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Contract Number

22-15

SAP Number

4400015836

Department of Public Health

Department Contract Representative	<u>Michael Shin, HS Contracts</u>
Telephone Number	<u>(909) 386-8146</u>
Contractor	<u>El Sol Neighborhood Educational Center</u>
Contractor Representative	<u>Alex Fajardo</u>
Telephone Number	<u>(909) 884-3735</u>
Contract Term	<u>01/11/2022 through 01/10/2024</u>
Original Contract Amount	<u>\$2,380,000</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$2,380,000</u>
Cost Center	<u>9300321000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino, Department of Public Health (DPH), hereafter referred to as "County", desires to provide California Home Visiting Program within San Bernardino County using the Healthy Families America (HFA) model to provide services to pregnant and newly parenting families; and

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

WHEREAS, County finds El Sol Neighborhood Educational Center (El Sol), hereafter referred to as "Contractor", qualified to provide early childhood development and parenting education, proposed in the San Bernardino County Home Visiting (SBC-HVP) Program, and innovative community-driven, child-centered and family focused program, designed to improve health outcomes for mothers and newborns; and

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

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

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**ATTACHMENT F – SAN BERNARDINO COUNTY CALIFORNIA HOME VISITING PROGRAM (CHVP)
ELIGIBILITY CRITERIA, SCREENING AND ASSESSMENT**

I. DEFINITIONS

- A. Adverse Childhood Experiences (ACEs) – Experiences includes child maltreatment, domestic violence, substance abuse, and mental illness.
- B. California Home Visiting Program (CHVP) – Program designed to promote maternal health, healthy pregnancy outcomes, and infant/child health and development; stress the importance of early and on-going learning; and build/strengthen child/parent relationships by teaching critical skills and techniques to improve family dynamics.
- C. Contacts – Individual or community-based agency which HFA was discussed with by mail, e-mail, telephone or another form of communication.
- D. Creative Outreach to Enrollment 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.
1. After one (1) month of successful 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.
 2. 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.
 3. Participants must not be placed on creative outreach due to program issues (e.g., staff turnover, training, etc.).
 4. Efforts to contact participants to re-engage them in services (e.g., attempted phone calls, texts, home visits, etc.) 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.
 5. Creative outreach efforts must continue for three (3) consecutive months (90 days) unless the participant re-engages, declines services, or moves from the service area.
 6. If participant does not re-engage with site at the end of three (3) consecutive months (90 days) from the time they were placed on creative outreach, dismissal is required immediately
- E. Department of Public Health (DPH) – The department created in 1931 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 county.
- F. 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.
- G. Enrollments – A participant is considered enrolled once the participant:
1. Participants 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.
 2. Signs required HFA model consent forms.
- H. 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.

- I. Face-to-Face Visit – A face-to-face visit describes an in-person interaction to conduct HFA 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. For the period of time during which it is not possible to conduct face-to-face visits with program participants due to Coronavirus Disease 2019 (COVID-19), it is permissible to interact with participants via virtual methods or applications. Please see the definition for Virtual Visit below.
- J. 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.
- K. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- L. 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.
- M. Performance Improvement Plan – Agencies 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 an agency falls below minimum expectations as defined in a specific scope of work activity description for three consecutive months, SBCDPH will initiate a Performance Improvement Plan (PIP). The procedure for a PIP is outlined below:
 1. On a monthly basis, SBCDPH will review caseload reports for each agency. Agencies who have fallen below minimum expectations for three consecutive months will work jointly with SBCDPH to create a PIP.
 2. The PIP contains a SMART Expectation and monthly tracking goals towards improving caseload capacity. On a monthly basis, the agency and SBCDPH 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.
- N. Preterm Birth – A live birth less than 37 weeks gestation.
- O. 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.
- P. Referral – An individual who has been screened for HFA services, determined eligible to services and recommended for services.
- Q. Technical Assistance – When agencies are not meeting minimum expectations as defined in the scope of work, SBCDPH will provide monthly technical assistance calls to the agency to include:
 1. Discussion of possible reasons minimum expectations was not met.
 2. Advice on how to remove barriers to meeting minimum expectation.
 3. Assistance that can be offered by SBCDPH.
 4. Potential training needed to meet minimum expectations.
- R. Virtual Interaction – A virtual interaction describes contact with a participant or group of participants using video conferencing methods or applications (e.g., Zoom, WebEx, StarLeaf). For the period of time during which it is not possible to conduct in-person sessions or visits with program participants due to Coronavirus Disease 2019 (COVID-19), it is permissible to interact with participants via virtual methods or applications. The utilization of virtual methods will remain

in effect until the State of California Department of Public Health Maternal, Child and Adolescent Health Division, County of San Bernardino Health Officer, or other competent authority, indicates that in-person or similar services may be initiated or implemented.

II. CONTRACTOR SERVICE RESPONSIBILITIES

Contractor shall:

- A. Collaborate with County to implement the California Home Visiting Program (CHVP) within San Bernardino County using the Healthy Families America (HFA) model and Partners for a Healthy Baby curriculum to provide services to pregnant and newly parenting families.
- B. Maintain and/or renew its Healthy Families America (HFA) accreditation status throughout the term of this Contract. Contractor shall provide documentation of HFA accreditation to County within five (5) 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 VII below.
- C. Perform the activities and achieve the objectives described in the Scope of Work for Home Visitation (Attachment C). Contractor shall complete the components of the in Attachment C in a manner that represents and promotes the interests of County, as expressed by County throughout the term of the Contract.

Due to COVID-19, Contractor shall not deliver face-to-face home visitation or similar in-person services without first consulting DPH. This shall remain in effect until the County of San Bernardino Health Officer, or other competent authority, indicates that face-to-face or similar services may be initiated or implemented.

- D. Follow the San Bernardino County California Home Visiting Program (CHVP) Eligibility Criteria, Screening and Assessment (Attachment F) to determine eligibility for participation in HFA.
- E. Complete and submit to County all monthly progress reports as described in the Scope of Work for Home Visitation (Attachment C).
- F. 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.
- G. Respond to the input and evaluation by County regarding services provided by Contractor through the home visiting intervention of CHVP.
- H. 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.
- I. Recruit, hire, and train direct service staff that are reflective of the community/population served by CHVP.
- J. 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.
- K. Submit monthly invoices to County for reimbursement of CHVP activities and deliverable items, as described in Section V.
- L. 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.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. 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 County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. 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, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino 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 (5) 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 member's staff, Chief Executive Officer of the County 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.
- F. If during the course of the administration of this Contract, the County determines that the 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.

- G. 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.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DPH through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

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 Paragraph AA of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs V and W of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other 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 also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within

two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. 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. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

- N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- O. Contractor will ensure that staff are knowledgeable on San Bernardino County Human Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- Q. 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. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Rule, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement (Attachment D), hereby incorporated by this reference. 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 the Contract.
- R. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- S. 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 memorialized and includes, but is not limited to: technology infrastructure,

architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

- T. 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).
- U. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- V. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- W. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.
- Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- X. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 3. 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.

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.

- Y. Contractor shall make every reasonable effort to prevent employees, consultants or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by 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, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- Z. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) 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.
- AA. Contractor agrees to and shall comply with the following 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 indemnitees. The Contractor's 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 the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds 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 2010.1185.

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. 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, including endorsements, as required, 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 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. The type(s) of insurance required is determined by the scope of the contract services.

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/Employers 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 (1) 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 or occurrence and two million (\$2,000,000) aggregate limits.

or

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.

- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

- BB. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- CC. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- DD. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the

California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient 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 VII of the Civil Rights Act of 1964, the California Fair Housing and Employment 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.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment B) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
 - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result

from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.

- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
 - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.
- EE. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- FF. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- GG. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- HH. 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. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- II. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- JJ. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- KK. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the DPH Director or their designee, and shall include County approved branding.
- LL. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor

signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

- MM. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

County shall:

- A. 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.
- B. Compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Specify all reports and deliverables required from the Contractor.
- D. 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.
- E. Provide technical assistance, as deemed necessary.
- F. 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.
- G. Facilitate the 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.
- H. Provide to Contractor input and evaluation regarding services provided by Contractor through the home visiting intervention of CHVP.
- I. Promote and raise awareness of CHVP among the key stakeholders, families, health care providers, faith-based organizations, and other community-based organizations.
- J. Reimburse Contractor for completion of CHVP activities and deliverable items as described in this agreement and Scope of Work for Home Visitation (Attachment C).

V. FISCAL PROVISIONS

- A. The maximum amount of reimbursement under this Contract shall not exceed \$2,380,000, and shall be subject to availability of 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.
- B. Payment shall be made on a cost reimbursement basis, consistent with the attached El Sol Budget (Attachment E) and based on invoices submitted by Contractor. Invoices shall 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 Home Visitation (Attachment C).

- C. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice, and shall be processed with a net sixty (60) day payment term following approval by County.
- D. Invoices shall be submitted monthly no later than 10 (ten) business days following the month of service. The format in which invoices shall be submitted will be provided to Contractor subsequent to contract award. Invoices are to be mailed to:
 - Department of Public Health
 - Attn: Stewart Hunter
 - 606 East Mill Street, Second Floor
 - San Bernardino, CA 92415-0011
- E. 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.
- F. 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.
- G. 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.
- H. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- I. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; 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 A, 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.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, 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. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

- C. 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.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the 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 advance 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 \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. 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.
- F. 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.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
- H. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	El Sol Neighborhood Educational Center
DUNS	87366468
FAIN	N/A

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. 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.
- C. 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.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or

2. 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
3. Withhold funds pending duration of the breach; and/or
4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In 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.

D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of January 11, 2022 and expires January 10, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties, and subject to County's receipt of funding or remaining funding for Contractor.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. 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.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: El Sol Neighborhood Educational Center
PO Box 449
San Bernardino, CA 92402

County: (Program Information)
County of San Bernardino
Department of Public Health
Family Health Services Section
Attn: Nurse Manager
606 East Mill Street, Second Floor
San Bernardino, CA 92415-0011

County: (Contract Information)
County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

B. In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:

1. This Contract;
2. Attachments to this Contract, as indicated herein; and
3. Price lists, SOWs, and other documents attached hereto or incorporated herein.

C. 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.

D. 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 any 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 to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

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

F. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.

G. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

H. 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 the 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 the Contract shall acknowledge 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 the 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, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

- I. 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, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- J. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- K. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- L. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- M. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- N. 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.
- O. 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 and enforceability of the remaining provisions shall remain in full effect.
- P. In the event that a subpoena or other legal process commenced by a third party in any way concerning the 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 proceed herein in connection with defense obligations by Contractor for County.

- Q. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- R. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- S. The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino 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 Contract, with the provisions that:
1. Such governmental body does not have and will not have in force any other contract for like purchases.
 2. Such governmental body does not have under consideration for award any other bides 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.

XI. CONCLUSION

- A. This Contract, consisting of twenty-three (23) pages and Attachments A through E, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email 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 Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY



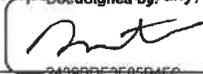
 Curt Hagman, Chairman, Board of Supervisors

Dated: JAN 1 2022
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By _____


 Lynna Mossell
 Clerk of the Board of Supervisors of San Bernardino County
 Deputy

El Sol Neighborhood Educational Center
 (Print or type name of corporation, company, contractor, etc.)

By 

 (Authorized signature - sign in blue ink)

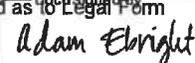
Name Alex Fajardo
 (Print or type name of person signing contract)

Title Executive Director
 (Print or Type)

Dated: December 16, 2021

Address PO Box 449
San Bernardino, CA 92402

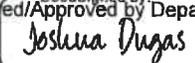
FOR COUNTY USE ONLY

Approved as to Legal Form by 

 Adam Ebricht, Deputy County Counsel
 Date December 16, 2021

Reviewed for Contract Compliance by 

 Becky Giroux, HS Contracts Manager
 Date December 16, 2021

Reviewed/Approved by Department 

 Joshua Dugas, Director
 Date December 16, 2021



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR’S RECORDS.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

Nurse Manager
606 East Mill Street, 2nd Floor
San Bernardino, CA 92415

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:
HS Administrative Support Division, ATTN: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

..... **Detach here**

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

Client Signature

Date



Human Services

COMPLAINT AND GRIEVANCE PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

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150 S. Lena Road
San Bernardino, CA 92415-0515

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Please note: Each of these steps must be completed in the sequence shown.



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

INSTRUCCIONES: El CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

Nurse Manager
606 East Mill Street, 2nd Floor
San Bernardino, CA 92415

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

..... **Separar aquí.**

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

_____ **Firma del Cliente**

_____ **Fecha**



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.

Si cree que ha sido discriminado, o que habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

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Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

ASSURANCE OF COMPLIANCE STATEMENT

**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

EL SOL NEIGHBORHOOD EDUCATIONAL CENTER

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

December 16, 2021

DATE

DocuSigned by:

7430BDE3F85BAFC

SIGNATURE

ORGANIZATION

Scope of Work Home Visiting Initiative HFA Model

Target number for Referrals for the term of the contract: 267 for the first year of the contract. Thereafter, the target is the number of recruitments that yields enrollment and maintenance of 200 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 a total of 200 families enrolled in CHVP.

Target number for Enrollments for the term of the contract: 200 for the first year of the contract. Thereafter, the target is the number of enrollments that maintains 200 families enrolled in CHVP for the term of the contract.

Objective 1: As of January 12, 2022, El Sol Neighborhood Educational Center (ESNEC) will maintain accreditation with Healthy Families America (HFA) to provide home visiting services on a continuous basis.

#	Activity Description	Evaluation/Deliverable/Performance Measure
1.0	Maintain HFA accreditation. Failure to do so may lead to termination of contract to provide CHVP home visiting services.	1. Monthly deliverable progress report to include: a. Status of HFA accreditation.
1.1	HFA Community Outreach Workers will receive required HFA training as applicable within six (6) months of employment and attain HFA certification. Trainings are four-day in-person sessions 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) • Parent Survey for Community Outreach (required for family resource specialists who conduct the initial assessment/parent surveys) 	1. Monthly deliverable progress report to include: a. Name of HFA Community Outreach Workers that receive HFA training and certification. b. Listing of all HFA Community Outreach 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 • Parent Survey for Community Outreach trainings • 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: a. Name of HFA Supervisors that receive 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 • Parent Survey for Community Outreach trainings • 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: 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: 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.	1. Monthly deliverable progress report to include: a. Status of HFA accreditation. b. Staffing status report. c. Staff training log.

Scope of Work Home Visiting Initiative HFA Model

	<ul style="list-style-type: none"> • Adhere to CHVP policies and procedures related to implementation of the selected home visitation model, including use of the Partners for a Healthy Baby curriculum. • 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 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. 	<ul style="list-style-type: none"> d. MOUs/agreements with community/faith-based organizations and partners. <p>2. Documentation related to site visits includes, but is not limited to:</p> <ul style="list-style-type: none"> a. Outreach log b. Referral triage plan c. Training log d. Training plan e. Participant funding source triage plan f. Policies and procedures g. Participant consent form
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Objective 2: By March 12, 2022, El Sol Neighborhood Educational Center (ESNEC) will commence Healthy Families America (HFA) on a continuous basis.

#	Activity Description	Evaluation/Deliverable/Performance Measure
2.0	<p>Develop a recruitment and enrollment plan for HFA 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. <ul style="list-style-type: none"> - 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 RFP. • Sample agreement between HFA 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-month time frame is provided for building of case load to reach the minimum of 85% capacity.</p>	<ul style="list-style-type: none"> 1. HFA Home Visiting Recruitment and Enrollment Plan. 2. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Number of contacts (see Definitions section). b. Number of referrals (see Definitions section). c. Number of enrollments (see Definitions section). 3. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Number of contacts per referral agency. b. Number of referrals per referral agency. c. 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 amount of 200 enrollments stated at the top of Attachment B.</p>	<ul style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Number of HFA participants contacted. b. Number of HFA participants referred. c. Number of HFA participants enrolled.
2.2	<p>Utilize enrollment tracking tool to include measurable HFA enrollment/activities. CHVP must maintain a minimum of 60% of the number of referred participants enrolled in services. Failure to meet this minimum requirement will result in technical assistance and possible performance improvement plan (see Definitions section below).</p>	<ul style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Number of contacts. b. Number of referrals. c. Number of enrollments.

Scope of Work Home Visiting Initiative HFA Model

Objective 3: By March 12, 2022, HFA community outreach workers will commence the process for 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	Any HFA Community Outreach Workers not employed by agency at the state date of the contract will receive required HFA training as applicable within six (6) months of employment and attain HFA certification.	<ol style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ol style="list-style-type: none"> a. Name of HFA Community Outreach Workers that receive HFA training and certification. b. Listing of all HFA Community Outreach Workers and training/certification status to date.
3.1	<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 enrolled 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"> 1. Monthly deliverable progress report to include: <ol style="list-style-type: none"> a. Number of participants enrolled in HFA services. b. Number of completed home visits per HFA participant. c. Number of attempted home visits per HFA participant.
3.2	<p>HFA Community Outreach Workers will implement the HFA model components, including addressing the following:</p> <ul style="list-style-type: none"> • Link participant 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. transportation) and other health related services (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. 	<ol style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ol style="list-style-type: none"> a. Medical conditions. b. Delivery outcomes. c. Number of participants that achieve American Academy of Pediatrics (AAP) Bright Futures guidelines utilization to support/ensure infant receives well-child visit (first week three to five days, one-month visit, two-month visit, four-month visit, six-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.
3.3	<p>HFA will enter data and home visiting information into case management database within two (2) business days of:</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. 	<ol style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ol style="list-style-type: none"> a. Number of screenings/assessments completed and number of screening/assessments entered into data systems within two (2) days.

Scope of Work Home Visiting Initiative HFA Model

#	Activity Description	Evaluation/Deliverable/Performance Measure
	<ul style="list-style-type: none"> 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>	<ul style="list-style-type: none"> b. Number of home visits completed and number of home visits entered into data systems within two (2) days.
3.4	HFA will attend all state and local meetings and trainings. A 100% attendance rate is mandated.	<ul style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Name of HFA Community Outreach Workers, HFA Supervisors and HFA Program Managers that attended meeting/training and name of meeting/training.
3.5	<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 Division Data Team and/or data collection system owners. Comply with all CHVP data policies and procedures, including data collection, entry, security, management, and reporting. 	<ul style="list-style-type: none"> 1. Monthly deliverable progress report.
3.6	Utilize Pre/post-test questionnaires to measure knowledge gained towards HFA curriculum requirements.	<ul style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Number of participants showing gained knowledge towards HFA curriculum requirements.
3.7	Utilize HFA tracking tool to include number of HFA prenatal visits per participant.	<ul style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Number of prenatal care visits reported by HFA participants.

Objective 4: By March 12, 2022, ESNEC 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 Community Outreach 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. Community Outreach 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. 	<ul style="list-style-type: none"> 1. Monthly deliverable progress report to include: <ul style="list-style-type: none"> a. Medical conditions. b. Delivery outcomes.

Scope of Work Home Visiting Initiative HFA Model

#	Activity Description	Evaluation/Deliverable/Performance Measure
	<ul style="list-style-type: none"> • Provide and facilitate appropriate community referrals. Assist with navigating successful access to and utilization of services. • Provide ongoing health promotion and prevention to address health 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 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 screenings. • 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. 	
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-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 	<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.

Scope of Work Home Visiting Initiative HFA Model

#	Activity Description	Evaluation/Deliverable/Performance Measure
	referrals within the local early childhood system of services. 5. Promote program quality and sustainability.	
4.3	Utilize HFA tracking tool to include number of HFA postnatal visits per participant.	2. Monthly deliverable progress report to include: a. Number of postnatal care visits reported by HFA participants.

Definitions

Contacts – Individual or community-based agency which HFA was discussed with by mail, e-mail, 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 in order 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 consecutive months, SBCDPH will initiate a Performance Improvement Plan (PIP). The procedure for a PIP is outlined below:

- On a monthly basis, SBCDPH will review caseload reports for each agency. Agencies who have fallen below minimum expectations for three consecutive months will work jointly with SBCDPH 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 SBCDPH will discuss progress on the PIP until the minimum expectation has been met for a minimum of one 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 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 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 consecutive months (90 days) unless the participant re-engages, declines services, or moves from the service area.
- If participant does not re-engage with site at the end of three consecutive months (90 days) from the time they were placed on creative outreach, dismissal is required immediately.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, El Sol Neighborhood Educational Center, hereinafter referred to as Business Associate, may use, access, maintain or disclose Protected Health Information to perform functions, activities or services for or on behalf of the Department of Public Health, hereinafter referred to as the Covered Entity, as specified in this Agreement and the attached **CONTRACT**, provided such use, access, maintenance or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code (USC) 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, hereinafter referred to as the "Privacy and Security Rules" and patient confidentiality regulations, including but not limited to, Title 42 of the Code of Federal Regulations Part 2 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5 (HITECH) and any regulations adopted or to be adopted pursuant to HITECH that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of HITECH.

I. Definitions

- A. "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under HIPAA (45 CFR Part 164, Subpart E), which compromises the security or privacy of the PHI. An impermissible use or disclosure of PHI is presumed to be a Breach unless the Covered Entity or Business Associate demonstrates that there is a low probability that the PHI has been compromised. A breach shall not include:
1. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rules; or
 2. Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule; or
 3. A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business Associate" means with respect to a Covered Entity, a person who:
1. On behalf of such Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity creates, receives, maintains or transmits PHI for a function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, data storage, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or
 2. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services to or for Covered Entity where the provision of the service involves the disclosure of PHI from such Covered Entity to the person.
- A Covered Entity may be the Business Associate of another Covered Entity.
- C. "Covered Entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by the Privacy and Security Rules.

ATTACHMENT D

- D. "Data Aggregation" means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
- E. "Discovered" means a Breach shall be treated as discovered by Covered Entity or Business Associate as of the first day on which such Breach is known to such Covered Entity or Business Associate, respectively, (including any person, other than the individual committing the Breach, that is an employee, officer or other agent of such entity or associate, respectively) or should reasonably have been known to such Covered Entity or Business Associate (or person) to have occurred.
- F. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the Security Rules.
- G. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- H. "HITECH" means the privacy and security Breach notification provisions applicable to Business Associate under Title XIII of ARRA.
- I. "Individual" means the person who is the subject of PHI, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- J. "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and;
- 0. is created or received by a health care provider, health plan, employer or health care clearinghouse; and
 - 1. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
 - () that identifies the individual; or
 - (a) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- K. "Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart E.
- L. "Protected Health Information" or "PHI" means Individually Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Individually Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.
- M. "Security Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of the Electronic Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart C.
- N. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

- O. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the Privacy Rule, the Security Rule and HITECH.

II. Obligations and Activities of Business Associate

A. Prohibited Uses and Disclosures

Business Associate 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, Business Associate shall not use PHI in any manner that would constitute a violation of the Privacy Rule or HITECH. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate 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). Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by HITECH, 42 U.S.C. Section 17935(d)(2); and 45 C.F.R. Section 164.508 however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.

B. Permitted Uses and Disclosures

1. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
2. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation service to Covered Entity as permitted by 45 CFR Section 164.504(e)(2)(i)(B).
3. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502(j)(1).

C. Appropriate Safeguards

Business Associate shall implement the following administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity; and to ensure that any agent or subcontractor to whom Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect PHI in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312, 164.314 and 164.316:

1. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the Business Associate; implement a security awareness and training program for all members of its workforce; implement policies and procedures to prevent those workforce members who should not have access from obtaining access to Covered Entity's Electronic PHI; implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain Electronic PHI; and perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of Electronic PHI, including conducting accurate and thorough assessments of the potential risks and vulnerabilities to the confidentiality, integrity and availability of Electronic PHI, that

ATTACHMENT D

establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.

2. Implement policies and procedures to limit physical access to Business Associate's electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access Electronic PHI; implement physical safeguards for all workstations that access Electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain Electronic PHI into and out of a facility and the movement of these items within the facility.
3. Implement technical policies and procedures for electronic information systems that maintain Electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.308 implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use Electronic PHI; implement policies and procedures to protect electronic PHI from improper alteration, destruction, unauthorized access or loss of integrity or availability; including but not limited to, encryption of all workstations, laptops and flash drives that store PHI.
4. Enter into written agreements with agents and subcontractors to whom Business Associate provides Covered Entity's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to Business Associate with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

D. Mitigation

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

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

Business Associate shall report to Covered Entity's Office of Compliance any unauthorized use, access or disclosure of unsecured PHI or any other security incident with respect to PHI no later than one (1) business day upon the discovery of a Breach or suspected Breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of a Breach or suspected Breach, the Business Associate shall complete the following actions:

1. Provide Covered Entity'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 titles of each person allegedly involved;
 - (d) Number of potentially affected Patients/Clients; and
 - (e) Description of how the Breach or suspected Breach allegedly occurred.
2. Conduct and document a risk assessment by investigating without reasonable 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 used PHI or to whom it was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to PHI has been mitigated.
- 3. Provide a completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with decision whether a Breach has occurred.
 - (a) If 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 Business Associate must provide Covered Entity with affected Individual(s) name and contact information so that Covered Entity can provide notification.
- 4. Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity 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 Covered Entity reserve the right to conduct its own investigation and analysis.

F. Access to Protected Health Information

Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity. If Business Associate maintains PHI in an electronic format, and an individual requests a copy of such information in electronic form, Business Associate shall provide such information in electronic form as required by of 45 CFR Section 164.524.

G. Amendment of Protected Health Information

If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR Section 164.526, in the time and manner designated by the Covered Entity.

H. Access to Records

Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use, access and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations. Anything provided to the Secretary shall also be provided to the Covered Entity upon Covered Entity's request.

I. Accounting for Disclosures

Business Associate, its agents and subcontractors shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Further, Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (F.), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

J. Destruction of Protected Health Information

Upon termination of this Agreement, Business Associate shall return all PHI required to be retained and return or destroy, with certification of destruction by an officer of Business Associate, all other PHI received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the PHI is not feasible, the Business Associate shall

provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures to the purposes that make the return or destruction of the PHI infeasible.

K. Breach Pattern or Practice by Covered Entity

Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material Breach or violation of the Covered Entity's obligations under this Agreement, the Business Associate must take reasonable steps to cure the Breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.

L. Costs Associated to Breach

Business Associate 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 Covered Entity and shall not be reimbursable under the Agreement at any time. Covered Entity shall determine the method to invoice the Business Associate for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

1. Postage;
2. Alternative means of notice;
3. Media notification; and
4. Credit monitoring services.

M. Direct Liability

Business Associate may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to Covered Entity; failure to provide access to a copy of Electronic PHI to covered entity or individual; failure to disclose PHI to the Secretary of the U.S. Department of Health and Human Services when investigating Business Associate's compliance with HIPAA; failure to provide an accounting of disclosures and failure to enter into a business associate agreement with subcontractors.

N. Termination for Cause

Covered Entity may, upon written notice to Business Associate, immediately terminate this agreement, and any related agreements, if Covered Entity determines that Business Associate has breached a material term of this agreement. Covered Entity may, upon written notice to Business Associate, allow Business Associate five (5) business days to cure such breach.

III. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use, access or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose PHI, to the extent that such changes may affect Business Associate's use, access, maintenance or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use, access, maintenance or disclosure of PHI.

IV. General Provisions

A. Remedies

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

B. Ownership

The PHI shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI.

C. Regulatory References

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

D. Amendment

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act and patient confidentiality regulations.

E. Interpretation

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.

F. Indemnification

Business Associate agrees to indemnify, defend and hold harmless Covered Entity 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 Business Associate, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of Covered Entity's PHI, including without limitation, any Breach of PHI or any expenses incurred by Covered Entity in providing required Breach notifications.

**California Home Visiting Program (CHVP) Program
EI Sol Neighborhood Educational Center Budget
Year 1**

Personnel Classification	Base Salary	Fringe	Total	Actual FTE	Full- time FTE	Weeks	Total
Program Director	\$87,360	\$20,530	\$107,890	0.40	0.40	52	\$34,944
Executive Director	\$83,200	\$19,552	\$102,752	0.10	0.10	52	\$8,320
Manager	\$52,000	\$12,220	\$64,220	1.00	1.00	52	\$52,000
Supervisor 1	\$45,760	\$10,754	\$56,514	1.00	1.00	52	\$45,760
Supervisor 2	\$45,760	\$10,754	\$56,514	1.00	1.00	52	\$45,760
Fam Resource Spec	\$39,520	\$9,287	\$48,807	0.88	1.00	46	\$34,960
Fam Support Spec 1	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 2	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 3	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 4	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 5	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 6	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 7	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 8	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 9	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 10	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 11	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Fam Support Spec 12	\$37,440	\$8,798	\$46,238	0.87	1.00	45	\$32,400
Data Entry	\$37,440	\$8,798	\$46,238	0.88	1.00	46	\$33,120
Data Entry	\$37,440	\$8,798	\$46,238	0.88	1.00	46	\$33,120
Media Support	\$37,440	\$8,798	\$46,238	0.44	0.50	46	\$16,560
Trainer Support	\$62,400	\$14,664	\$77,064	0.35	0.40	46	\$22,080
Fiscal Staff Support	\$37,440	\$8,798	\$46,238	0.92	1.00	48	\$34,560
Total Salaries				18.26	20.40		\$749,984
Fringe Benefits	23.50%						\$176,246

Total Personnel	\$926,230
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Indirect Costs	15.00% (not to exceed 15% of Total Personnel)	\$138,935
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<u>Operating Expenses</u>		
Advisory Board Mtgs	4 x \$150	\$600
Cell Phones (monthly usage)	12 x \$250	\$3,000
Operational Support (e.g., rent, utilities, Internet accounts)	12 x \$1,200	\$14,400
Parenting Materials (parent curriculum handbooks)	200 x \$50	\$10,000
Family Support Group Mtgs	200 x \$20	\$4,000

**California Home Visiting Program (CHVP) Program
EI Sol Neighborhood Educational Center Budget
Year 1**

Travel (mileage)		\$24,200
Office Supplies	12 x \$442.75	\$5,313

Total Operating Expenses		\$61,513
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<u>Equipment</u>		Total
Computers	10 x \$750	\$7,500
Printers	1 x \$1,497	\$1,497
Cellphone (acquisition)	12 x \$250	\$3,000

Equipment Total		\$11,997
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<u>Contractual Costs</u>		
Evaluation		\$10,000
Designer (to create culturally competent materials for recruitment and promotion) including flyers, brochures, presentations)		\$7,500
Professional Development (staff training)		\$3,000

Total Contractual Costs		\$20,500
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<u>Other</u>		
HFA Training FFS		\$11,475
HFA Training FSS		\$4,050
HFA Affiliation Fee		\$5,000
ASQ Materials		\$1,800
Healthy Baby Trg/Curriculum		\$8,500

Total Other		\$30,825
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TOTAL		\$1,190,000
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**California Home Visiting Program (CHVP) Program
EI Sol Neighborhood Educational Center Budget
Year 2**

Personnel Classification	Base Salary	Fringe	Total	Actual FTE	Full-time FTE	Weeks	Total
Program Director	\$87,360	\$20,530	\$107,890	0.25	0.25	52	\$21,840
Executive Director	\$83,200	\$19,552	\$102,752	0.05	0.05	52	\$4,160
Manager	\$52,000	\$12,220	\$64,220	1.00	1.00	52	\$52,000
Supervisor 1	\$45,760	\$10,754	\$56,514	1.00	1.00	52	\$45,760
Supervisor 2	\$45,760	\$10,754	\$56,514	1.00	1.00	52	\$45,760
Fam Resource Spec	\$39,520	\$9,287	\$48,807	1.00	1.00	52	\$39,520
Fam Support Spec 1	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 2	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 3	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 4	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 5	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 6	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 7	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 8	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 9	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 10	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 11	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fam Support Spec 12	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Data Entry	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Data Entry	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Fiscal Staff Support	\$37,440	\$8,798	\$46,238	1.00	1.00	52	\$37,440
Total Salaries				19.30	19.30		\$770,640
Fringe Benefits	23.50%						\$181,100

Total Personnel							\$951,740
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Indirect Costs	15.00%	(not to exceed 15% of Total Personnel)					\$142,761
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<u>Operating Expenses</u>		
Advisory Board		
Mtgs	4 x \$174	\$696
Cell Phones (monthly usage)	12 x \$250	\$3,000
	12 x	
Operational Support (e.g., rent, utilities, Internet accounts)	\$1,250	\$15,000
Parenting Materials (parent curriculum handbooks)	200 x \$50	\$10,000
Family Support Group Mtgs	200 x \$20	\$4,000
Travel (mileage)		\$27,600
Office Supplies	12 x \$600	\$7,200

Total Operating Expenses							\$67,496
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**California Home Visiting Program (CHVP) Program
EI Sol Neighborhood Educational Center Budget
Year 2**

<u>Equipment</u>	Total
Computers	\$0
Printers	\$0
Cellphone (acquisition)	\$0
Equipment Total	\$0
<u>Contractual Costs</u>	
Evaluation	\$10,000
Designer (to create culturally competent materials for recruitment and promotion) including flyers, brochures, presentations)	\$7,500
Professional Development (staff training)	\$3,000
Total Contractual Costs	\$20,500
<u>Other</u>	
HFA Training FFS	\$0
HFA Training FSS	\$0
HFA Affiliation Fee	\$5,000
ASQ Materials	\$2,503
Healthy Baby Trg/Curriculum	
Total Other	\$7,503
TOTAL	\$1,190,000

SAN BERNARDINO COUNTY CALIFORNIA HOME VISITING PROGRAM (CHVP) ELIGIBILITY CRITERIA, SCREENING AND ASSESSMENT

The California Home Visiting Program (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 publically funded programs.
- CHVP services will be provided countywide within the County of San Bernardino. Please see Attachment X 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 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 Parent Survey/Family Stress Checklist to determine eligibility, subject to change as required by the California Department of Public Health MCAH Division, CHVP, or Healthy Families America.

- Screening forms must be approved by CHVP.
- All screening results must be entered into the CHVP Efforts to Outcome (ETO) data system within seven days of receiving the screen, regardless of the outcome.
- Once a positive screen is identified, an appointment to conduct the Parent Survey assessment with the potential participant will be scheduled within seven days.
- 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 for HFA, they should be provided alternative program information and alternative community-based services by home visiting staff.