



Contract Number

22-15 A-3

SAP Number

440018952

Department of Public Health

Department Contract Representative	Staci McClane
Telephone Number	909-601-5622
Contractor	El Sol Neighborhood Educational Center
Contractor Representative	Alex Fajardo
Telephone Number	(909) 884-3735
Contract Term	01/11/2022 through 12/31/2025
Original Contract Amount	\$4,034,000
Amendment Amount	\$1,519,688
Total Contract Amount	\$5,553,688
Cost Center	9300321000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

It is hereby agreed to amend contract No. 22-15, effective November 19, 2024, as follows:

Section II. Contractor Service Responsibilities is amended to include:

- C. Perform the activities and achieve the objectives described in the Scope of Work for Home Visitation (Attachment C2). Contractor shall complete the components of Attachment C2 in a manner that represents and promotes the interests of County, as expressed by County throughout the term of the Contract, including provision of home visitation services to no less than twelve (12) families in the combined Inland Valley region, including Bloomington, Colton and Rialto.

Section V. Fiscal Provisions, Paragraph A is amended to read as follows:

- A. The maximum amount of reimbursement under this contract shall not exceed \$5,553,688 and shall be subject to availability of funds to the County. The consideration to be paid to the Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. With the following amounts allocated per fiscal year:

1. Fiscal Year 2021 – 2022: \$1,098,462
2. Fiscal Year 2022 – 2023: \$1,414,110
3. Fiscal Year 2023 – 2024: \$1,047,429
4. Fiscal Year 2024 – 2025: \$1,360,485
5. Fiscal Year 2025 – 2026: \$633,203

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

D. Invoices shall be submitted monthly no later than ten (10) business days following the month of service. Invoices shall include the corresponding Purchase Order number assigned by County. Contractor is requested to complete the following steps to submit an invoice:

1. Send an email with the complete invoice (no supporting documentation) to San Bernardino County ATC at apinvoices@atc.sbcounty.gov and cc Shanice.Johnson@dph.sbcounty.gov and shunter@dph.sbcounty.gov
2. Send an email with supporting documentation to Shanice.Johnson@dph.sbcounty.gov or you may submit hard copies of supporting documentation via mail to:
Department of Public Health Attn: Shanice Johnson
451 E. Vanderbilt Way, Third Floor, Ste. 375
San Bernardino, CA 92415-0012

Section VIII. Term is amended to read as follows:

This contract is effective as of January 11, 2022, and is extended from the original expiration date of January 10, 2025 to expire December 31, 2025, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one (1) additional one-year period by mutual agreement of the parties, and subject to County's receipt of funding or remaining funding for the Contractor.

ATTACHMENTS

Replace Attachment B – San Bernardino County California Home Visit Program (CHVP) Eligibility Criteria Screening and Assessment.

Replace Attachment C – Scope of Work with revised Attachment C2 – Scope of Work (Attached).

Replace Attachment E – California Home Visiting Program Budget (Attached).

Add Attachment F – DPH Fiscal Supporting Documentation Guide (Attached).

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.

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated:

NOV 19 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By

Deputy



El Sol Neighborhood Educational Center

(Print or type name of corporation, company, contractor, etc.)

By

Alex Fajardo

(Authorized signature - sign in blue ink)

Name Alex Fajardo

(Print or type name of person signing contract)

Title Executive Director

(Print or Type)

Dated: 16/10/2024

Address 1535 South D. Street

San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, County Counsel

Date 10/31/2024

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Joshua Dugas, Director

Date 31/10/2024

SCOPE OF WORK Home Visiting Initiative Healthy Families America (HFA) Model

Number for Referrals for the term of the contract: **202** for the first year of the contract. Thereafter, the target is the number of recruitments that yields enrollment and maintenance of **152** 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 **152** families enrolled in CHVP.

Number for Enrollments for the term of the contract: **152** for the first year of the contract. Thereafter, the target is the number of enrollments that maintains **152** families enrolled in CHVP for the term of the contract.

Objective 1: Through December 31, 2025, El Sol Neighborhood Educational Center (El Sol) 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 Home Visitor 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) Family Resilience and Opportunities for Growth (FROG) Training 	1. Monthly deliverable progress report to include: a. Name of HFA Home Visitor Workers that received HFA training and certification. b. Listing of all HFA Home Visitor Workers and training/certification status to date.
1.2	All HFA Supervisors will receive required training within six (6) months after being hired. Required trainings include: <ul style="list-style-type: none"> Foundations for Family Support Family Resilience and Opportunities for Growth (FROG) Training One additional day of core training referred to as "fifth day" focused on administrative, clinical and reflective supervision. 	1. Monthly deliverable progress report to include: a. Name of HFA Supervisors that received HFA training and certification.
1.3	All HFA Program Managers will receive required training within the first eighteen (18) months of employment. Required trainings include: <ul style="list-style-type: none"> Foundations for Family Support Family Resilience and Opportunities for Growth (FROG) Training One additional day of core training referred to as "fifth day" focused on administrative, clinical and reflective supervision. Implementation Training 	1. Monthly deliverable progress report to include: 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 <ul style="list-style-type: none"> Adhere to CHVP policies and procedures related to implementation of the selected home visitation model, including the use of the Partners for Health Baby curriculum. Recruit, hire, train, and retain staff to implement 	1. Monthly deliverable progress report to include: a. Status of HFA accreditation b. Staffing Status report c. Staff training log d. MOUs/Agreements with community/faith-based organizations and partners. 2. Documentation related to the site visits includes, but is not limited to: a. Outreach log

	<p>and support operation of the home visitation model (per activities 1.1, 1.2, 1.3 and 3.0).</p> <ul style="list-style-type: none"> Identify and collaborate with early childhood system partners to improve the continuum of services to families and children. Participate in site visits as required by the State of California Maternal, Child and Adolescent Health (MCAH) Division and/or San Bernardino County Department of Public Health (SBCDPH) and make available all records related to operation of CHVP services and the selected home visitation model. 	<ul style="list-style-type: none"> 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: Through December 31, 2025, El Sol Neighborhood Educational Center (El Sol) will commence Healthy Families America (HFA) on a continuous basis.

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

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

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

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

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

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

	<ul style="list-style-type: none"> • 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. • Utilize HFA tracking tool to include number of HFA postnatal visits per participant. 	
4.1	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	1. Monthly deliverable progress report to include: a. Name of employee who attended IEFIC meeting and date of meeting.
4.2	<p>Maintain a Community Advisory Board (CAB) that will serve in a consultative manner in the planning and implementation of program-related and system-integration activities. CAB guidance must include the following activities:</p> <ol style="list-style-type: none"> 1. The CAB will hold meetings once per quarter at minimum, during each three (3) month period, as follows: July through September, October through December, January through March, and April through June. 2. Maintain meeting minutes and a current membership attendance roster, which should include agency/provider representation. The composition must include County Public Health staff, County Transitional Assistance Department staff, parents, medical providers, community-based organizations, faith-based organizations, and community members. 3. Assist in informing program operation and implementation, quality assurance and improvement, child and family advocacy, and public awareness regarding home visiting. 4. Assist in strategies to improve systems integration, interagency coordination, information sharing and referrals within the local early childhood system of services. 5. Promote program quality and sustainability. 	<p>1. Monthly deliverable progress report to include, as applicable:</p> <ol style="list-style-type: none"> a. CAB meeting minutes and a current membership attendance roster. b. As applicable, describe challenges associated with recruitment and/or retention of CAB membership and strategies that will be employed to successfully add or retain members.

Definitions

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

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

Enrollments – A participant is considered enrolled once the participant:

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

Technical Assistance – When agencies are not meeting minimum expectations as defined in the scope of work, San Bernardino County Department of Public Health (SB CDPH) 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 expectations.
- Assistance that can be offered by SB CDPH.
- Potential training needed to meet minimum expectations.

Performance Improvement Plan – Agencies are required to meet minimum expectations as defined in the scope of work to demonstrate a stable home visiting program and maximize funding levels. When an agency falls below minimum expectations as defined in a specific scope of work activity description for three (3) consecutive months, 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 (3) 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 (1) month. Reaching the minimum expectation concludes the PIP process.

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

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

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

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

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

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

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

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

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

HFA Programs: Screening and Assessment

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

- Contractor's screening forms must be approved by the California Department of Public Health (CDPH).
- All screening results must be entered into the CHVP Efforts to Outcome (ETO) data system within seven (7) days of receiving the screen regardless of the outcome and in accordance with current HFA ETO User Manual, and the HFA Data Collection Manual.
- The FROG Scale should be completed as timely as possible, ideally within 30 days of enrollment, although the fourth home visit may extend beyond 30 days if parents are not immediately receptive to weekly home visits. *Refer to the Family Resilience and Opportunities for Growth (FROG) Scale Form Guidance.*
- County approved consent forms should be used prior to the participant assessment to ensure information obtained is protected and kept confidential.

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

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Department of Public Health (hereinafter Covered Entity) and El Sol Neighborhood Educational Center (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

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

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

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

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

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

A. Definitions

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

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

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

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

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

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

2. Prohibited Uses and Disclosures

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

3. Appropriate Safeguards

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

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

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

4. Subcontractors

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

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

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

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

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

6. Access to PHI

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

7. Amendment of PHI

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

8. Access to Records

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

9. Accounting for Disclosures

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

10. Termination

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

11. Return of PHI

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

12. Breach by the CE

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

13. Mitigation

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

14. Costs Associated to Breach

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

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

15. Direct Liability

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

16. Indemnification

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

17. Judicial or Administrative Proceedings

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

18. Insurance

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

19. Assistance in Litigation or Administrative Proceedings

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

C. Obligations of CE

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

D. General Provisions

1. Remedies

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

2. Ownership

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

3. Regulatory References

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

4. No Third-Party Beneficiaries

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

5. Amendment

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

6. Interpretation

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

7. Compliance with State Law

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

8. Survival

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



ATTACHMENT D
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: ~~El Sol Neighborhood Educational Center~~_____

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

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

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

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

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

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
None		

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

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

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

Company Name	Individual(s) Name
N/A	

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

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

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

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

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

ATTACHMENT E BUDGET

ORIGINAL BUDGET

California Department of Public Health
Maternal, Child and Adolescent Health Division

BUDGET SUMMARY

SUBCONTRACT

FISCAL YEAR	INVOICE TYPE	BUDGET	BUDGET STATUS	BALANCE
2024-2025	MONTHLY	ORIGINAL	ACTIVE	1,519,687

Rev. 5/22/23

PURPOSE:	CHVP SGF Evidence-Based Home Visiting (EBHV)	FUNDING SOURCE, PCA		
CONTRACTOR:	San Bernardino	CHVP - SGF, 51023		
AGREEMENT #:	CHVP SGF EBHV 24-36	(1)	(2)	(3)
SUBK:	El Sol Neighborhood Educational Centers	TOTAL FUNDING	%	\$
FUNDING TOTALS		1,519,688		1,519,688

EXPENSE CATEGORY			
PERSONNEL			
FRINGE BENEFITS			
OPERATING			
EQUIPMENT			
TRAVEL			
SUBCONTRACTS			
OTHER COSTS			
INDIRECT COST			
BUDGET TOTALS			
BALANCES	=====		\$1,519,688

Maximum Amount Payable:

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

Signature over

Printed Name

Stewart Hunter

Project Director

DATE

State Use Only

	FUNDING SOURCE	CHVP - SGF
	PCA CODE	51023
PERSONNEL		
FRINGE BENEFITS		
OPERATING		
EQUIPMENT		
TRAVEL		
SUBCONTRACTS		
OTHER COSTS		
INDIRECT COST		
Totals for PCA Codes		

FY 24-25 CHVP Subcontractor Budget El Sol NEC 08 2024

1 of 3

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PURPOSE:		CHVP SGF Evidence-Based Home Visiting (EBHV)		FUNDING SOURCE, PCA	
CONTRACTOR:		San Bernardino		CHVP - SGF, 51023	
AGREEMENT #:		CHVP SGF EBHV 24-36	(1)	(2)	(3)
SUBK:		El Sol Neighborhood Educational Centers	TOTAL FUNDING	%	\$
FUNDING TOTALS			1,519,688		1,519,688

EXPENSE CATEGORY						Remaining Funds	
PERSONNEL							
TOTAL PERSONNEL COSTS							
TOTAL WAGES							
	INITIALS	TITLE OR CLASS.	FTE %	ANNUAL SALARY	TOTAL WAGES		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

FRINGE BENEFITS						Remaining Funds	
TOTAL FRINGE BENEFITS							

OPERATING						Remaining Funds	
TOTAL OPERATING EXPENSES							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

EQUIPMENT						Remaining Funds	
TOTAL EQUIPMENT EXPENSES							
1							
2							
3							

PURPOSE:	CHVP SGF Evidence-Based Home Visiting (EBHV)		FUNDING SOURCE, PCA	
CONTRACTOR:	San Bernardino		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EBHV 24-36	(1)	(2)	(3)
SUBK:	EI Sol Neighborhood Educational Centers	TOTAL FUNDING	%	\$
FUNDING TOTALS		1,519,688		1,519,688

EXPENSE CATEGORY				
4				
5				

TRAVEL		Remaining Funds	
TOTAL TRAVEL EXPENSES			
1			
2			
3			
4			
5			

SUBCONTRACTS		Remaining Funds	
TOTAL SUBCONTRACT EXPENSES			
1			
2			
3			
4			
5			

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

INDIRECT COST		Remaining Funds	
TOTAL INDIRECT COSTS			
of Total Personnel and Benefits			

FISCAL SUPPORTING DOCUMENTATION GUIDE

[illegible]

Fiscal Supporting Documentation Guide 2024

Introduction

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

SUPPORTING DOCUMENTATION REQUIREMENTS

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

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

Documentation must demonstrate that costs are:

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

Retention and Availability

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

Examples of Supporting Documentation

Supporting documentation includes but is not limited to the following:

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

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

PROCEDURES FOR SUBMITTING INVOICES

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

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

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

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

Department of Public Health
Attn: Shanice Johnson
451 E. Vanderbilt Way, Third Floor
San Bernardino, CA 92415-0012

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

INCOMPLETE INVOICE SUBMISSION

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

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

SUPPORTING DOCUMENTATION FOR EXPENDITURE CLAIM

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

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

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

Section A – Personnel (Staff Salaries and Benefits)

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

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

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

Section C – Equipment

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

Section D – Staff Travel/Training/Meetings

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

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

Section E – Subcontracts

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

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

Section F – Other Costs (List)

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

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

Section G - Indirect Costs

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