



Contract Number
24-1146

SAP Number

Department of Public Health

Department Contract Representative	<u>Staci McClane</u>
Telephone Number	<u>909-601-5622</u>
Contractor	<u>Child Care Resource Center, Inc.</u>
Contractor Representative	<u>Kelly Morehouse-Smith</u>
Telephone Number	<u>(818) 717-1000</u>
Contract Term	<u>11/19/2024 through 10/31/2025</u>
Original Contract Amount	<u>\$211,656</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$211,656</u>
Cost Center	<u>9300321000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide California Home Visiting Program within the County using the Healthy Families America (HFA) model to provide services to pregnant and newly parenting families, as further described in a statement of work (the "Services"); and

WHEREAS, the County has been allocated funds by the California Department of Public Health (CDPH) to provide such services, and

WHEREAS, the County conducted a competitive process to find Child Care Resource Center, Inc. (CCRC) (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to administer the California Home Visiting Program (CHVP) with the goals of promoting maternal health and well-being, improving infant and child health and development, strengthening family function and cultivating strong communities; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

1. Adverse Childhood Experiences (ACEs) – Experiences include child maltreatment, domestic violence, substance abuse, and mental illness.
2. California Home Visiting Program (CHVP) – A state program for at-risk pregnant and newly parenting families that promotes maternal health, improves infant and child health, and strengthens family functioning with the desired outcome of reducing intimate partner violence, child maltreatment, substance abuse, and interactions with the criminal justice system.
3. Contract – A document containing a signed agreement between two or more parties that is enforceable by law and clearly defines the responsibilities of the contractor and the Department of Public Health. The term contract includes any written agreement (contract, MOU, Purchase Order, etc.) where an entity agrees to provide services for or to the County, or any Public Health department/County agrees to provide services to an entity.
4. Contractor – Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
5. Department of Public Health (DPH) – The County department that helps to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout the San Bernardino County.
6. Efforts to Outcomes (ETO) – A comprehensive automated system designed to capture, analyze, and report on client-related data in support case management/care coordination services for families enrolled in CHVP and subsequently demonstrate the impact and effectiveness for the program's service delivery population.
7. Enrollments - A participant is considered enrolled once the participant:
 - Participates in a face-to-face visit with the home visitor at the participant's home, the place where the participant is residing or in a private setting outside the participant's home.
 - Signs required consent forms for home visitation model(s) or curricula utilized by Contractor.
8. Evidence-Based Intervention - An intervention can be considered evidence-based if it has been part of a review of evidence that has found the intervention to be "evidence-based." The evidence reviews have different criteria for qualifying an intervention as evidence based. At a minimum, they require: 1) at least one study that evaluates the impact of the intervention 2) a study that is of high or moderate quality and 3) a favorable, statistically significant impact on the outcome measure. The quality of a study depends on its study design, among other factors. For study design, a high-quality study has random or functionally random assignment of participants, such as a randomized controlled trial (RCT). A moderate quality study has a quasi-experimental design with a comparison group or a random assignment design with high attrition or reassignment of participants.
9. Face-to-Face Visit – An in-person interaction to conduct Health Families America activities involving a home visitor and program participant at the participant's home, the place where the participant is residing, or in a private setting outside the participant's home.
10. Healthy Families America (HFA) - An evidence-based, family-centered home visiting program designed to strengthen the capacity in families to cultivate positive, nurturing relationships between parents and their children.
11. Nurse-Family Partnership (NFP) – An evidence-based, community health home visiting program that employs Public Health Nurses to improve pregnancy outcomes, child health and development, and the economic self- sufficiency of families served.

12. Parents as Teachers (PAT) – An evidence-based home visiting program that promotes the optimal early development, learning, and health of children by supporting and engaging their parents and caregivers.
13. Partners for a Healthy Baby – A nationally recognized, research-based curriculum used by many home visiting models to improve birth outcomes, reduce rates of child abuse, increase intervals between pregnancies, strengthen families, enhance child health and developmental outcomes, and support family stability and economic self-sufficiency.
14. Performance Improvement Plan (PIP) – Contractors are required to meet minimum expectations as defined in the scope of work in order to demonstrate a stable home visiting program and maximize funding levels. When a Contractor falls below minimum expectations as defined in a specific scope of work activity description for three consecutive months, DPH will initiate a PIP as outlined below:
 - On a monthly basis, DPH will review caseload reports for the Contractor. Contractors who have fallen below minimum expectations for three (3) consecutive months will work jointly with DPH to create a PIP.
 - The PIP contains a SMART expectation and monthly tracking goals towards improving caseload capacity. On a monthly basis, the Contractor and DPH will discuss progress on the PIP until the minimum expectations have been met for a minimum of one (1) month. Reaching the minimum expectations concludes the PIP process.
15. Preterm Birth – A live birth less than thirty-seven (37) weeks gestation.
16. Prevent Child Abuse America (PCAA) – A non-profit organization whose mission is to prevent the abuse and neglect of the nation's children. PCAA possesses expertise in home visitation services, parent support groups, and child development. It launched the Healthy Families America model in 1992.
17. Referral – An individual who has been screened for home visitation services, determined eligible for services, and recommended for services.
18. Subcontractor – An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
19. Technical Assistance – A process to assist Contractors that are not meeting minimum expectations as defined in the scope of work, to include:
 - Discussion of possible reasons minimum expectations were not met.
 - Advice on how to remove barriers to meeting minimum expectations.
 - Assistance that can be offered by DPH.
 - Potential training needed to meet minimum expectations
20. Virtual Interaction – A virtual interaction describes contact with a participant or group of participants using video conferencing methods or applications (e.g., Zoom, Teams, WebEx, StarLeaf).

B. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1. Collaborate with County to implement the CHVP within San Bernardino County using the HFA model and Partners for a Healthy Baby curriculum to provide services to pregnant and newly parenting families.
2. Maintain and/or renew its HFA accreditation status throughout the term of this Contract. Contractor shall provide documentation of HFA accreditation to County within seven (7)

business days of approval of this Contract. Failure to provide said documentation and/or maintain accreditation may result in County imposing one or more of the remedies described in Section I below.

3. Perform the activities and achieve the objectives described in the Scope of Work (Attachment A). Contractor shall complete the components of Attachment A in a manner that represents and promotes the interests of County, as expressed by County throughout the term of the Contract, including provision of home visitation services to twenty-six (26) families in the High Desert region of the County.
4. Complete and submit to County for approval a CHVP Home Visiting Recruitment, Enrollment, and Retention Plan.
5. Follow the County's CHVP Eligibility Criteria, Screening and Assessment (Attachment B) to determine eligibility for participation in HFA.
6. Complete and submit to County all monthly progress reports as described in the Scope of Work (Attachment A). If performing at a level less than 85% of stated goals for contacts, referrals, and/or enrollments, Contractor shall prepare a summary of steps that will be taken to attain stated goals as identified in the CHVP Home Visiting Recruitment, Enrollment, and Retention Plan.
7. Maintain at least 85% of negotiated caseload (26 families), should Contractor performance level fall below 85% for three consecutive months will work jointly with SBCDPH to create a Performance Improvement Plan (PIP). The PIP will continue until caseload capacity has reached at least 85% for a minimum of one month.
8. Collect, collate, and report to County all data and information required to meet the CHVP performance measures to be established by the State of California Maternal, Child and Adolescent Health (MCAH) Division. County will provide to Contractor the necessary instructions and elements upon receipt from MCAH Division.
9. Respond to the input and evaluation by County regarding services provided by Contractor through the home visiting intervention of CHVP.
10. Promote and raise awareness of the CHVP program among the key stakeholders, families, health care providers, faith-based organizations, other community-based organizations, Black Infant Health Program, local government, hospitals, and the local CHVP community advisory board.
11. Recruit, hire, and train direct service staff that are reflective of the community/population served by CHVP.
12. Ensure Contractor's staff receive appropriate orientation and training in the proper sequence and within required timelines established by HFA, including but not limited to, Foundations for Family Support, Parent Survey for Community Outreach trainings, Implementation training, and one (1) additional day of core training (referred to as "fifth day") focused on administrative, clinical, and reflective supervision, as applicable.
13. Submit monthly invoices, including copies of documentation to support expenditures, to County for reimbursement of CHVP activities and deliverable items, as described in Section F.
14. Participate, as requested by County, in regular or ad hoc meetings and/or site visits with the California Department of Public Health, to include but not limited to providing requested documentation, addressing inquiries, and responding to follow-up requests after completion of meetings or site visits.

C. GENERAL CONTRACT REQUIREMENTS

1. Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

2. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

3. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

4. Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

5. Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

6. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

7. Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

8. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

9. Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and

controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement (Attachment C). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

11. Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

12. County Representative

The Director of the Department of Public Health or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors (Board), then the Board must approve all amendments to this Contract, unless the Board has authorized approval of amendments by the Director of DPH.

13. Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

14. Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are

business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

16. Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

17. Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

18. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on

environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

19. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

20. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

21. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

22. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

23. Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

24. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract

is terminated according to this provision, the County is entitled to pursue any available legal remedies.

25. Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

26. Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

27. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

28. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

29. Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

- a. Such governmental body does not have and will not have in force any other contract for like purchases.
- b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

30. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

31. Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be

complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

32. Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

33. Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

34. Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

35. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

36. Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements

with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

37. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

38. Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

39. Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

40. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

41. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

42. Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated

County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

43. Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

44. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

45. Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure

to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

46. **Reserved**

47. **Reserved**

48. **California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

49. **Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

50. **Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment C, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

51. Reserved

D. TERM OF CONTRACT

This Contract is effective as of November 19, 2024 and expires October 31, 2025 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for four (4) additional one-year periods by mutual agreement of the parties, and subject to County's receipt of funding or remaining funding for Contractor.

E. COUNTY RESPONSIBILITIES

The County shall:

1. Verify performance results of Contractor and other deliverable items requested by the County in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
2. Compensate Contractor for approved expenses in accordance with Section F of this Contract.
3. Specify all reports and deliverables required from the Contractor.
4. Provide the necessary instructions and elements to Contractor to collect, collate, and report to County all data and information required to meet the CHVP performance measures to be established by the State of California Department of Public Health MCAH Division, upon County's receipt of said information from MCAH Division.
5. Provide technical assistance, as deemed necessary.
6. Collaborate with Contractor to implement the CHVP to improve health outcomes for mothers and newborns, promote maternal health and well-being, improve infant/child health development, strengthen family functions, and cultivate strong communities at the county level.
7. Assist in facilitating establishment and cultivation of a collaborative relationship between Contractor and the agencies selected to promote maternal health, healthy pregnant outcomes, and infant/child health development services funded by CHVP.
8. Provide to Contractor input and evaluation regarding services provided by Contractor through the home visiting intervention of CHVP.
9. Promote and raise awareness of CHVP among the key stakeholders, families, health care providers, faith-based organizations, other community-based organizations, and County programs, to include at minimum, Black Infant Health (BIH), Perinatal Equity Initiative (PEI), and Women, Infants, and Children (WIC).
10. Reimburse Contractor for completion of CHVP activities and deliverable items as described in this agreement and Scope of Work (Attachment A).

F. FISCAL PROVISIONS

1. The maximum amount of reimbursement under this Contract shall not exceed \$211,656 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. With the following amounts allocated per fiscal year:
 - a. Fiscal Year 2024-2025, maximum reimbursement of \$141,104.00
 - b. Fiscal Year 2025-2026, maximum reimbursement of \$70,552.00

2. Payment shall be made on a cost reimbursement basis, consistent with the attached CONTRACTOR budget (Attachment E) and based on invoices submitted by the Contractor. Invoices shall be submitted monthly in a format acceptable to County for services performed under this Contract no later than ten (10) business days following the month of service. Invoices shall include, at a minimum, a breakdown of expenditures for each budget line and subline, as applicable, for deliverable items and activities performed consistent with the Scope of Work (Attachment A). Contractor must comply with the DPH's Fiscal Supporting Documentation Guide (Attachment F).

3. County shall make payment to Contractor with a net sixty- (60) day payment term after receipt of invoice or the resolution of any billing dispute. Invoices shall include the corresponding Purchase Order number assigned by County. Contractor is requested to complete the following steps to submit an invoice:

1. Send an email with the complete invoice (no supporting documentation) to San Bernardino County ATC at apinvoices@atc.sbcounty.gov and cc Shanice.Johnson@dph.sbcounty.gov and shunter@dph.sbcounty.gov
2. Send an email with supporting documentation to Shanice.Johnson@dph.sbcounty.gov or you may submit hard copies of supporting documentation via mail to:

Department of Public Health
Attn: Shanice Johnson
451 E. Vanderbilt Way, Third Floor
San Bernardino, CA 92408-0012

4. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

5. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

6. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

7. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

8. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budget line item by more than fifteen percent (15%); or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to

the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

9. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1 – Attachment G) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain

such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

8. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- 11.** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers

providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 1. Premises operations and mobile equipment.
 2. Products and completed operations.
 3. Broad form property damage (including completed operations).
 4. Explosion, collapse and underground hazards.
 5. Personal injury.
 6. Contractual liability.
 7. \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advanced written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
3. Contractor shall cooperate with County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
2. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted

from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Department of Public Health
Attn: Family Health Services
451 East Vanderbilt Way, Third Floor
San Bernardino, CA 92408-0012

Child Care Resource Center, Inc.
Attn: Kelly Morehouse-Smith
20001 Prairie St.
Chatsworth, CA 91311

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

By *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: NOV 19 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



Child Care Resource Center, Inc
(Print or type name of corporation, company, contractor, etc.)

By *Michael Olenick*
Michael Olenick, Ph.D. (Oct 24, 2024 13:37 PDT)
(Authorized signature - sign in blue ink)

Name Michael Olenick, Ph.D.
(Print or type name of person signing contract)

Title President & CEO
(Print or Type)

Dated: 24/10/2024

Address 2001 Prairie St.
Chatsworth, CA 91311

FOR COUNTY USE ONLY

Approved as to Legal Form
By *Adam Ebright*
Adam Ebright, County Counsel
Date 10/31/2024

Reviewed for Contract Compliance
By _____
Date _____

Reviewed/Approved by Department
By *Joshua Dugas*
Joshua Dugas, Director
Date 31/10/2024

ATTACHMENT A

SCOPE OF WORK

Number for Referrals for the term of the contract: **35** for the first year of the contract. Thereafter, the target is the number of recruitments that yields enrollment and maintenance of **26** families in CHVP for the term of the contract, such that the number of recruitments is 133% of the number of enrollments necessary to maintain the total of **26** families enrolled in CHVP.

Number for Enrollments for the term of the contract: **26** for the first year of the contract. Thereafter, the target is the number of enrollments that maintains **26** families enrolled in CHVP for the term of the contract.

Objective 1: Through October 31, 2025, Child Care Resource Center (CCRC) will commence affiliation, accreditation, and/or certification process for the Healthy Families America (HFA) model to provide home visiting services on a continuous basis, if not previously affiliated, accredited, or certified.

#	Activity Description	Evaluation/Deliverable/Performance Measure
1.0	Apply to become affiliated, accredited, and/or certified by completing an application for the home visitation model(s) selected for CHVP. If currently affiliated, accredited, and/or certified for the selected model(s), maintain status throughout the term of the contract.	1. Affiliation, accreditation, or certification application.
1.1	HFA Home Visitor Workers will receive required HFA training as applicable within six (6) months of employment and attain HFA certification. Trainings are in-person/virtual sessions as administered by HFA certified trainers. Trainings include: <ul style="list-style-type: none"> • Orientation • Foundations for Family Support (required for Family Support Specialists who conduct home visits) • Family Resilience and Opportunities for Growth (FROG) Training 	1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Name of HFA Home Visitor Workers that received HFA training and certification. b. Listing of all HFA Home Visitor Workers and training/certification status to date.
1.2	All HFA Supervisors will receive required training within six (6) months after being hired. Required trainings include: <ul style="list-style-type: none"> • Foundations for Family Support • Family Resilience and Opportunities for Growth (FROG) Training • One additional day of core training referred to as "fifth day" focused on administrative, clinical and reflective supervision. 	1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Name of HFA Supervisors that received HFA training and certification.
1.3	All HFA Program Managers will receive required training within the first eighteen (18) months of employment. Required trainings include: <ul style="list-style-type: none"> • Foundations for Family Support • Family Resilience and Opportunities for Growth (FROG) Training • One additional day of core training referred to as "fifth day" focused on administrative, clinical and reflective supervision. • Implementation Training 	1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Name of HFA Program Managers that receive HFA training and certification
1.4	Ensure core training will be completed per HFA requirements for all staff who start throughout the period of the contract within six (6) months of employment	1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Name of HFA staff that receive HFA training and certification.
1.5	Maintain HFA accreditation and fidelity to the selected home visiting model guidelines. Failure to do so may lead to termination of contract to provide California Home Visiting Program (CHVP) home visiting services <ul style="list-style-type: none"> • Adhere to CHVP policies and procedures related to implementation of the selected home visitation model, including the use of the Partners for Healthy 	1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Status of HFA accreditation b. Staffing Status report c. Staff training log d. MOUs/Agreements with community/faith-based organizations

	<p>Baby curriculum.</p> <ul style="list-style-type: none"> Recruit, hire, train, and retain staff to implement and support operation of the home visitation model (per activities 1.1, 1.2, 1.3 and 3.0). Identify and collaborate with early childhood system partners to improve the continuum of services to families and children. Participate in site visits as required by the State of California Maternal, Child and Adolescent Health (MCAH) Division and/or San Bernardino County Department of Public Health (SBCDPH) and make available all records related to operation of CHVP services and the selected home visitation model. 	<p>and partners.</p> <ol style="list-style-type: none"> Documentation related to the site visits includes, but is not limited to: <ul style="list-style-type: none"> Outreach log Referral triage plan Training log Training plan Participant funding source triage plan Policies and procedures Participant consent form
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Objective 2: Through October 31, 2025, CCRC will commence home visiting services on a continuous basis.

#	Activity Description	Evaluation/Deliverable/Performance Measure
2.0	<p>Develop a recruitment, enrollment, and retention plan for home visiting for review and approval by SBCDPH to include:</p> <ul style="list-style-type: none"> Component for canvassing target geographic area. Method of selection of referral agencies. Number of potentially CHVP-eligible women each referral agency serves. See the San Bernardino County California Home Visiting Program (CHVP) Eligibility Criteria, Screening, and Assessment document in this Contract. Sample agreement between Contractor and referral agency. Enrollment outreach and retention efforts. <p>HFA must maintain a minimum of 85% of caseload capacity. Failure to meet this minimum requirement will result in technical assistance and possible performance improvement plan (see Definitions section below). A six (6) month time frame is provided for building of caseload to reach the minimum of 85% capacity.</p>	<ol style="list-style-type: none"> Home Visiting Recruitment, Enrollment, and Retention Plan. Monthly deliverable progress report to include: <ul style="list-style-type: none"> Number of contacts (see Definitions section). Number of referrals (see Definitions section). Number of enrollments (see Definitions section). Monthly deliverable progress report to include: <ul style="list-style-type: none"> Number of contacts per referral agency. Number of referrals per referral agency. Number of enrollments per referral agency.
2.1	<p>Conduct HFA screening and enrollment for potentially eligible CHVP women within the community, as long as CHVP enrollment is lower than the target number of enrollments proposed.</p>	<ol style="list-style-type: none"> Monthly deliverable progress report to include: <ol style="list-style-type: none"> Number of participants contacted. Number of participants referred. Number of participants enrolled. If performing at a level less than 85% of stated goals for contacts, referrals, and/or enrollments, prepare a summary of steps that will be taken to attain stated goals of CHVP Home Visiting Recruitment, Enrollment, and Retention Plan.

Objective 3: Through October 31, 2025, CCRC will commence ongoing assessments of enrolled participants to develop and implement a comprehensive birth plan for all women, in accordance with the timeframe requirements set forth by HFA for each participant.

#	Activity Description	Evaluation/Deliverable/Performance Measure
3.0	<p>HFA periodicity will be based upon participant needs and strengths: visits will start prenatally and up to three (3) months postpartum. HFA must follow the creative outreach to enroll participants (see Definitions section below) procedure for participants who are enrolled, but have not maintained services.</p> <p>Contracted agency will be required to follow all standards set in place by HFA regarding retention.</p>	<ol style="list-style-type: none"> Monthly deliverable progress report to include: <ol style="list-style-type: none"> Number of participants enrolled in HFA services. Number of completed home visits per HFA participant. Number of attempted home visits per HFA participant.

3.1	<p>HFA Home Visitor Workers will implement the HFA model components, including addressing the following:</p> <ul style="list-style-type: none"> • Link participants to early/regular prenatal care and provide additional home visits for high risk factors such as history of pre-term delivery and/or low birth weight, pre-eclampsia and diabetes. • Assist participant in preparations for each prenatal visit and develop approaches to communicate needs/concerns with medical personnel. • Inform the participant and the participant's partner about the effects of smoking, alcohol/illicit drugs on fetal growth and assisting participants to identify goals and plans for cessation and/or reducing cigarette smoking. • Inform the participant about nutrition and exercise recommendations during pregnancy. • Inform participant about basic newborn care including immunizations. • Review intra-contraception plan for implementation following delivery of infant. • Monitor adequate use of office-based prenatal care. • Coach/mentor on using community resources (e.g. mental health, and oral health care). • Help mothers establish a consistent prenatal care provider and encourage compliance with prenatal appointments/medical advice. • Facilitate access to other needed services such as WIC/CalFresh. • Promote proper nutrition and other healthy habits. • Discourage risky behaviors, such as use of tobacco, alcohol, and illicit drugs. • Provide fetal development education. • Provide strategies to reduce stress. 	<p>1. Monthly deliverable progress report to include:</p> <ol style="list-style-type: none"> a. Medical conditions. b. Delivery conditions. c. Number of participants that achieve American Academy of Pediatrics (AAP) Brights Futures guidelines utilization to support/ensure infant receives well-child visit (first week three to five days, one-month visit, two-month visit, and nine-month visit). d. Number of participants who have completed infant immunizations appointments at two, four, six, and 12 months. e. Number of participants who have attended six-week postpartum medical appointment.
3.2	<p>HFA will enter data and home visiting information into case management database in accordance with the current HFA ETO User Manual, and the HFA Data Collection Manual for:</p> <ul style="list-style-type: none"> • Screenings and assessments to determine families at risk for child maltreatment or other adverse childhood experiences. • Home visiting services • Routine screening and assessment of parent-child interactions, child development, and maternal depression. <p>The HFA National Office recommends that affiliated sites use an appropriately designed data system to manage and report the participant services they provide; site, community, and staff characteristics; funding sources; agency collaborations; and preliminary outcomes information. The HFA National Office requires sites to report aggregate information on family characteristics, services, and outcomes in the web-based HFA site tracker system, which is free to affiliated sites.</p>	<p>1. Monthly deliverable progress report to include:</p> <ol style="list-style-type: none"> a. Number of screenings/assessments completed, and number of screening/assessments entered into data systems in accordance with the current HFA ETO User Manual, and the HFA Data Collection Manual. b. Number of home visits completed, and number of home visits entered into data systems in accordance with the current HFA ETO User Manual, and the HFA Data Collection Manual
3.3	<p>Contractor will attend all state and local meetings and trainings. A 100% attendance rate is mandated</p>	<p>1. Monthly deliverable progress report to include:</p> <ol style="list-style-type: none"> a. Names of HFA Home Visitor Works, HFA Supervisors and HFA Program Managers that attended meeting/training and name of meeting/training.
3.4	<p>Install, utilize and attend training for automated systems used with CHVP, as required by the State of California Maternal, Child and Adolescent Health (MCAH) Division. Example: Efforts to Outcomes (ETO).</p> <ul style="list-style-type: none"> • Engage in on-going coordination with the MCAH 	<p>1. Monthly deliverable progress report.</p>

	<p>Division Data Team and/or data collection system owners.</p> <ul style="list-style-type: none"> Comply with all CHVP data policies and procedures including data collection, entry, security, management, and reporting. 	
3.5	<p>Utilize evidence-informed materials to share information with families related to health, safety, child development and parenting. HFA will complete the following assessments/tools with participating families:</p> <ul style="list-style-type: none"> Family Resilience and Opportunities for Growth (FROG) Scale. ASQ ASQ-SE CHEERS Check-In Tool, and Family Goal Plans 	<p>1. Monthly deliverable progress report to include:</p> <ol style="list-style-type: none"> Initial report to include the assessment/tools used Number of participants for each tool: <ul style="list-style-type: none"> Family Resilience and Opportunities for Growth (FROG) Scale ASQ ASQ-SE CHEERS Check-In Tool Family Goal Plans Types of Goals included on Family Plan Number of participants that reached goals
3.6	<p>Utilize a Contractor-designed tracking tool to capture the number of prenatal care visits per participant.</p>	<p>1. Monthly deliverable progress report to include:</p> <ol style="list-style-type: none"> Number of prenatal care visits reported by participants.

Objective 4: Through October 31, 2025, CCRC will ensure all mothers of newborns and infants will receive a postpartum and newborn assessment within one (1) week of hospital discharge to cultivate and strengthen nurturing parent-child relationships.

#	Activity Description	Evaluation/Deliverable/Performance Measure
4.0	<p>HFA Home Visitor Workers will attempt weekly home visits for six (6) months postpartum using the Partners for a Healthy Baby Curriculum. After six (6) months, visits will be as needed based upon need and standards of the model. Home Visitor Workers services will include:</p> <ul style="list-style-type: none"> Update and recalibrate family goals, needs and strengths. Screen for depression, domestic violence and substance abuse. Facilitate access to new or continued mental/behavioral health services. Provide and facilitate appropriate community referrals. Assist with navigating successful access to and utilization of services. Provide ongoing health promotion and prevention to address healthy lifestyle behaviors. Support school, job housing and childcare needs. Provide/monitor referrals and interface with agencies to ensure needs are met. Provide contraceptive care information and support participants' inter-conceptual plan. Mentor/coach on critical thinking, problem solving skills and stress management. Assess, address and promote positive parent-child interactions. Educate parents about infant physical, social and emotional development, including infant cues, attachment, and empathy. Educate parents on safety, nutrition, child care options, and daily routines. Teach activities to promote child development. Educate parents regarding prevention of child injuries, including the topics of safe sleeping, shaken baby syndrome or traumatic brain injury, child passenger safety, poisoning, fire safety, water safety, and playground safety. Conduct developmental and social-emotional 	<p>1. Monthly deliverable progress report to include:</p> <ol style="list-style-type: none"> Medical conditions. Delivery outcomes. Number of postnatal care visits reported by HFA participants.

	<p>screenings.</p> <ul style="list-style-type: none"> • Connect infants to medical home. • Monitor/promote child immunizations. • HFA must follow the creative outreach to enrolled participants procedure for participants who are enrolled, but have not maintained services. • Utilize HFA tracking tool to include number of HFA postnatal visits per participant. 	
4.1	<p>HFA will collaborate with and attend Inland Empire Fatherhood Involvement Coalition (IEFIC) meetings. Contact information for IEFIC is Juan Solis, Father Engagement Coordinator for Children’s Network. Phone Number: 909 383-9662 Email address: Juan.Solis@hss.sbcounty.gov</p>	<p>1. Monthly deliverable progress report to include:</p> <ol style="list-style-type: none"> a. Name of employee who attended IEFIC meeting and date of meeting.
4.2	<p>Maintain a Community Advisory Board (CAB) that will serve in a consultative manner in the planning and implementation of program-related and system-integration activities. CAB guidance must include the following activities:</p> <ol style="list-style-type: none"> 1. The CAB will hold meetings once per quarter at minimum, during each three (3) month period, as follows: July through September, October through December, January through March, and April through June. 2. Maintain meeting minutes and a current membership attendance roster, which should include agency/provider representation. Composition must include County Public Health staff, County Transitional Assistance Department staff, parents, medical providers, community-based organizations, faith-based organizations, and community members. 3. Assist in informing program operation and implementation, quality assurance and improvement, child and family advocacy, and public awareness regarding home visiting. 4. Assist in strategies to improve systems integration, interagency coordination, information sharing and referrals within the local early childhood system of services. 5. Promote program quality and sustainability. 	<p>1. Monthly deliverable progress report to include, as applicable:</p> <ol style="list-style-type: none"> a. CAB meeting minutes and a current membership attendance roster. b. As applicable, describe challenges associated with recruitment and/or retention of CAB membership and strategies that will be employed to successfully add or retain members.

Definitions

Contacts – Individual or community-based agency which HFA was discussed with by mail, email, telephone or another form of communication.

Referral – An individual who has been screened for HFA services, determined eligible for services, and recommended for services.

Enrollments – A participant is considered enrolled once the participant:

- Participates in a face-to-face visit with the home visitor at the participant’s home, the place where the participant is residing or in a private setting outside the participant’s home.
- Signs required HFA model consent forms.

Technical Assistance – When agencies are not meeting minimum expectations as defined in the scope of work, San Bernardino County Department of Public Health (SBCDPH) will provide monthly technical assistance calls to the agency to include:

- Discussion of possible reasons minimum expectation was not met.
- Advice on how to remove barriers to meeting minimum expectation.
- Assistance that can be offered by SBCDPH.
- Potential training needed to meet minimum expectation.

Performance Improvement Plan – Agencies are required to meet minimum expectations as defined in the scope of work to demonstrate a stable home visiting program and maximize funding levels. When an agency falls below minimum expectations as defined in a specific scope of work activity description for three (3) consecutive months, SBCEPH will initiate a Performance Improvement Plan (PIP). The procedure for a PIP is outlined below:

- On a monthly basis, SBCEPH will review caseload reports for each agency. Agencies who have fallen below minimum expectations for three (3) consecutive months will work jointly with SBCEPH to create a PIP.
- The PIP contains a SMART Expectation and monthly tracking goals towards improving caseload capacity. On a monthly basis, the agency and SBCEPH will discuss progress on the PIP until the minimum expectation has been met for a minimum of one (1) month. Reaching the minimum expectation concludes the PIP process.

Creative Outreach to Enrolled Participants – Agencies must use positive and persistent creative outreach efforts to re-engage participants who are enrolled in the home visiting program but have not maintained services. The procedure for placing a participant on creative outreach is defined below:

- After one (1) month of unsuccessful attempts to schedule a home visit, creative outreach must be instituted. Creative outreach will include contact:
 - Every week for the first month.
 - Twice a month for the second month.
 - Once in the third month.
- If a participant is unavailable for home visits for at least thirty (30) days (i.e., they will be out of the area for a month), placement on creative outreach must be immediate.
- Participants must not be placed on creative outreach due to program issues (e.g., staff turnover, training).
- Efforts to contact participants to re-engage them in services (e.g., attempted phone calls, texts, home visits) must be documented in supervision notes and in the Efforts to Outcome (ETO) database. In addition, HFA must document creative outreach in the family file.
- Creative outreach efforts must continue for three (3) consecutive months (Ninety (90) days) unless the participant re-engages, declines services, or move from the service area.
- If participant does not re-engage with site at the end of the three (3) consecutive months (Ninety (90) days) from the time they were placed on creative outreach, dismissal is required immediately.

ATTACHMENT B
San Bernardino County California Home Visit Program (CHVP)
Eligibility Criteria Screening and Assessment

The CHVP serves pregnant and newly parenting families who have one or more of the following risk factors: Domestic violence, inadequate income, unstable housing, education less than 12 years, substance abuse, and depression and/or mental illness.

CHVP Healthy Families America (HFA) Program eligibility criteria are established by the HFA model. In addition, CHVP sites must comply with the following:

- To be eligible for CHVP based on the inadequate income risk factor, participants must have income at or below a level or standard, or be determined automatically income-eligible based on participation in certain programs.

Income Standard. The income standard is < 138 percent of the federal poverty guidelines (issued each year by the U.S. Department of Health and Human Services).

Automatic Income Eligibility. Applicants are determined income-eligible for CHVP based on their participation in certain programs. These include individuals:

- eligible to receive CalFresh, Medi-Cal, or CalWORKs;
 - or individuals that are eligible to participate in other publicly funded programs.
- CHVP services will be provided countywide to the residents of San Bernardino County. See Attachment A for additional information;
 - If a participant meets all other model eligibility criteria, but is without a permanent address, such as living in a shelter or temporary housing, they are eligible for enrollment in CHVP; and
 - Participants may be pregnant or within three (3) months of having given birth. First-time parent requirement is optional.

HFA Programs: Screening and Assessment

HFA sites must use a two-step process that includes an initial screening followed by the assessment using the Family Resource and Opportunities for Growth (FROG) scale. The FROG scale informs development of a family's Service Plan, which includes strategies to address identified on the FROG scale subject to change as required by the California Department of Public Health MCAH Division, CHVP, or HFA.

- Contractor's Screening forms must be approved by the California Department of Public Health (CDPH).
- All screening results must be entered into the CHVP Efforts to Outcome (ETO) data system within seven (7) days of receiving the screen, regardless of the outcome and in accordance with current HFA ETO User Manual, and the HFA Data Collection Manual.
- The FROG Scale should be completed in as timely a way as possible, i.e., no later than the fourth home visit (ideally within 30 days of enrollment through the fourth home visit may extend beyond 30 days if parents are not immediately receptive to weekly home visits). Refer to the *Family Resilience and Opportunities for Growth (FROG) Scale Form Guidance*.
- County approved consent forms should be used prior to the participant assessment to ensure that information obtained is protected and kept confidential.

Note: If a potential participant scores a negative screen (score is less than 10) on the HFA eligibility screener, they must be provided with alternative program information and alternative community-based services by home visiting staff.

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Department of Public Health (hereinafter Covered Entity) and Child Care Resource Center, Inc. (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Date the Breach or suspected Breach occurred;
 - b) Date the Breach or suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures,

internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.



ATTACHMENT D
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Child Care Resource Center, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501 (c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

ATTACHMENT E

BUDGET

Public Health, Maternal, Child and Adolescent Health Division
BUDGET SUMMARY

SUBCONTRACT

FISCAL YEAR	INVOICE TYPE	BUDGET	BUDGET STATUS	BALANCE
2024-2025	MONTHLY	ORIGINAL	ACTIVE	

Rev. 5/22/23

PURPOSE:	CHVP SGF Evidence-Based Home Visiting (EBHV)		FUNDING SOURCE, PCA	
CONTRACTOR:	San Bernardino		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EBHV 24-36	111	(2)	(3)
SUBK:	Child Care Resource Center	TOTAL FUNDING	%	\$
FUNDING TOTALS		211,656		211,656

EXPENSE CATEGORY				
PERSONNEL	\$114,307	100.00%	\$114,307	
FRINGE BENEFITS	\$37,019	100.00%	\$37,019	
OPERATING	\$40,867	100.00%	\$40,867	
EQUIPMENT				
TRAVEL	\$4,330	100.00%	\$4,330	
SUBCONTRACTS				
OTHER COSTS				
INDIRECT COST	\$15,133	100.00%	\$15,133	
BUDGET TOTALS		\$211,656	100.00%	\$211,656
BALANCES		=====>	\$0	

Maximum Amount Payable:	\$211,656
--------------------------------	------------------

I CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Signature over _____ DATE _____
 Printed Name Stewart Hunter
 Project Director

State Use Only	FUNDING SOURCE	CHVP - SGF	
	PCA CODE		51023
PERSONNEL			114,307
FRINGE BENEFITS			37,019
OPERATING			40,867
EQUIPMENT			
TRAVEL			4,330
SUBCONTRACTS			
OTHER COSTS			
INDIRECT COST			15,133
Totals for PCA Codes	211,656		211,656

PURPOSE:	CHVP SGF Evidence-Based Home Visiting (EBHV)		FUNDING SOURCE, PCA	
CONTRACTOR:	San Bernardino		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EBHV 24-36	(1)	(2)	(3)
SUBK:	Child Care Resource Center	TOTAL FUNDING	%	\$
FUNDING TOTALS		211,656		211,656

EXPENSE CATEGORY						Remaining Funds	
PERSONNEL						100.00%	114,307
TOTAL PERSONNEL COSTS						114,307	114,307
TOTAL WAGES						114,307	114,307
	INITIALS	TITLE OR CLASS.	FTE %	ANNUAL SALARY	TOTAL WAGES		
1	CA	Supervisor	35%	72,763	25,474	100.00%	25,474
2	TBD	Family Support Specialist	100%	45,500	45,500	100.00%	45,500
3	TBD	Family Support Specialist	100%	43,333	43,333	100.00%	43,333
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

FRINGE BENEFITS				Remaining Funds	
				100.00%	37,019
TOTAL FRINGE BENEFITS				37,019	37,019

OPERATING				Remaining Funds	
				100.00%	40,867
TOTAL OPERATING EXPENSES				40,867	40,867
1	Supplies		6,046	100.00%	6,046
2	CLE Certification		1,695	100.00%	1,695
3	HFA Training		12,230	100.00%	12,230
4	Partners for a Healthy Baby		2,250	100.00%	2,250
5	Other training		4,560	100.00%	4,560
6	Start Early HV Subscription		3,533	100.00%	3,533
7	Security Service		799	100.00%	799
8	Insurance		744	100.00%	744
9	Telephone		1,541	100.00%	1,541
10	Rent		7,469	100.00%	7,469

EQUIPMENT				Remaining Funds	
TOTAL EQUIPMENT EXPENSES					
1					
2					
3					

PURPOSE:	Public Health CHVP SGF Evidence-Based Home Visiting (EBHV)	FUNDING SOURCE, PCA		
CONTRACTOR:	San Bernardino	CHVP - SGF, 51023		
AGREEMENT #:	CHVP SGF EBHV 24-36	(1)	(2)	(3)
SUBK:	Child Care Resource Center	TOTAL FUNDING	%	\$
FUNDING TOTALS		211,656		211,656

EXPENSE CATEGORY				
4				
5				

TRAVEL			Remaining Funds	
			100.00%	4,330
TOTAL TRAVEL EXPENSES:		4,330		4,330
1	Travel	4,330	100.00%	4,330
2				
3				
4				
5				

SUBCONTRACTS			Remaining Funds	
TOTAL SUBCONTRACT EXPENSES:				
1				
2				
3				
4				
5				

OTHER COSTS			Remaining Funds	
TOTAL OTHER COSTS:				
1				
2				
3				
4				
5				

INDIRECT COST			Remaining Funds	
			100.00%	15,133
TOTAL INDIRECT COSTS:		15,133		15,133
10.00% of Total Personnel and Benefits		15,133	100.00%	15,133

ATTACHMENT F

FISCAL SUPPORTING DOCUMENTATION GUIDE

Department of Public Health Family Health Services Section



Fiscal Supporting Documentation Guide 2024

Introduction

The San Bernardino County Department of Public Health – Family Health Services is responsible for the efficient and effective administration of the State, Federal or Local funding awarded through the application of sound management practices. The subcontractor is responsible for administering award funds in a manner that is consistent with the underlying agreements, program objectives, and the terms and conditions of the award.

SUPPORTING DOCUMENTATION REQUIREMENTS

This document is intended as a guide to the appropriate supporting documentation for subcontractor expenditures. This document applies to all Department of Public Health – Family Health Services subcontractors.

All expenditures and financial transactions must be supported by documentation that demonstrates the reason the transaction is allowable for grant purposes. Accounting records must trace back to source documentation. Subcontractors should design a system to organize, group, submit and retain the related information for each grant and activity. It is at DPH's discretion to request additional documentation as necessary to provide compliance support for funded program activities.

Documentation must demonstrate that costs are:

- Reasonable, allocable, and allowable
- Within grant limits
- Treated consistently
- Determined in accordance with Generally Accepted Accounting Principles (GAAP) and Office of Management and Budget (OMB) cost principles.

Retention and Availability

Supporting documentation must be retained by the Subcontractor for the entire retention period indicated in the subaward.

Examples of Supporting Documentation

Supporting documentation includes but is not limited to the following:

- General Ledger
- Paid receipts
- Canceled checks or check & payment registers from Subcontractor's financial management system
- Travel logs
- Hotel/motel itemized charges and payments
- Journal entries
- Training or other event attendance rosters/agenda
- Time and attendance activity reports
- Payroll time sheets completed by employee and signed by supervisor
- Performance reports
- Payroll registers indicating employee's name, dates, hours and costs charged to the grant
- Credit Card Statements
- Depreciation/amortization schedules

- Cost allocation plans
- Detailed audit reports including the auditor's comments and corrective action plans
- Contracts with invoices from vendors or other service providers
- Policies and procedures
- Personnel position descriptions

PROCEDURES FOR SUBMITTING INVOICES

Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget and must not exceed the maximum contract amount. Only expenditures obligated during the period of performance will be reimbursed. Depending on the unique nature of services for a particular program activity, payments to individuals must be in the form of a check or direct deposit. **No cash** transactions to individuals will be reimbursed. The consideration to be paid to the subcontractor, as provided in the contract, will be in full payment for all subcontractor's services and expenses incurred in the performance of contract activities, including travel and per diem.

Invoices will include, at minimum, a breakdown of expenditures for each budget line and subline, as applicable, for deliverable items and activities performed consistent with the Scope of Work for specific program services/activities detailed in the contract. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice and will be processed with a net sixty (60) day payment term following approval by County.

Invoices are to be submitted monthly no later than ten (10) business days following the month of service. Subcontractors are requested to complete the following steps to submit an invoice for review/payment:

- Send an email with the completed invoice (no supporting documentation) to San Bernardino County ATC at apinvoices@atc.sbcounty.gov and cc Shanice.Johnson@dph.sbcounty.gov and shunter@dph.sbcounty.gov
- Send an email with supporting documentation to Shanice.Johnson@dph.sbcounty.gov or you may submit hard copies of supporting documentation via mail to:

Department of Public Health
Attn: Shanice Johnson
451 E. Vanderbilt Way, Third Floor
San Bernardino, CA 92408-0012

Note: If subcontractor is experiencing challenges meeting the submission deadline, we recommend contacting DPH-FHS staff to request an extension for submission.

INCOMPLETE INVOICE SUBMISSION

Invoices received that are incomplete or inaccurate will be returned to the subcontractor for corrections and resubmission. Initial return request timeframe will be five (5) calendar days for resubmission of complete and accurate invoice and/or supporting documentation. This process will restart the "net sixty (60) day" payment term, which does not start until the invoice is **approved** by DHP-FHS staff.

It is imperative that DPH-FHS receives a timely response to continue with the payment process and avoid unnecessary delays in payments for services provided.

SUPPORTING DOCUMENTATION FOR EXPENDITURE CLAIM

- All providers need to include their current month *posted* General Ledger entries matching their claims for reimbursement.
- Separate and clearly identify each section, (for example, with a blank color sheet of paper marked A, B, C, D, etc.).
- Arrange the pages of each section in order to include the backup/support documents and receipts/invoices in the order they are listed on the invoice.
- It is imperative documents attached to claims demonstrate, with absolute clearness, the allowable expenditure.

- Clear allocation of costs must be included (i.e., Cost Allocation Plan) if the costs are going to be shared among different funding sources.
- Include proof of payment for all expenses claimed.

Note: It is at DPH-FHS' discretion to request additional documentation as necessary to provide compliance support for the program.

Section A – Personnel (Staff Salaries and Benefits)

- Hourly employees – Attach the payroll registry (with highlighted dollar amounts claiming) for verification of payment and time sheet/time tracking documentation, signed by the supervisor or person responsible for payroll.
- Salary employees – attach payroll register (highlight the dollar amounts claiming), provide a detail in this section and ensure FHS has a copy of the salary contract.
- Any backup for benefits, again with detailed breakdown of expenses (highlight the dollar amounts claiming).

Section B – Operating (includes office supplies/cellphones/incentives/operation support (rent/utilities)/training/materials/affiliation fee and special support)

- Copy of invoices or receipt for payments (highlight the dollar amounts claimed).
- Rent/facility costs:
 - Copy of rental agreement
 - Required annually, renewals, or new lease.
 - Copy of receipts for payments
 - Breakdown of the charges according to the agreement
- Office supplies, cellphones, incentives, utilities, program materials, affiliation fees, and special support:
 - Copy of invoices or receipts for payments
- Participant incentives & special support
 - Signed tracking sheets for prepaid gift card (must be restricted from alcohol and tobacco purchases), gas card and/or incentive must be signed by the participant and the issuer with their printed name.
 - Reimbursements can only be made for prepaid gift cards and gas cards that are *actually issued* to participants. Payments for unissued cards will not be reimbursed.
 - The reason for issuance for the incentive must be clearly explained on an incentive form and signed by all parties, including the participant.

Section C – Equipment

- Copy of the invoices or receipts for payments (highlight the dollar amounts claimed)
- Explanation of the Purchase:
- Purchases of equipment of \$5,000 value, or more must have:
 - Prior written approval from the DPH-FHS Administrative Supervisor I and/or Program Manager.
 - Three (3) competitive quotes must be obtained and included with the invoice.
- Breakdown of the charges
- **Equipment Rent/Lease**
 - Copy of invoices or receipts for payments
 - Copy of rental or lease agreement for the equipment
 - Any equipment leased valued at \$5,000 or more, must have prior written approval from the FHS Administrative Supervisor I and is included with the invoices.
 - Breakdown of the charges

Section D – Staff Travel/Training/Meetings

- Mileage, rate per mile, starting point, destination and supporting documents to support the expenses (e.g. maps, meeting agendas, appointments, event flyer).
- The mileage claim form must have an authorized signature and printed name of both employer & employee.
- Copy of flyers for meetings/events, times, and amounts.

- Copy of invoices or receipts for payments for any expenditures.

Section E – Subcontracts

- Copy of invoices or receipts for payments (highlight the dollar amount claiming)
- Breakdown of charges
- Example of Contracted services:
 - Janitorial Service
 - 3rd Party Payroll Services, etc.

Note: Subcontracts *must have* written approval from DPH-FHS Program Manager prior to execution of contract/agreement/MOU for subcontracting direct program services.

Section F – Other Costs (List)


- Copy of invoices or receipts for payments
- Highlight the items and dollar amounts of items included with the claim.


Note: If an expenditure or item on the receipt needs to be explained, write a note for clarification.

Section G - Indirect Costs

- Calculation of the amount (percentage and base or fixed amount) according to the agreement.

ATTACHMENT G

	COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 08-02 PAGE 1 OF 1 EFFECTIVE DATE March 20, 2018
POLICY: TRAVEL MANAGEMENT		APPROVED ROBERT A. LOVINGOOD Chairman, Board of Supervisors
<p><u>POLICY STATEMENT AND PURPOSE</u> It is the policy of the Board of Supervisors (Board) to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of County operations and the County Traveler(s).</p> <p>It is the intent of this policy to implement best practices that demonstrate transparency and accountability by using the most cost effective rates and reasonable methods for the type of services needed, and by managing reimbursements according to provisions of the Memoranda of Understanding with employee bargaining units, County Code, or other specific Board action, and in compliance with Purchasing Department and Auditor-Controller requirements.</p> <p><u>DEPARTMENTS AFFECTED</u> Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities</p> <p><u>DEFINITIONS</u> Appointing Authority – The executive or administrative head of a department, division or agency. County Business – Any activity directly related to the necessary and required purposes and functions of the County. County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.</p> <p><u>POLICY AMPLIFICATION</u> The County has a fiduciary and ethical responsibility to manage and protect public funds when utilizing taxpayer dollars for transportation and other travel expenditures. County Travelers should travel only on County Business when necessary and when the Appointing Authority determines it to be in the best interest of the County. It is the responsibility of the Appointing Authority to determine the need for and approve each request to travel on County Business.</p> <p>Appointing Authorities are responsible for developing internal procedures that reference and meet the intent of this policy and the associated standard practice(s).</p> <p><u>LEAD DEPARTMENT</u> County Administrative Office</p> <p><u>APPROVAL HISTORY</u> Adopted June 23, 2015 (Item Number 37) Amended March 20, 2018 (Item Number 22)</p> <p><u>REVIEW DATES</u> March 2023</p>		

	COUNTY OF SAN BERNARDINO STANDARD PRACTICE	No. 08-02 SP 1 PAGE 1 OF 4 EFFECTIVE DATE May 23, 2023
POLICY: TRAVEL MANAGEMENT SP: Guidelines for Travel	APPROVED LEONARD X. HERNANDEZ Chief Executive Officer	
<p><u>PURPOSE</u> It is the policy of the Board of Supervisors to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of the County and the County Traveler (County Policy 08-02, TRAVEL MANAGEMENT).</p> <p>The purpose of this Standard Practice is to promote efficient use of County resources and strengthen internal controls by establishing uniform travel procedures.</p> <p><u>DEPARTMENTS AFFECTED</u> Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities</p> <p><u>DEFINITIONS</u> Appointing Authority – The executive or administrative head of a department, division or agency.</p> <p>County Business – Any activity directly related to the necessary and required purposes and functions of the County.</p> <p>County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.</p> <p><u>PROCEDURES</u> Travel Expenses and General Conditions</p> <p>A. Travel on County Business must be arranged and authorized in accordance with provisions specified in applicable Memoranda of Understanding with employee bargaining units, County Code, other specific Board action, and/or procedures established by the Auditor-Controller/Treasurer/Tax Collector. The Appointing Authority should consider the nature of the trip, appropriateness of the individual to represent the organization, length of stay, mode of transportation, cost effectiveness of the request and any other relevant information regarding all travel requests including, but not limited to:</p> <ol style="list-style-type: none"> 1. Local travel; 2. Out-of-state travel (County Code § 13.0613); 3. Out-of-country travel (County Policy No. 08-04); or 4. Travel reimbursed by a non-County source. <p>B. Arrangements for transportation, lodging or registration fees may be made with a County-approved credit card.</p> <p>C. Travel expenses shall be carefully monitored by each department, division and agency, using designated accounting strings.</p> <p>D. Taking into consideration Paragraph H, County Travelers shall seek to use the lowest rate available for the type of service or accommodation being utilized that meets their needs and minimizes risks including negotiated airline, hotel and rental car contracts (for instance, the County utilizes a negotiated contract for rental car activities). Exceptions may be made when an Appointing Authority determines that an overriding operational consideration, medical</p>		

COUNTY OF SAN BERNARDINO
STANDARD PRACTICE

No. 08-02 SP 1
PAGE 2 OF 4
EFFECTIVE DATE May 23, 2023

condition or disability, or a security consideration requires flexibility in order to serve the best interest of the County, or if a lower rate is not reasonably available.

- E. County Travelers eligible for reimbursement of actual and necessary expenses for transportation, meals, lodging and incidentals such as parking, telephone calls, tolls, and gratuities that are allowed by the department for authorized travel shall submit an Auditor-Controller/Treasurer/Tax Collector Travel Request Form (TRF) along with any supporting receipts to the Auditor-Controller/Treasurer/Tax Collector. All such reimbursements shall be subject to the conditions set forth in County Travel Policies, this Standard Practice, and the provisions of the applicable Memoranda of Understanding (MOU) with employee bargaining units and/or the Exempt Group Working Conditions Ordinance. Only expenses incurred as part of County Business and authorized by the Appointing Authority shall be included on this form and reimbursed. County Travelers who are not County Employees will be subject to the terms included in this Standard Practice when eligible for reimbursement for expenses incurred during the conduct of County business as authorized by the Appointing Authority.
- F. County Travelers shall complete the relevant expense section on the TRF for all overnight or out-of-state travel. The TRF is to be fully completed in addition to the Cal-Card Justification packet. The TRF is used to collect and report actual costs incurred for overnight or out-of state travel. Once completed, the TRF should be signed by the County Traveler, Appointing Authority (or designee) and submitted with the Cal-Card Justification packet, if applicable. The TRF is available on the Auditor-Controller/Treasurer/Tax Collector and the Purchasing Department websites.
- G. Any payment for or reimbursement of travel expenses from any non-County source must be approved by the Appointing Authority in advance of booking said travel. In certain situations, payment or reimbursement by a non-County source may create a conflict of interest, and for certain employees may be subject to reporting on financial disclosure forms. In such situations, the Appointing Authority should contact County Counsel for legal advice.
1. County Travelers receiving reimbursement from a non-County source for travel on County time (such as statewide committees and vendor-paid training or product evaluation pursuant to a contract) shall forward documentation of the reimbursement to the Appointing Authority for handling and deposit if the traveler intends to submit a TRF to the County or use County resources to travel. The claim for actual and necessary expenses for transportation, meals, lodging and incidentals is subject to the conditions set forth in County Travel Policies and this Standard Practice.
 2. If an organization or vendor pays costs directly to an airline, hotel or other provider on a County Traveler's behalf, documentation must be provided to the Appointing Authority if a TRF is submitted to the County for reimbursement of other travel costs. Further, in situations where a County Traveler is reimbursed directly for expenses without remittance to the Appointing Authority, all County policies regarding conflict of interest, need for disclosure, ethics and vendor relations shall apply and the County Traveler will be responsible for providing appropriate documentation to support all of these requirements.
- H. Arrangements for transportation, lodging, registration fees, or other travel expenses shall be carefully monitored by the department. Reservations should be made as far in advance as possible to take advantage of discounts and special offers, and County Travelers shall request the government rate or lowest cost to the County when making travel arrangements. Non-refundable airline ticket options must be utilized whenever possible to minimize travel costs. Costs resulting from changes to non-refundable tickets in response to a County need or interest are valid County expenses.
- I. Lodging costs may exceed the County's established rate(s) in the applicable MOU under special conditions:

COUNTY OF SAN BERNARDINO
STANDARD PRACTICE

No. 08-02 SP 1
PAGE 3 OF 4
EFFECTIVE DATE May 23, 2023

1. A conference or convention sponsored by a California state or regional association for which the sponsor has arranged for the lodging, registration at a pre-arranged group rate may be permitted with advance written authorization of the Appointing Authority.
 2. When a County Traveler is attending a conference or convention that is being sponsored by an organization of which the County department or employee is a member and where seminars or committee meetings are to be held at a particular hotel, or when events are scheduled for evening hours, the Appointing Authority may authorize lodging at the designated hotel.
 3. If County Business requires lodging in an area of unusually high cost (as defined in the applicable MOU).
- J. If cancellation is necessary, County Travelers are responsible for canceling lodging or accommodations before the cancellation period ends and should record the cancellation number and justification in case disputes arise.
- K. Departments are responsible for tracking unused refundable tickets and available credit for unused non-refundable tickets, to be applied to future County travel. The County Traveler shall retain ownership of denied boarding compensation if a County Traveler is traveling on County Business and a carrier denies the County Traveler a confirmed reserved seat on an airplane. If voluntarily vacating a seat will not interfere with the performance of official duties, and if any additional travel expenses incurred as a result of vacating the seat are borne by the employee and not reimbursed, the employee may keep the compensation from an airline for vacating a seat when the airline asks for volunteers. In this situation, the County Employee must also utilize appropriate leave for the additional hours, if volunteering delays travel during work hours.
- L. Travel expenses may not be claimed for relatives or guests of a County Traveler.
- M. Special lodging such as accommodations in apartments, recreational vehicle parks or campgrounds, or other semi-permanent lodgings that require a contractual agreement shall be presented for review and advance written authorization of the Chief Executive Officer and processed through existing County Procedures.
- N. At the discretion of the Appointing Authority, County Travelers may be able to claim lodging on the evening prior to a function, or for the last evening of a function. Costs for a Saturday night stay may be reimbursable to a County Traveler if it reduces the ticket cost to the County more than any additional lodging/meals/parking costs, and is well-documented as a clear savings to the County.
- O. If the County Traveler chooses to extend his/her stay during the work week at personal expense, Appointing Authority approval is required in advance and is subject to the County Traveler's work schedule or approval of a request for leave time. Any increase in costs to the County for modified travel arrangements shall be reimbursed to the County (e.g. switching a return flight previously scheduled for Friday to Sunday).
- P. County Travelers may upgrade tickets or accommodations, such as early bird boarding and preferred seating, provided that the County Traveler personally pays for the difference in cost for such upgrade. The County Traveler must provide written documentation of payment, and demonstrate that the cost does not exceed that which would have been incurred had the upgrade not been made.
- Q. The County will not reimburse for any type of travel insurance (trip cancellation or interruption, accidental death or disability, loss of personal belongings, etc.) unless the Appointing Authority requests the County Traveler to purchase such coverage.

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- R. The County will not reimburse for certain personal charges, including, but not limited to, alcohol, in-flight movie or internet charges, airport/hotel wireless internet charges (other than for a business purpose), or other miscellaneous charges at the discretion of the County Traveler's personal choice. Valet parking will not be reimbursed unless self-parking is not available or security is a concern. Exceptions may be authorized in certain circumstances with approval of the Appointing Authority.
- S. For Fair Labor Standards Act (FLSA) - covered employees, County travel may impact certain aspects of employment such as compensation for overtime. It is not the intent of the County Travel Policy or this Standard Practice to address these types of issues. Any questions on such matters should be directed to the department's Human Resources Business Partner.
- T. Non-compliance with the provisions of this Standard Practice may result in withholding reimbursement, revoking of an County approved credit card and/or other disciplinary action up to and including terminating employment.

LEAD DEPARTMENT

County Administrative Office