u>Play School Experience</u> 96 sessions in West Sacramento; 48 Clarksburg 35 unduplicated attendees West Sac; 10 Clarksburg <u>Crisis Case Management</u> 20 households receive Case Management service <u>Resource Referrals</u> 215 unduplicated households receive referrals Resource & referral surveys completed	6/30/2017 unless otherwise noted

Goal	Key Objectives	Performance Goals	Timeframe
	<u>Evidence Based Parenting Workshops</u> (West Sacramento) <u>Volunteer Income Tax Assistance</u> (West Sacramento) <u>Delta Mercury Exposure Reduction MERP Program</u> (Countywide) <u>Emergency Food Vouchers</u> (West Sacramento, Davis, Woodland, Clarksburg) <u>Youth Promotores</u> (West Sacramento) <u>Summer Night Brite</u> (West Sacramento) <u>Free Bikes and Helmet Program</u> (West Sacramento)	<u>Evidence Based Parenting Workshops</u> 45 unduplicated parents attending at least 1 session 34 unduplicated parents complete at least 5 sessions 25 parents who complete at least 5 sessions show positive movement on Nurturing Parenting Program survey <u>Volunteer Income Tax Assistance</u> 500 households assisted with tax return preparation Coordination of county-wide effort <u>Delta Mercury Exposure Reduction MERP Program</u> 10 Peer Health Educators recruited and trained 3 stakeholder organizations involved 8 targeted community activities 2,000 people reached <u>Emergency Food Vouchers</u> 178 vouchers distributed and used <u>Youth Promotores</u> 1 youth developed community project implemented <u>Summer Night Brite</u> City youth activity program staffed <u>Free Bikes and Helmet Program</u> 25 bikes and helmets distributed Safety training provided	 5/2017 12/31/16

Goal	Key Objectives	Performance Goals	Timeframe
	<u>Russian story time</u> (West Sacramento) <u>Emergency Clothes and Food closet</u> (West Sacramento) <u>Emergency Bus Passes</u> (West Sacramento, Davis, Woodland) <u>Book Giveaway</u> (West Sacramento, Woodland, Clarksburg) Events <u>Family Fun Barn</u> (Woodland & Countywide) <u>Back to School Health Fair</u> (West Sacramento) <u>Harvest Festival</u> (West Sacramento) <u>Community Giveaway Day</u> (West Sacramento) <u>Holiday Toy Distribution</u> and Adopt-A-Family Program (West Sacramento, Woodland, Clarksburg, Davis) <u>Family Game Night</u> (West Sacramento)	as needed as needed as needed Events help us meet our objectives and performance goals, in addition to building 2 of 5 core “protective factors”: links to resources in times of need, and supporting relationships and mutual support networks.	8/2016 9/2016 10/2016 11/2016 12/2016 5/2017
Develop and implement Yolo Family Strengthening Network/Child Abuse Prevention Committee Strategic Plan	Convene Yolo Family Strengthening Network Strategic Planning Session Coordinate the implementation of Community Cafés Increase adoption of the Strengthening Families™ Framework increase its use Provide Child Abuse Prevention Month materials that support Protective Factors	Strategic Planning session convened 4 Community Cafés held Community Café surveys completed Strengthening Families skill survey completed Child Abuse Prevention month materials distributed to 20 family serving agencies and organizations	9/2016 6/30/2017 unless otherwise noted

Goal	Key Objectives	Performance Goals	Timeframe
Sustain Step x Step / Paso a Paso family support program	Provide in home family support services	50 families receive in-depth, ongoing case management services:	6/30/2017 unless otherwise noted
	Adhere to Health Families America model evidence based program requirements	• Medical home established • Immunizations current • Family Strengthening and Parenting curriculum provided • Connected to resources • Family Goals set • Assessment tools administered and appropriate follow up and referral provided (for child development, maternal mental health, domestic violence, etc.)	
	Convene and engage Community Advisory Board	3 Community Advisory Board meetings convened	
	Develop and maintain collaborative relationships with local agencies and hospitals	Receive referrals	
	Maintain accreditation status	Pass re-accreditation	
	Implement Spanish language mother's support group in collaboration with Woodland Health Care	Regular group meetings implemented	4/2017
	Events Community Baby Shower	Event completed with at least 5 community collaborators	
Efficient delivery of stage 1 child care services payments	Implement Stage 1 Child Care Services Payments program	Provider payments processed Provider surveys completed	6/30/2017 4/2017

Goal	Key Objectives	Performance Goals	Timeframe
Participate in policy, advocacy, and collaborative efforts as they relate to our programs and services	Participate in pertinent local, regional, and state-wide collaborative meetings	Participated regularly with the following: Perinatal Mental Health Collaborative Blue Ribbon Commission Yolo Breast Feeding Coalition Maternal Child Adolescent Health Advisory Board Yolo County Health Council California Coverage and Health Initiative Covering Kids and Families California Family Resource Association	6/30/2017
	Convene Yolo Health Insurance Coordinating Committee meetings regularly	6 meetings convened; surveys completed	6/30/2017
Identify funding sources and models for sustainability	Explore broker model for health insurance enrollment	Decision made about whether or not to pursue broker model	6/30/2017 unless otherwise noted
	Continue as MediCal Administrative Activities MAA claiming unit	MediCal Administrative Activities MAA invoices submitted	
	Develop local relationships	Outreach events attended, including United Way agency fairs	
	Maintain regular communication with donors and local community	4 newsletters published per year Redesign website Redesign program and organizational brochures 3 press releases per year 12 social media posts per year	
	Submit grant proposals	4 proposals submitted per year; \$100k secured	
	Solicit sponsorships	3 sponsorships secured; \$10k	
	Explore online auction	Online auction implemented; \$1,000 net	12/2016

Goal	Key Objectives	Performance Goals	Timeframe
	Implement partnered fundraising events (such as with Bogel vineyards, West Sac Foundation raffle, pizza night at Woodstocks, etc.)	2 events per year; \$2,000 net	
	Implement targeted drives to develop stock of supplies for families in need	2 drives per year	
	Implement large fund raising event tied to Child Abuse Prevention Awareness Month	Event completed; \$15k net	

EXHIBIT B

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or

excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.