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**Contract Number**

21571

**SAP Number**

Revenue Contract

## Department of Public Health

<b>Department Contract Representative</b>	Lisa Ordaz, HS Contracts
<b>Telephone Number</b>	(909) 388-0222
<b>Contractor</b>	American Academy of Pediatrics, District IX, Chapter 2
<b>Contractor Representative</b>	Dr. Tomas Torices
<b>Telephone Number</b>	(818) 422-9877
<b>Contract Term</b>	August 1, 2021 – June 30, 2022
<b>Original Contract Amount</b>	\$6,000
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$6,000
<b>Cost Center</b>	Not Applicable

### Briefly describe the general nature of the contract:

Service Agreement with American Academy of Pediatrics, District IX, Chapter 2, for the provision of books in the amount of \$6,000 and participation in the Reach Out and Read Program, for the period of August 1, 2021 through June 30, 2022.

The Department of Public Health will distribute books at the Hesperia, Adelanto, Ontario, and San Bernardino Health Centers.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright

Adam Ebright, Deputy County Counsel

Date July 12, 2021

Reviewed for Contract Compliance

Becky Giroux

Becky Giroux, HS Contracts

Date July 12, 2021

Reviewed/Approved by Department

Andrew Goldfrach

Andrew Goldfrach, Interim Director

Date July 12, 2021



## SERVICE AGREEMENT

THIS AGREEMENT is entered into this day August 1, 2021 ("Effective Date") in the State of California by and between the American Academy of Pediatrics, District IX, Chapter 2, hereinafter called Reach Out and Read Inland Empire Affiliate or Affiliate and

County of San Bernardino Department of Public Health

Hereinafter called Contractor

Name

351 N. Mountain View Avenue, #303

San Bernardino, CA 92415

Address

Evelyn Chun, M.D.

Contractor Representative

95-6002748

Federal ID No.

(909) 387-9146

Phone Number

Physician

Title

Evelyn.Chun@dph.sbcounty.gov

E-Mail Address

### IT IS HEREBY AGREED AS FOLLOWS:

#### I. BACKGROUND

Reach Out and Read is an evidence-based nonprofit organization that supports the implementation of reading strategies by way of medical providers who promote early literacy and school readiness in pediatric exam rooms nation-wide by integrating children's books and advice to parents about the importance of reading aloud into well-child visits. It builds on the unique relationship between parents and medical providers to develop critical early reading skills in children, beginning in infancy. As recommended by the American Academy of Pediatrics, Reach Out and Read incorporates early literacy into pediatric practice, equipping parents with tools and knowledge to ensure that their children are prepared to learn when they start school.

#### II. PURPOSE

The purpose of this Agreement is to establish the roles and responsibilities in the efforts of the Affiliate and Contractor in the development and implementation of Reach Out and Read services in pediatric practice for families with children age prenatal through age 5 in San Bernardino County.

#### III. REACH OUT AND READ AFFILIATE RESPONSIBILITIES

Affiliate shall:

- A. Provide assistance as requested by Contractor, to Contractor in the application process to the Reach Out and Read National Center to become an approved site or to reactivate its site and to complete the required training.
- B. Provide a one (1)-year supply of books not to exceed the amount identified in Section V (A) in value total per year to the Contractor.
- C. Upon verification of completed Reach Out and Read CME Training ROR 101, permit Contractor to order books up to six (6) times a year.

- D. Process book orders within a reasonable time of receiving the order from Contractor.
- E. Provide technical assistance necessary to monitor and evaluate the Reach Out and Read model fidelity using tools such as the Progress Report, Medical Provider Survey, and Site Quality Classification.
- F. Identify a liaison to interact with Contractor and Contractor staff regarding Reach Out and Read activities.

#### IV. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Upon receiving approval from the National Reach Out and Read office, Contractor and Contractor staff must complete the Reach Out and Read CME Training ROR 101 to be eligible to order books.
- B. Contractor shall contact the Reach Out and Read Inland Empire Affiliate liaison to obtain a book catalog and ordering instruction to process an initial book order. Contractor's total book order is limited to a cumulative total number of books Contractor has pre-determined and reported to Reach Out and Read based on a one year projection of the number of expected well-baby check-ups at their practice. Based on storage challenges, Contractor may opt to order books up to six (6) times per year to fulfill their cumulative total. The last date to place orders under the current agreement is May 31, 2022.
- C. Upon receipt of book delivery, Contractor must fax the packing slip to Affiliate as verification for payment remittance. All book orders must be received by the Contractor and verification sent to the Affiliate by June 30, 2022.
- D. In compliance with Reach Out and Read guidelines, Contractor and Contractor's staff shall participate in all Reach Out and Read provider activities to assure the effective delivery of the evidence-based Reach Out and Read model, including, but not limited to:
  1. Training for all new staff and periodic re-training for all staff using the free on-line Reach Out and Read Continuing Medical Education Training ROR 101 course.
  2. At well-child visits, give every birth through 5 years of age one new, developmentally-appropriate children's book to keep.
  3. At well-child visits, use the book as a tool to aid the medical pediatric provider's assessment of the child's development.
  4. At well-child visits, advise parents of the importance of reading aloud to children and prescribe daily reading at home.
  5. Create a literacy-rich waiting room to reinforce the pleasure and techniques of reading together and the importance of early literacy activities.
  6. Establish and maintain a system for storing books, getting age-appropriate book into the exam room, and tracking books given to children.
  7. Complete the on-line Progress Report for each six-month reporting period by the deadlines, January 31st for July-December and July 31st for January-June.

8. Acknowledge funding and support received from Reach Out and Read Inland Empire Affiliate in all communications with the public about the Reach Out and Read program.
9. Identify a Contractor staff liaison to serve as a point of contact for the Affiliate and notify the Affiliate within three (3) business days of changes in Contractor staff responsible for Reach Out and Read.
10. Work with the Affiliate to improve any areas of concern about Contractor's Reach Out and Read program identified in the Progress Reports, Site Quality Classification, Medical Provider Survey or Parent Survey.
11. Participate in activities to build the sustainability of Contractor's Reach Out and Read Site, including publicizing the program, fundraising, hosting legislative visits, or other opportunities that may occur.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount of funds under this Agreement shall not exceed \$ 6,000, per year subject to the following:
  1. Book purchases based on the number of annual well-child visits
  2. Adherence to responsibilities outlined in Section IV. Contractor Responsibilities
- B. Contractor shall submit to the Affiliate the packing slips as verification of receipt/delivery and to request payment be made to the book vendor identified on the packing slip. All book orders must be delivered to the agency by June 30<sup>th</sup> of the current Agreement term.
- C. Payments shall be made by the Affiliate directly to the book vendor identified on the packing slip(s) after verification of delivery has been provided by the Contractor to the Affiliate.

#### **VI. PERFORMANCE STANDARDS**

- A. In addition to complying with all Responsibilities listed in Section IV Contractor Responsibilities, Contractor agrees to implement the Reach Out and Read model with fidelity and to notify the Affiliate of any barrier to meeting this standard in a timely manner. Contractor shall not utilize the books for any other purpose except as set forth herein or as authorized by the Reach Out and Read program. Contractor shall not resell the books. To the extent that any books are leftover at the end of the one-year Agreement, those books shall revert to be the property of the Affiliate, unless otherwise specified by the Affiliate.
- B. Failure to complete the required on-line Reach Out and Read Progress Report by specified deadlines will result in loss of funds for the next period's book purchase and immediate termination of this Agreement, effective upon written notice from the Affiliate.
- C. Should Contractor fail to fulfill any of the roles and responsibilities set forth in Section IV of this Agreement, the Affiliate will be under no obligation to continue to purchase books for Contractor's Reach Out and Read program and this Agreement will terminate immediately upon written notice from the Affiliate.

## **VII. TERM**

- A. The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2022, unless terminated earlier as set forth herein.
- B. Notwithstanding the preceding paragraph, this Agreement may be immediately terminated by either party by serving a written notice to the other party in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding that the parties anticipated or provided under this Agreement. The Executive Director of the Affiliate has the authority and discretion to exercise this right on behalf of the Affiliate.
- C. The obligation to provide data per Section IV. Contractor Responsibilities shall survive termination of this Agreement.

## **VIII. GENERAL PROVISIONS**

### **A. Notices**

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

**Contractor:** County of San Bernardino  
Department of Public Health  
351 N. Mountain View Avenue, #303  
San Bernardino, CA 92415

**Affiliate:** American Academy of Pediatrics, District IX, Chapter 2  
P.O. Box 94127  
Pasadena, CA 91109

- B. Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed and attached to this Agreement as an amendment.


## **IX. DISPUTE RESOLUTION**

If any conflicts or disputes arise between the two parties, assigned staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties.

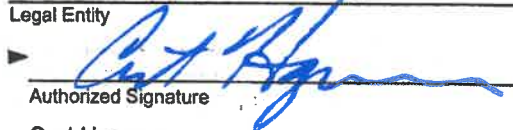
**X. AGREEMENT**

- A. This Agreement, consisting of 5 pages, is the full and complete document describing the roles and responsibilities of both parties, including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this Agreement 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 Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other 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 Agreement upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

AMERICAN ACADEMY OF PEDIATRICS,  
DISTRICT IX, CHAPTER 2

  
Authorized Signature  
Dr. Tomas Torices  
Printed Name  
Executive Director  
Title  
July 8, 2021  
Dated

COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC HEALTH

Legal Entity  
  
Authorized Signature  
Curt Hagman  
Printed Name  
Chairman, Board of Supervisors  
Title  
JUL 27 2021  
Dated

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  
of the County of San Bernardino

By   
Deputy  
S. BERNARDINO COUNTY, CA