

INDEPENDENT CONTRACTOR AGREEMENT

Washington Early Learning Fund, d/b/a Thrive Washington (“Thrive”) and Clark County Public Health (“Contractor”) hereby enter into this Agreement as of January 1, 2017 (the “Effective Date”).

Maximum Contract Total: \$26,012.78

Contract ID: 538
Contract Term: January 1, 2017 – June 30, 2017
Tax ID Number: 916001299
DUNS Number: 030783757
Project Lead: Ms Pat Shaw
Purpose: FY17 Home Visiting Services Account
Federal Subrecipient: No
Research and Development Contract: No
CFDA: N/A
Federal Program: N/A

1. **Services.** Contractor shall perform all services listed in the approved proposal and budget (referred to herein as the “Project”), and for which excerpts (Implementation Plan and Budget) have been incorporated as Schedule A.
2. **Payment.** Thrive will reimburse Contractor for expenditures incurred each month, according to the terms provided in Schedule B, provided that Contractor performs the services. Monthly expenditures will be reported using the online reporting system. Payment is based on the assumption that funds are available to Thrive for disbursement to the Contractor. In the event that funds are not available to Thrive, Thrive reserves the right to amend the payment terms and the amount of the Maximum Contract Total. The term of this Agreement (“Term”) begins on the Effective Date, and the Contractor agrees to not incur any expenses on the Project using Thrive funding prior to the Effective Date. The Term end date is June 30, 2017 or earlier in the event of non-compliance.
3. **Payment Information.** Contractor agrees to provide Thrive with all information necessary to correctly issue such payments, including but not limited to bank name, routing number, account number, and account type. If Contractor fails to provide such information in response to Thrive’s written request, then Thrive may withhold payments to Contractor until Contractor provides such information.
4. **Independent Contractor.** In executing the Project, Contractor will act as an independent contractor and not as an employee or agent of Thrive. This Agreement does not create an agency, partnership, joint venture, franchise, or employment relationship between the parties. Contractor has no authority to obligate Thrive. Thrive will not be liable for any of Contractor’s expenses, except as expressly stated in Schedule B. Thrive will not make deductions from any amounts payable to Contractor for taxes. Contractor will be responsible for and will pay all taxes related to the receipt of payments from Thrive.
5. **Budget.** Contractor further agrees that funds provided under this Agreement will be expended as specifically itemized line by line in the Budget provided in Schedule A, and that transfers within expense categories of the budget in excess of 10% of the award amount will not be made unless

approved by Thrive.

6. **Travel Budget:** Included in the total contract is a Travel to Thrive Mandatory Trainings budget line item. Contractor agrees that funds allocated in this line item will be used for travel to Thrive All Cohort Trainings and Model-Lead Trainings unless authorized by Thrive. Travelers must be prudent when planning and conducting essential business travel, ensuring they select travel alternatives that are the most economical. Thrive recommends that the Contractor expends these for lodging, per diem, and meal expenses at current state travel reimbursement rates and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel can be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>. Underspent funds in this line item are eligible for reallocation to other approved budget lines upon request and approval by Thrive staff. These funds are subject to monitoring via Thrive's annual sub-recipient monitoring of the Contractor.
7. **Reporting and Other Contract Requirements.** Contractor agrees to submit program and expense reports, as well as perform all other requirements outlined in Schedule B, on or before the dates indicated therein. Thrive reserves the right to aggregate, disaggregate, analyze, reproduce, and/or disseminate the data provided in Program Reports, Financial Activity Reports, or any other reports submitted to Thrive with respect to the Project. Use of any data by Thrive will be restricted exclusively to charitable purposes.
8. **Data Collection and Evaluation.** Thrive will conduct research and evaluation regarding the projects funded through its home visiting program. Contractor agrees to participate in these evaluation efforts and will fulfill the data collection and reporting requirements specified in Schedule C, Data Collection and Evaluation Requirements. It will be the obligation of Thrive representatives, Contractor, and other contractors to provide protections and assurances regarding the confidentiality of data, samples of work (in any media format) and/or interview comments provided by participants. Contractor also agrees to provide Thrive with the results of any independent or self-directed evaluation or research undertaken with respect to the Project.
9. **Subcontracting.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of Thrive. All subcontracts must be in writing and in effect before Subcontractor services begin. "Subcontractor" shall mean one who is not employed by the Contractor, but who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractors in any tier. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to Thrive for any breach in the performance of the Contractor's duties. The Contractor is responsible to Thrive and DEL for the performance and monitoring of the Subcontractor to ensure compliance with the terms, conditions, assurances, and certifications of this Contract. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.
10. **Recordkeeping.** Contractor agrees to keep records in a searchable and easily read form sufficient to account for all receipts and expenditures of contract funds. These records as well as supporting documentation will be archived by Contractor's office for at least six (6) years after the end of the Term. Contractor agrees to make such books, records, and supporting documentation available to Thrive for inspection, if requested.

11. **Confidentiality.** Contractor will hold in strictest confidence any non-public information that Thrive designates as being confidential during the term of this Agreement and for six (6) years thereafter. Contractor will not disclose confidential information to any third party, and will not use any confidential information other than as necessary for Contractor to perform its obligations under this Agreement. This Section will not apply to information (a) that was known to Contractor before Thrive's disclosure, or information that becomes publicly available through no fault of Contractor; or (b) that Contractor can demonstrate was independently developed or received by Contractor with no breach of any duty owed by a third party to Thrive independent of this Agreement. Contractor may disclose confidential information as required by applicable law, legal process or any order of a court or other governmental authority, but Contractor will give Thrive notice reasonably sufficient to allow Thrive to have an opportunity to object to such disclosure in advance, unless providing such notice would violate applicable law.
12. **Intellectual Property.** Contractor shall retain all copyrights and other intellectual property rights to written work produced as a result of this award, including but not limited to work product listed in Schedule B. Contractor grants to Thrive a nonexclusive, irrevocable, perpetual, and royalty-free license to access, reproduce, publish, copy, alter or otherwise use such written work, for any purpose consistent with Thrive's continuing status as an organization described in Section 501(c)(3) of the Code. Project materials may be reproduced (but not morphed, amended, revised, or redesigned) by any other party, on a worldwide, non-exclusive basis and without fee in connection with their own educational or program purposes, but may not be used in connection with sales or distribution for profit. The owner must approve any use of project materials not specifically permitted under this provision, in advance and in writing. As appropriate, all materials shall contain an attribution of ownership.
13. **Third-Party Rights.** Contractor warrants that written work product produced under the terms of this Agreement will not infringe, misappropriate, or violate the rights of any third party, or incorporate or be derived from the intellectual property of any third party, without Thrive's prior written consent.
14. **Monitoring and Non-Compliance.** Throughout the course of the Term, Thrive will monitor compliance with contract requirements (Schedule B, Section 1), progress toward completion of the Implementation Plan (Schedule A), and performance as outlined in Schedule D. If Thrive (a) encounters non-compliance with the terms outlined in the Agreement on the part of Contractor, or (b) is not satisfied, in its sole discretion, with the quality of Contractor's work, Thrive will follow to make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action through Implementation Improvement processes, as outlined in Schedule D. Failure to meet the corrective actions can result in Non-Compliance Courses of Action, as outlined in Schedule D.
15. **Early Termination.** Thrive may terminate the contract prior to the end of the Term if satisfactory compliance is not reached after reasonable efforts have been made to restore compliance, as outlined in Schedule D. In the case of such early termination, Contractor is required to immediately repay the full amount of any funds which Contractor did not spend as of the date of the notice of termination, and Thrive shall have no further obligation to distribute any funds to Contractor.

16. **Change in Key Personnel.** The success of the approved Project is largely contingent on the Project Lead(s) identified in the proposal. Should there be any material change in job description, level of authority, or employment status of Project Lead(s) during the Term, Thrive requires that Contractor notify Thrive staff within 30 days of the change.
17. **Equipment Purchase, Maintenance, and Ownership.** The Contractor agrees that any depreciable equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, is upon its purchase, the property of Thrive and will be used only for the Project. The Contractor agrees to establish and maintain transaction documents (purchase requisitions, packing slips, invoices, receipts) and maintenance records of equipment purchased with Contract funds. The Contractor shall be responsible for any loss or damage to property of Thrive that results from the negligence of the Contractor or that results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices. In the case of Early Termination, the Contractor agrees that all such equipment will be returned to Thrive unless otherwise agreed upon in writing by the Contractor and Thrive.
18. **Nondiscrimination.** Contractor must maintain non-discriminatory policies that apply to both employment and clients receiving services with regard to race, color, age, gender, marital status, sexual orientation, political ideology, age, creed, religion, heritage, ancestry, national origin or sensory, mental, or physical ability throughout the Term.
19. **Warranties.** Contractor warrants that Contractor has full power and authority to enter into this Agreement and has the right to perform the Project in accordance with this Agreement.
20. **Indemnification.** As a condition to this Agreement, each party (“Indemnifying Party”) agrees to indemnify, defend and hold the other party harmless and against any and all liability, loss, and expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, negligent actions or omissions by the Indemnifying Party or any of its officers, agents, employees, subcontractors, contractors, or grantees with respect to this Agreement. Further, no provision of this Agreement shall inure in any way to the benefit of any third party so as to constitute such party as a third-party beneficiary of the Agreement or any one or more of the terms hereof or otherwise give rise to any cause of action in any person or entity not a party hereto.
21. **Project Announcements, Public Reports and Use of Thrive and DEL Name and Logo.** Thrive and the DEL may include information on this Project in their periodic public reports and may make information about this Project public at any time in their web pages and as part of press releases, public reports, speeches, newsletters, and other public documents related to the Project. If Contractor wishes to issue a press release or public report announcing this Agreement, or otherwise use Thrive's, name or logo for purposes related to the Project, Contractor must contact Thrive’s Grants Manager at least two weeks before the desired announcement or publication date to obtain advanced approval. Contractor should also include the name and logo of DEL, that the project is funded through the State of Washington, Washington Department of Early Learning Home Visiting Services Account in such media related to the Project. Thrive requests an opportunity to review and comment on subsequent press releases or reports that are directly related to this Agreement and the Project.

22. **Insurance.** Contractor will obtain, and provide proof of, insurance coverage as set out in this section. The intent of the required insurance is to protect Thrive should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor, or agents, subcontractors, or grantees thereof, in carrying out the Project. Contractor will obtain insurance coverage, which will be maintained in full force and effect throughout the Term, as follows:
- a. Commercial General Liability Insurance. Obtain a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Project-related activities but no less than \$1,000,000 per occurrence.
 - b. Automobile Liability. In the event that Project-related activities involve the use of vehicles, whether or not owned by Contractor, automobile liability insurance will be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage. The parties agree and acknowledge that a non owned and hired policy is acceptable if Contractor has no vehicles in its possession.
 - c. Maintenance of Insurance. Contractor will maintain the coverage described in Section 22 (a) and (b) above through either (i) its participation in a self-insurance program established pursuant to RCW 48.62, or (ii) an insurance company/ies authorized to do business within the State of Washington, and will name Thrive, its agents and employees as additional insureds under the insurance policy/ies. All policies must be primary to any other valid and collectible insurance. Contractor will instruct the insurers or self-insurance program to give Thrive thirty (30) calendar days' advance notice of any insurance cancellation.
 - d. Certificate of Insurance. Contractor will submit to Thrive within forty five (45) calendar days of the Effective Date a certificate of insurance that reflects the coverage and limits described in Section 22 (a) and (b). Contractor will provide a renewal certificate as necessary to document compliance with this Section 22 during the Term.
 - e. Industrial Insurance Coverage. To the extent required by law, Contractor will comply with the provisions of Title 51 RCW, Industrial Insurance.
23. **Compliance with Laws.** Contractor will comply with all applicable federal, state, and local laws, rules, and regulations (including, without limitation, the Americans with Disabilities Act (ADA) of 1990, codified at 28 CFR Part 35, nondiscrimination laws and regulations, and licensing, accreditation and registration requirements and standards) in carrying out the Project.
24. **Conflict of Interest.** Notwithstanding any determination by the Executive Ethics Board or other tribunal, Thrive may, in its sole discretion, by written notice to Contractor terminate this Agreement if it is found after due notice and examination by Thrive that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW or any similar statute involving Contractor or any activities performed pursuant to the Agreement.
25. **Disputes.** Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties will select a dispute resolution team to resolve the dispute.

The team will consist of a representative appointed by Thrive, a representative appointed by Contractor, and a third party agreed to be appointed by both parties. The team will attempt, by majority vote, to resolve the dispute. This dispute process will precede any action in a judicial or quasi-judicial tribunal. In the event of a lawsuit involving this Agreement, venue will be proper only in King County, Washington. Contractor acknowledges the jurisdiction of the courts of the State of Washington in this matter.

26. **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default by Thrive. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of Thrive and attached to the original Agreement.
27. **Indirect Costs:** The indirect cost plan must comply with the CFR part 200.56.57 and 200.414 Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. The CFR can be found at the following link: http://www.ecfr.gov/cgi-bin/text-idx?SID=89e31f63d8c85ba9e4f7a6a7fd6fdea5&mc=true&node=se2.1.200_156&rqn=div8 and http://www.ecfr.gov/cgi-bin/text-idx?SID=89e31f63d8c85ba9e4f7a6a7fd6fdea5&mc=true&node=se2.1.200_1414&rqn=div8
28. **Amendment; Assignment.** This Agreement may be amended or modified only by a mutual written agreement of the parties. Neither this Agreement, nor any claim arising under this Agreement, may be transferred or assigned by Thrive or Contractor without prior written consent of the other party.
29. **Entire Agreement; Governing Law; Severability.** This Agreement constitutes the entire agreement and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The laws of Washington State shall govern this Agreement. The provisions of this Agreement are severable so that if any term or provision is found for any reason to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining term or provision.
30. **Unilateral Contract Changes.** The Contractor acknowledges that Thrive may correct typographic errors, numbering errors or other minor grammar or punctuation error without the need to amend the agreement. The Contractor shall be notified when any correction take place and will be provided with a corrected copy of the contract.
31. **Review by Thrive.** Contractor will permit representatives of Thrive to visit Contractor's premises and review Contractor's activities with respect to the Project, and will permit Thrive, at its own expense and at a time mutually agreed upon by both parties, to conduct an independent financial and/or programmatic audit of the expenditures related to this Agreement.

32. **Notices.** All legal notices under this Agreement shall be addressed as follows:

Thrive: Sian Newman, Senior Grants Manager
Thrive Washington
1111 Third Avenue, Suite 210
Seattle, WA 98101

Contractor: Grants and Contracts
Clark County Public Health
CntyHealthGrantContract@clark.wa.gov
P.O. Box 9825
Vancouver, WA 98666

This Agreement must be signed by an authorized officer of Contractor prior to issuance of the funds under this Agreement. Contractor may keep a copy of this Agreement as signed for its records.

WASHINGTON EARLY LEARNING FUND Clark County
d/b/a THRIVE WASHINGTON

By: Alan Cohen
Title: President and CEO
Date:

By: Mark McCauley
Title: County Manager
Date:

APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
PROSECUTING ATTORNEY

DocuSigned by:

Jane Vetto

2/22/2017

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Jane Vetto, Senior Deputy Prosecuting Attorney

SCHEDULE A: IMPLEMENTATION PLAN AND BUDGET

1. IMPLEMENTATION PLAN

a. STAFFING

- **PLAN:** Contractor agrees to hire and maintain staffing appropriate to serve the proposed number of children and families, as outlined in the plan below:

A 0.3600 FTE Home Visitor
A 0.0400 FTE Supervisor
A 0.0500 FTE Administrative Support Staff
A 0.0000 FTE Data Support Staff
A 0.0000 FTE Additional Management Staff
In addition, 0.0000 FTE Direct Service Staff will provide additional services to families.

- **MODEL FIDELITY:** Contractor agrees that staff will be hired in fidelity to Nurse-Family Partnership (NFP) model requirements as outlined below:
 - Supervisors are registered nurses with a minimum of a Bachelor's degree in nursing.

b. TRAINING

- **PLAN:** Contractor agrees that all home visitor and supervisory staff are trained, as outlined in the plan below.

- **MODEL FIDELITY:** Contractor agrees that training will be completed in fidelity to Nurse-Family Partnership (NFP) model requirements as outlined below:
 - Supervisors complete core educational requirements and additional supervisory units on an annual basis.
 - Nurse Home Visitors complete core educational sessions required by NFP NSO.

c. RECRUITMENT AND ENROLLMENT

- **PLAN:** Contractor agrees to:
 - Recruit families from the following prioritized communities:
 - Urban (100%)
 - Black Non-Hispanic
 - Hispanic
 - Multiple Races Non-Hispanic
 - White Non-Hispanic
 - Accessing TANF
 - Community with High Premature Births
 - Community with Low Birth-Weight
 - Domestic Violence
 - Homeless/Unstable Housing
 - Incarcerated Parents
 - Involvement in Child Welfare System
 - Low Educational Attainment
 - Non-English Speaking
 - Parent Mental Illness
 - Poor School Readiness Statistics
 - Poverty/Low Income
 - Substance Abuse
 - Teen Parents
 - Recruit families from the geographic service areas listed in the Contractor's Capacity Assessment.
 - Reach and maintain enrollment of 12 Proposed Families Served.
 - Ensure respective staff build and maintain the caseloads in accordance to model requirements.
- **MODEL FIDELITY:** Contractor agrees that enrollment will be maintained in fidelity to Nurse-Family Partnership (NFP) model requirements as outlined below:
 - A full-time Nurse Home Visitor will carry a caseload of no more than 25 active clients.

d. HOME VISITS

- **PLAN:** Contractor agrees to administer an average of 2 home visits per month to enrolled families, for a total of between 108 and 144 by the term end date.
- **MODEL FIDELITY:** Contractor agrees that home visits will be administered in fidelity to the Nurse-Family Partnership (NFP) model requirements as outlined below:
 - Client is visited throughout her pregnancy and the first 2 years of her child’s life.

e. SUPERVISION

- **PLAN:** Contractor agrees that:
 - Supervisor will provide 4 hours of supervision to each home visitor per month.
 - Supervisor will administer 8 hours case conferencing, group supervision, or staff meetings per month.
- **MODEL FIDELITY:** Contractor agrees that supervision will be administered in fidelity to the Nurse-Family Partnership (NFP) model requirements as outlined below:
 - A full-time nurse supervisor provides supervision to no more than 8 individual home visitors and one hour of reflective supervision per week per home visitor.

f. SCREENINGS

- **PLAN:** Contractor agrees to administer screenings with the frequency outlined below:

Demographic: Intake	Within 2 months of 1st Visit
Maternal Health Assessment	Within 2 months of 1st Visit
Use of Government & Community Services	Within 2 months of: 1st Visit; 12 months; 18 months
Health Habits	Within 2 months of: 3rd-4th visit; 36 weeks pregnant
Clinical Intimate Partner Violence Assessment	5th-7th visit, 12 weeks post-partum, 16 months
Edinburgh Postnatal Depression Scale or Patient Health Questionnaire - 9	Within 2 months of: 36 wks preg; 1-8 weeks post-partum; 12 months
Infant Birth	Within 2 months of: 1st postpartum visit
ASQ (ASQ-3)	Within 2 months of: 4 months ; 14 months
ASQ-SE	Within 2 months of: 6 months; 18 months
Infant Health Care	Within 1 month of: 6 months; 12 months; 18 months
Demographic: Updates	Within 2 months of: 12 months; 18 months

- **MODEL FIDELITY:** Contractor agrees that screenings will be administered in fidelity to the Nurse-Family Partnership (NFP) model requirements as outlined below:
 - Screenings are completed within the first 4 home visits.

2. BUDGET

Clark County Public Health, Cohort 8		
ORGANIZATION TYPE: Nurse-Family Partnership		
Period:	01/01/17-06/30/17	
Line Item		Comments/Justification
(List individual positions, types of expenses on lines below each line item)	lines below Line Item heading. Formulas automatically total up	
A. Personnel	\$22,543.00	
Salaries and Benefits (include individual positions FTE allocation (i.e .75 FTE), payroll taxes, medical & fringe benefits)		
Home Visitor: Public Health Nurse II, salaries	\$2,714.00	DB: \$30,152 (6 mo wages, @ 0.80 FTE) X 0.09 FTE = \$2,714
Home Visitor: Public Health Nurse II, benefits	\$963.00	DB: \$2,714 (billable wages) X 0.3550 (ben rate) = \$963
Home Visitor: Public Health Nurse II, salaries	\$3,392.00	JR: \$37,690 (6 mo wages, @ 1.00 FTE) X 0.09 FTE = \$3,392
Home Visitor: Public Health Nurse II, benefits	\$2,153.00	JR: \$3,392 (billable wages) X 0.6346 (ben rate) = \$2,153
Home Visitor: Public Health Nurse II, salaries	\$3,293.00	BR: \$36,584 (6 mo wages, @ 1.00 FTE) X 0.09 FTE = \$3,293
Home Visitor: Public Health Nurse II, benefits	\$1,959.00	BR: \$3,293 (billable wages) X 0.5948 (ben rate) = \$1,959
Home Visitor: Public Health Nurse II, salaries	\$2,352.00	ES: \$26,133 (6 mo wages, @ 0.80 FTE) X 0.09 FTE = \$2,352
Home Visitor: Public Health Nurse II, benefits	\$1,555.00	ES: \$2,352 (billable wages) X 0.6611 (ben rate) = \$1,555
Program Manager II, salaries	\$1,773.00	PS: \$44,322 (6 mo wages @ 1.00 FTE) X 0.04 FTE = \$1,773
Program Manager II, benefits	\$726.00	PS: \$1,773 (billable wages) X 0.4093 (ben rate) = \$726
Office Assistant II, salaries	\$907.00	JS: \$18,656 (6 mo wages, @ 0.85 FTE) X 0.0486 FTE = \$907
Office Assistant II, benefits	\$756.00	JS: \$907 (billabe wages) X 0.8336 (ben rate) = \$756
Meetings, Conf/Trainings, Staff/Program		
B. Recruitment	\$0.00	
Travel (home visiting mileage, travel to trainings)	\$1,105.24	
Travel to Thrive trainings	\$1,105.24	
D. Direct Program Equipment	\$0.00	
E. Direct Program Supplies & Publications	\$0.00	
F. Rent	\$0.00	
Contracted/Professional Services (Subcontracts, Consulting)	\$0.00	
I. Indirect Expenses	\$2,364.54	
	\$2,364.54	10% indirect rate
J. TOTAL	\$26,012.78	

SCHEDULE B: CONTRACTOR REQUIREMENTS AND PAYMENT SCHEDULE

1. Contractor Requirements

- a. **Individualized Assessments.** Contractor will administer individualized assessments of participant families, and services will be provided in accordance with those individual assessments.
- b. **Voluntary Services.** Services will be provided to clients only on a voluntary basis. The Contractor will maintain documentation in each client record indicating voluntary consent to participate in home visiting services.
- c. **Priority Participants.** Priority will be given to serve eligible participants who are experiencing the following factors that may affect child development such as:
 - Poverty,
 - Single parenthood,
 - Parental unemployment or underemployment
 - Participation in TANF
 - Parental disability, or
 - Parental lack of high school diploma,
 - Family engagement in child welfare (RCW43.215.020(4))
- d. **Capacity Assessment.** Contractor will develop and submit an Annual Capacity Assessment detailing community and organizational readiness and capacity for implementation of home visiting services with fidelity (prior to the Term). Materials provided in the Annual Capacity Assessment will be used to inform the Agreement.
- e. **Implementation Plan.** Contractor will develop an Implementation Plan to guide program implementation (prior to the Term).
- f. **Annual Orientation Webinar.** Contractor will participate in an annual orientation webinar providing any updates on requirements associated with HVSA funding. The webinar will be held on **February 9, 2017 at 11:00 am.**
- g. **HVSA Trainings.** Contractor will participate in one full-day training on April 13, 2017.
- h. **Technical Assistance Coaching Calls.** Contractor will participate in monthly one-hour Technical Assistance calls with Thrive staff and Thrive Consultants for continuous quality improvement.
- i. **Site Visits.** Contractor will cooperate with up to four (4) scheduled site visits conducted for grant and fiscal compliance, organizational due diligence, HVSA evaluation, quality implementation technical assistance, and continuous quality improvement.
- j. **Quarterly Program Reports.** Contractor will submit two (2) program reports online no later than the dates outlined below in the Payment Schedule. Program reports will include, but are not limited to, the following information:

1. Participant Demographics
2. Implementation Progress
3. Staffing Updates and Changes
4. Implementation Reflection
5. Select Fidelity Measures

- k. Monthly Enrollment Numbers.** Contractor will submit monthly Enrollment Numbers Reports online no later than the dates outlined below in the Payment Schedule. Monthly Enrollment Reports will include the number of children, female and male parents/caregivers, and families enrolled for the previously completed month, the number of new family enrollments during the month, the number of families that completed the program; the number of families that exited the program; and the number of home visits administered.
- l. One Month Transaction Detail (General Ledger Activity)** Upon request, Contractor will provide at least one month of General Ledger detail for Substantiation Testing.
- m. Quarterly Financial Activity Reports.** Contractor will submit two (2) Financial Activity Reports online no later than the dates outlined below in the Payment Schedule. Financial Activity Reports will include cumulative expenditures incurred for the quarter compared to line items identified in the budget in Schedule A, section 2.
- n. Monthly Financial Line Item Reports.** Contractor will submit monthly Financial Line Item Reports online no later than the dates outlined below in the Payment Schedule. Monthly Financial Line Item Reports will include actual expenditures incurred for the month for each expense category in the proposed budget. Contractor will be reimbursed for the expenses reported in the Monthly Financial Line Item Report unless otherwise approved.
- o. Model Standing.** All contractors must retain affiliate in good standing status and/ or active, ready to implement status, throughout the entire Term as described in Schedule D. Contract Monitoring, Implementation Improvement Status, Non-Compliant Status, and Non-Compliant Courses of Action. 1. Contract Monitoring. b. Model Standing for Evidence-Based Home Visiting Programs.
- p. Additional Requirements.** Contractor will maintain and make available to Thrive, if requested, documentation demonstrating accomplishments of the Agreement. Such documentation may include, but is not limited to:
- Services Provided, Service Dates, and Number of Service Hours
 - Data Collection and Assessments by Participants
 - Attendance Sheets
 - Service Logs
 - Demographic Information of Participants

- 2. Payment Schedule.** The Payment Schedule below is based on the assumption that revenue commitments to Thrive have been maintained, and that such funds are available to Thrive for disbursement to the Contractor. In the event that revenue commitments are not available to Thrive, Thrive reserves the right to amend the payment terms and the amount of the Contract Total.

Requirement	Due Date	Reporting Period	Payment Date	Amount
Technical Assistance Coaching Calls	Monthly	NA	NA	NA
Site Visits	TBD	NA	NA	NA
HVSA Orientation	February 9, 2017	NA	March 7, 2017	Monthly Reimbursement
Signed Agreement	March 1, 2017	NA		
Proof of Insurance	March 1, 2017	NA		
Monthly Enrollment Numbers and Line Item Report	February 21, 2017	January 1-31, 2017	April 4, 2017	
Monthly Enrollment Numbers and Line Item Report	March 21, 2017	February 1-28, 2017		
HVSA Training 1	April 13, 2017	NA	May 5, 2017	
Monthly Enrollment Numbers and Line Item Report	April 21, 2017	March 1-31, 2017		
Program Report and Expense Report #1	April 30, 2017	January 1-March 31, 2017	June 2, 2017	
Monthly Enrollment Numbers and Line Item Report	May 21, 2017	April 1-30, 2017		
Monthly Enrollment Numbers and Line Item Report	June 21, 2017	May 1-31, 2017	July 3, 2017	
Monthly Enrollment Numbers and Line Item Report	July 21, 2017	June 1-30, 2017	August 4, 2017	
Program Report and Expense Report #2	July 31, 2017	April 1-June 30, 2017	September 1, 2017	
			MAXIMUM CONTRACT TOTAL	\$26,012.78

SCHEDULE C: DATA COLLECTION AND EVALUATION REQUIREMENTS

1. **HVSA Evaluation Background.** The Contractor is required to collect data at the client and program level required by home visiting program models. The Washington State Department of Early Learning (DEL) has established a contractual agreement with Nurse-Family Partnership (NFP) National Service office. These contractual agreements require that the Contractor's de-identified client and program level NFP data is sent directly to the Washington State Department of Health (DOH), the DEL-specified Contractor Project Data Lead, on a monthly basis for all HVSA NFP-funded programs and clients. For purposes of required HVSA reporting, continuous quality improvement and evaluation efforts, DOH will provide de-identified data reports to DEL and Thrive. Additionally, DOH will provide Thrive de-identified program level summary/aggregated data reports to be used collaboratively with national and state model leads in developing continuous quality improvement plans.
2. **Data Sharing:** DOH is assigned by Thrive Washington and DEL to work with the Contractor on data management and reporting. It is a condition of this agreement that the Contractor maintains a signed written data use acknowledgement with DOH regarding the release of program and de-identified client data from the Nurse-Family Partnership (NFP) National Service office; or, if no prior acknowledgement is in place, signs said acknowledgment upon request by DOH. DOH will receive data transfers from Nurse-Family Partnership (NFP) National Service office on a monthly basis and maintain Contractor de-identified program and client data in the central repository.

In addition, Thrive and DEL may require the Contractor to share data related to the scope of services in this agreement that is not housed within the NFP database. A data sharing agreement between DOH and the Contractor specifying the terms of the data sharing including data use will be developed with mutual agreement with DOH and Contractor.

Data use and data sharing agreements will be administered and maintained by DOH and the Contractor and must be maintained through the term of the contract.

3. **Contractor HVSA Evaluation Activities and Requirements.** As a recipient of HVSA funding, the Contractor is required to participate in, and cooperate with the HVSA, Thrive, and DOH in HVSA evaluation activities and requirements including, but not limited to:
 - a. Onsite and other types of meetings to gain information on the Contractor's current evaluation, training, data collection, data management and reporting requirements.
 - b. Enter all data for families into model-specified data system within five (5) business days of data collection.
 - c. Engage in activities that support data quality and timely reporting, including: Participation in data quality discussions and implementation planning to address training needs.
 - d. Participation in the development of supports, services and technical assistance designed to optimize data collection efforts, evaluation practices and activities, and ensure the accuracy of evaluation reports, including:
 - i. Staff training and supervisory practice
 - ii. Data collection and reporting
 - iii. Efforts to advance integration of Continuous Quality Improvement approach, such as developing or refining CQI Team, assessing organizational readiness for CQI, deepening understanding of CQI tools, implementation of CQI Plan/PDSA cycle.
 - iv. Alignment and coordination with efforts in support of other HVSA research,

- evaluation, and systems supports
- e. Participation in efforts and meetings to develop definitions, metrics, activities, and reporting requirements related to:
 - i. Staffing levels
 - ii. Enrollment status
 - iii. Program process and outcome measures
 - iv. Financial reporting
 - v. Assurance of model fidelity
- f. Emerging and non-routinized data and evaluation requests from funders of the HVSA

SCHEDULE D: CONTRACT MONITORING, IMPLEMENTATION IMPROVEMENT STATUS, NON-COMPLIANT STATUS AND NON-COMPLIANT COURSES OF ACTION.

1. **Contract Monitoring.** Thrive will monitor Contractor compliance with contract requirements, model standing, implementation progress, enrollment performance and financial activity through review of the following, though not limited to; Contractor monthly financial and enrollment reports, quarterly financial and Implementation Plan progress reports, meetings with Contractor, and site visit(s) with Contractor.
 - a. **Compliance with Contract Requirements.** The Contractor will ensure all Contractor Requirements, as outlined in Schedule B, section 1, are met and submitted. Failure to comply with, or submit timely and complete materials related to Contract Requirements may result in withheld or delayed payments as described and indicated in the Schedule B, Section 2. Payment Schedule.
 - b. **Model Standing for Home Visiting Programs.** All Contractors funded to implement a home visiting must retain affiliate in good standing and/or active ready to implement status throughout the Term of the contract. If the home visiting model developer withdraws or revokes the Contractors affiliate in good standing and/or active ready to implement status, prior to the contract Term end date, Thrive in coordination with DEL will conduct a joint due diligence review of the loss of the Contractor's affiliate in good standing and/or active ready to implement status, and then Thrive may, upon written notification to the Contractor, terminate this Contract in whole or in part.
 - c. **Achieving Model Standing.** If the Contractor does not have affiliate in good standing and/or active ready to implement status as of the Effective Date, then the Contractor must obtain such status within 90 days of the Effective Date. If the Contractor does not timely obtain such status, then Thrive may, at its discretion and upon written notice to the Contractor, terminate this Contract in whole or in part as described in Paragraph 14 of the Agreement.
 - d. **Implementation Progress.** Thrive will review quarterly progress toward completion of the Contractor's Implementation Plan and conduct quarterly budget monitoring activities outlined in Schedule A. Implementation Plan and Budget, (Schedule A.). Plan and Model Fidelity progress will be reviewed with respect to the following Schedule A. 1. Implementation Plan categories: a. Staffing, b. Training, c. Recruitment and Enrollment, d. Home Visits, e. Supervision, f. Screenings, and financial activity related to 2. Budget. Delay in meeting two or more Schedule A. 1. category areas and/or non-compliance related to financial activity during a quarter, will result in Contractor's transition to Implementation Improvement Status
 - e. **Enrollment Performance:** Thrive will review Contractor enrollment performance for the following measure: Percentage of Families Enrolled to Proposed Families Served. For purposes of this section only: minimally, Percentage of Families enrollment is defined as an enrolled family receiving at least one home visit, or other home visiting model developer approved contact, by an approved home visitor, during the past 90 days. This definition does not supersede or relieve the Contractor from complying with specific home visiting model developer guidelines, standards and/or fidelity measures set for enrollment and/or Schedule A. 1. c. Recruitment and Enrollment, and d. Home Visits categories Plan and/or Model fidelity areas specified in Schedule A.
 - i. **Start-Up Programs.** If Contractor's program is receiving first year HVSA funding, it is considered a Start-Up Program. Start-Up Program's, Schedule A.1.c. Recruitment and Enrollment section, specifies enrollment rates over the term of the contract to reach full

enrollment caseload. Progress in meeting enrollment rates toward building full caseload will be reviewed on a monthly basis. If the Contractor is not meeting enrollment rates specified in Schedule A., and in accordance with the timeline outlined in Schedule A., the Contractor will be transitioned to Implementation Improvement Status for additional contract monitoring focused on supporting improvement in Contractors enrollment.

- ii. **All Other Programs.** If the Contractor's program is receiving year two or more of HVSA funding, the Contractor shall maintain at least 85% enrollment of the Proposed Families Served in Schedule A. 1. c. Recruitment and Enrollment, during the term of the contract. Enrollment numbers will be reviewed on a monthly basis.
 - a) If the Contractor's enrollment of Proposed Families Served in A. 1. c. Recruitment and Enrollment, is between 75%-84%, for three or more consecutive months, the Contractor will receive written notification of their low enrollment status and a follow-up call to discuss barriers and strategies for increasing enrollment. Contractors that maintain an enrollment of less than 84% of Proposed Families Served for an additional two months after receiving written notification of their low enrollment status, and follow-up call, will be transitioned to Implementation Improvement Status for additional contract monitoring focused on supporting improvement in Contractors enrollment.
 - b) If the Contractor's enrollment of Proposed Families Served in A. 1. c. Recruitment and Enrollment, is below 75%, for three or more consecutive months, the Contractor will be transitioned to Implementation Improvement Status for additional contract monitoring focused on supporting improvement in Contractors enrollment.

2. Implementation Improvement Status. Contractors transitioned to Implementation Improvement Status are required to participate in the steps outlined in a.-c. below within 30 days of written notification by Thrive, or within an extended, alternate timeline approved by Thrive:

- a. **Completion of Self-Assessment:** Contractor will complete a Self-Assessment provided by Thrive which may address, though is not limited to the following: compliance with contract requirements, model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement.
- b. **Participation in Implementation Improvement Meeting:** Contractor will participate in an Implementation Improvement meeting with Thrive staff. The purpose of the meeting is discuss the Self-Assessment; gather information and feedback from the Contractor; share and review Thrive data; other available program data; and other information related to areas in need of improvement which may be used to inform the development of an Implementation Improvement Plan. The Contractor shall participate in additional meetings in collaboration with Thrive to develop the Contractors Implementation Improvement Plan.
- c. **Development of an Implementation Improvement Plan:** Thrive shall issue a written Implementation Improvement Plan (Plan) to the Contractor within 30 days of the last Implementation Improvement Meeting. The Plan shall:
 - i. Cite and describe the Contractor's specific area(s) in need of improvement, including, though not limited to: compliance with contract requirements, model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement. For the specified area(s) in need of improvement, the Plan shall provide metrics or benchmarks to serve as indicators of satisfactory improvement.

- ii. Identify corrective action items and/or steps the Contractor shall comply with to address cited areas in need of improvement. The plan shall also identify technical assistance and/or other supports designated to be made available to the Contractor by Thrive to assist the Contractor in achieving satisfactory improvement.
 - iii. Outline a timeline for the completion of the Implementation Improvement Plan by the Contractor.
- d. If satisfactory improvement in the specific area(s) indicated in Plan is met by the Contractor, within the timeline for completion of the Plan, the Contractor shall be transitioned out of Implementation Improvement Status. Thrive will provide the Contractor written notice of this transition once it has determined satisfactory improvement has been met following the timeline for completion of the Plan.
- e. If satisfactory improvement in the specific area(s) indicated in Plan, within the timeline for completion of the Plan, is not met by the Contractor, the Contractor shall be transitioned out of Implementation Improvement Status to Non-Compliant Status. Thrive will provide the Contractor written notice of this transition once it has determined satisfactory improvement has not been met following the timeline for the completion of the Plan.
3. **Non-Compliant Status:** Contractors transitioned to Non-Compliant Status are required to participate in the steps outlined in a. and b. below, within 14 days of written notification from Thrive, or within an extended, alternate timeline, approved by Thrive:
 - a. The Contractor shall participate in a Non-Compliant Status meeting with Thrive staff to:
 - i. review the Contractor’s Implementation Improvement Plan and discuss progress that was made and barriers that were encountered during the Plan’s implementation, including technical assistance and/or other supports designated to be made available to the Contractor by Thrive.
 - ii. identify and review Contractor’s contractual requirements and areas of contractual non-compliance
 - iii. discuss Non-Compliant Courses of Action
 - b. After completing the Non-Compliant Status meeting, and any additional Non-Compliant Status follow-up meetings with the Contractor to gather information or feedback, Thrive, in coordination with DEL, will issue the Contractor a written Non-Compliant Course(s) of Action within 14 days of the last Non-Compliant Status meeting date.
4. **Non-Compliant Course(s) of Action.** The written Non-Compliant Course(s) of Action issued by Thrive shall include one or more of the four Non-Compliant Course(s) of action below:
 - a. **Continuation of Implementation Improvement Plan.** Thrive may propose to modify and/or extend the Contractor’s Implementation Improvement Plan for up to an additional 3 month period to meet specific area(s) cited in need of improvement.
 - b. **Suspension of Payment:** Thrive may suspend payment of all or part of Contract funds until satisfactory contract compliance is met.
 - c. **Reduction in Maximum Contract Total.** Thrive may amend this contract to reduce the Contractor’s maximum contract total:
 - i. to reflect the amended Implementation Plan scope negotiated between Thrive and the Contractor based on Contractor’s cost per family served and other related factors, and,

- ii.** if feasible and in compliance with Private, HRSA/MIECHV, DEL, and Thrive funding requirements, contractual requirements, and approval processes, including Home Visiting Model Developer program requirements.
- d. Early Contract Termination.** Thrive may terminate this contract prior to the end of the Term if satisfactory contract compliance is not met by the Contractor in the implementation of the Contractor's Implementation Improvement Plan, and/or if the Contractor is not able to, or is not cooperative in development and implementation of the Implementation Improvement Plan.
- e. Notice.** The written Non-Compliant Course(s) of Action shall become effective a minimum of 30 days after the delivery of the written Non-Compliant Course(s) of Action to the Contractor, except as identified in 1.a., 1.b. 4.b., 4.cii., and 4.d., of this schedule and as provided for elsewhere in the Independent Contractor Agreement boilerplate and/or other schedules attached to this contract.