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Meeting Agenda

June 5, 2018

3:00 PM

Kings County Board of Supervisors Chambers,
Kings County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

Call to Order & Welcome

Commissioners Roll Call

Review and Modification to Agenda

Opportunity for Public Comment

This portion of the meeting is reserved for persons to address the Commission on any matter not on this agenda but under the jurisdiction of the Commission. Commissioners may respond to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Commission at a later meeting. Also, the Commission may take action to direct staff to place a matter of business on a future agenda.

Speakers are limited to two minutes. Please state your name before making your presentation.

Consent Calendar

All items listed under the consent calendar are considered to be routine and will be enacted by one motion if no member of the Commission or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Commission concerning the item before action is taken.

P. xxx **2018-06-012 Approval of Minutes: April 3, 2018 Commission Meeting**

P. xxx **FY 17/18 April 2018 Fiscal Report**

Action Items

P. xxx **2018-06-013 Commission Meeting Schedule for FY 2018/2019:** Commission to review, discuss and consider approving the FY 18/19 schedule.

P. xxx **2018-06-014 Commission Budget Modification for FY 2017/2018:** Commission to review, discuss and consider approving a Budget Modification for FY 17/18.

- P. xxx **2018-06-015 Approval of Grantee Contracts for FY 2018/2019:** Commission to review, discuss and consider approving contracts for the following:
- Kings Community Action Organization – Kettleman City Family Resource Center
 - Kings United Way – Kings 211

- P. xxx **2018-06-016 Approve Proposition 56 Local Oral Health Prevention Contract with the California Department of Public Health:** Commission to review, discuss and consider appointing a contract between First 5 Kings and CDPH for Oral Health Prevention Services.

- P. xxx **2018-06-017 Authorize Release of Request for Qualifications (RFQ) for Consultant Services to support Proposition 56 Local Oral Health Prevention:** Commission to review, discuss and consider approving the release of a RFQ for Consultant Services to support Proposition 56 Local Oral Health Prevention.

Informational Agenda Items

- P. xxx **3rd Quarter Grantee Achievement Report:** Commission to review and discuss the progress of funded projects through the first three quarters of FY 17/18.
- P. xxx **Spotlight on Service:** Staff from United Cerebral Palsy of Central California will present an overview of the funded projects Parent & Me and the Special Needs Project.
- P. xxx **Staff Report:** April 2018 & May 2018

Future Agenda Items

August 2018

- Minutes from June 5, 2018 Commission Meeting
- June 2017 Fiscal Report
- Spotlight on Service: West Hills Community College: Avenal Family Connection
- Study Session: Planning to Start Strategic Planning
- Study Session: KingsView Pediatric Mental Health Project
- Strategic Plan Review and Update

Commissioner Comments

Review Next Meeting Date & Adjournment

- June 5, 2018 at 3:00 PM

Public Comment is Taken on Each Agenda Item

Please note that the order in which the agenda items are considered may be subject to change.

Agenda backup information and any public records provided to the Commission after the posting of the agenda for this meeting will be available for public review at the first 5 office: 330 Campus Drive, Hanford, CA 93230. Upon a timely request, reasonable efforts will be made to provide such information or records in alternative formats.



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018

2018-06-012

**Commission Meeting
Minutes from
April 3, 2018**



Meeting Minutes

April 3, 2018

3:00 PM

Kings County Board of Supervisors Chambers,
 Kings County Government Center
 1400 West Lacey Blvd.
 Hanford, CA 93230

Call to Order & Welcome

The meeting was called to order at 3:00 PM

Commissioners Roll Call

Commissioner	Present	Absent	Joined Meeting After Roll Call
Tim Bowers	X		
Joe Neves	X		
Dr. Milton Teski	X		
Sanja Bugay		X	
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

Review and Modification to Agenda

No modifications were made to the agenda.

Opportunity for Public Comment

Commissioner Tim Bowers offered opportunity for public comment, none were offered.

Consent Calendar

All items listed under the consent calendar are considered to be routine and will be enacted by one motion if no member of the Commission or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Commission concerning the item before action is taken.

2018-04-003 Approval of Minutes: February 6, 2018 Commission Meeting 2018-04-004 Prop 56 Local Oral Health Program Funding Application FY 17/18 February 2018 Fiscal Report

Motion Made by:	Joe Neves		
2 nd Motion by:	Crystal Hernandez		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Tim Bowers	X		
Joe Neves	X		

Dr. Milton Teski	X		
Sanja Bugay			Absent
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

Action Items

2018-04-005 Election of FY 18/19 Chair Elect: Commission to elect a Vice-Chair for FY 18/19, this individual will serve as commission Chair for FY 19/20.

Commissioner Lewis agreed to be nominated to serve as Vice-Chair for FY 18/19 and Chair for FY 19/20.

Motion Made by:	Joe Neves		
2 nd Motion by:	Crystal Hernandez		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Tim Bowers	X		
Joe Neves	X		
Dr. Milton Teski	X		
Sanja Bugay			Absent
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

2018-04-006 Proposed Budget for FY 18/19: Commission to review, discuss and consider updating the 2018-2019 Budget.

Program Officer Waite went over proposed budget and mentioned there was an increase in SI&G (rent and maintenance) and travel expenses. Program Officer Waite did express the increases are still fairly low in comparison to renting any other location.

Motion Made by:	Joe Neves		
2 nd Motion by:	Crystal Hernandez		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Tim Bowers	X		
Joe Neves	X		
Dr. Milton Teski	X		
Sanja Bugay			Absent
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

2018-04-007 Administrative Cost Limit for FY 2018-2019: Commission to review, discuss and consider approving the administrative cost limit for FY 2018-2019.

Program Officer Waite briefly went over the administrative cost limit for FY 2018-2019.

Motion Made by:	Lisa Lewis		
2 nd Motion by:	Joe Neves		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Tim Bowers	X		
Joe Neves	X		
Dr. Milton Teski	X		
Sanja Bugay			Absent
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

2018-04-008 Approval of Grantee Contracts for FY 2018/2019: Commission to review, discuss and consider approving contracts for the following:

- West Hills Community College – Avenal Family Connection
- Recreation Association of Corcoran – Corcoran Family Resource Center
- United Cerebral Palsy - Parent & Me
- United Cerebral Palsy - Special Needs Project

Program Officer Waite commented contracts have been sent and approved. He added Kettleman City contract is not ready and will be brought to the commission at the June meeting and executed before June 30th 2018.

Motion Made by:	Joe Neves		
2 nd Motion by:	Steve Naylor		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Tim Bowers	X		
Joe Neves	X		
Dr. Milton Teski	X		
Sanja Bugay			Absent
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

P. 198 **2018-04-009 Approval of Grantee Contracts for FY 2018/2019:** Commission to review, discuss and consider approving contracts for the following:

- Kings County Office of Education – Kings County CARES About Quality
- Kings County Office of Education – Hanford Family Connection and Lemoore family Connection

Commissioner Tim Bowers left the commission and joined the audiende due to conflict of interest in approval of grantee contracts for FY 2018/2019.

Program Officer Waite offered commissioners opportunity to ask questions regarding grantee contracts, none were offered.

Motion Made by:	Joe Neves		
2 nd Motion by:	Crystal Hernandez		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Tim Bowers			

Joe Neves	X		
Dr. Milton Teski	X		
Sanja Bugay			Absent
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

Commissioner Tim Bowers rejoined commission.

2018-04-010 First 5 California Annual Report: Commission to review, discuss and consider approving the 2016-2017 annual report for First 5 California.

Motion Made by:	Crystal Hernandez		
2 nd Motion by:	Lisa Lewis		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Tim Bowers	X		
Joe Neves	X		
Dr. Milton Teski	X		
Sanja Bugay			Absent
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

2018-04-011 Designate First 5 Kings County Executive Director: Commission to review, discuss and consider approving a new Executive Director.

Commissioner Crystal Hernandez offered to be the temporary First 5 Kings County Executive Director.

Motion Made by:	Tim Bowers		
2 nd Motion by:	Lisa Lewis		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Tim Bowers	X		
Joe Neves	X		
Dr. Milton Teski	X		
Sanja Bugay			Absent
Steve Naylor	X		
Crystal Hernandez	X		
Lisa Lewis	X		

Informational Agenda Items

Spotlight on Service: Staff from Kings County Office of Education will present an overview of the funded projects.

Rebecca Villa, Juan Tafolla, Melissa Underwood and Marlene Tapia gave an overview of the following funded programs: Hanford and Lemoore Family Connection Centers and the CARES program.

Staff Report: March 2018 & April 2018

Program Officer Waite commented there were two attachments included in the staff reports, list of legislation bills supported by the First 5 association and the summary report from the First 5 Express.

Future Agenda Items

June 2018

- Minutes from April 3, 2018 Commission Meeting
- April 2018 Fiscal Report
- 3rd Quarter Grantee Achievement Report
- Commission Budget Modification/Augmentation for FY 2017/2018 (if necessary)
- Commission Schedule for FY 2018/2019
- Spotlight on Service: United Cerebral Palsy: Special Needs Project and Parent & Me
- Contracts for FY 2018/2019
 - Kings Community Action Organization – Kettleman City FRC
 - Kings United Way – 211 Translation

Commissioner Comments

Commissioner Crystal Hernandez mentioned April was Autism Awareness Month. Commissioner Tim Bower mentioned his last day will be June 30th.

Review Next Meeting Date & Adjournment

- June 5, 2018 at 3:00 PM

The Commission meeting was adjourned at 4:33 PM.



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Date of Meeting: June 5, 2018

FY 2017/2018 April Fiscal Report

April 2018
First 5 Operations
Fiscal Report

SALARY SUMMARY		\$ 181,483	\$ 35,033	\$ 87,845	\$ 22,777	\$ 145,655	\$ 35,828	80%
SERVICES & SUPPLIES		BUDGET	Admin	Program	Evaluation	YTD	BALANCE	%
Communications	82212000	\$ 1,544	\$ 778	\$ 190	\$ 552	\$ 1,520	\$ 24	98%
Maintenance SIG	82218000	\$ 3,655	\$ 623	\$ 623	\$ 267	\$ 1,514	\$ 2,141	41%
Memberships	82220000	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000	0%
Office Expenses	82222000	\$ 1,050	\$ 774	\$ 268	\$ -	\$ 1,042	\$ 8	99%
Books & Periodicals	82222010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Postage & Freight	82222030	\$ 875	\$ 105	\$ -	\$ -	\$ 105	\$ 770	12%
Offset Printing	82222040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Computer Software	82222045	\$ 2,160	\$ -	\$ -	\$ 2,375	\$ 2,375	\$ (215)	110%
Prof. & Spec. Services	82223000	\$ 25,000	\$ -	\$ -	\$ 12,500	\$ 12,500	\$ 12,500	50%
Legal Services	82223005	\$ 1,500	\$ 508	\$ -	\$ -	\$ 508	\$ 993	34%
Community Outreach	82223035	\$ 1,500	\$ -	\$ 610	\$ -	\$ 610	\$ 890	41%
Auditing & Accounting	82223040	\$ 6,560	\$ 6,560	\$ -	\$ -	\$ 6,560	\$ -	100%
Publications & Legal Notices	82224000	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 100	0%
Purchasing Charges	82228200	\$ 233	\$ 34	\$ 34	\$ 129	\$ 196	\$ 37	84%
Brd. & Comm. Meeting Expense	82228205	\$ 500	\$ 16	\$ -	\$ -	\$ 16	\$ 484	3%
Program Expenses	82228600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Motor Pool	82229000	\$ 1,050	\$ 366	\$ -	\$ -	\$ 366	\$ 684	35%
Travel Expenses	82229010	\$ 7,140	\$ 4,239	\$ 900	\$ -	\$ 5,139	\$ 2,001	72%
Utilities	82230000	\$ 2,869	\$ 365	\$ 365	\$ 1,387	\$ 2,117	\$ 752	74%
Office Equipment	82222050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Admin Allocation	82314000	\$ 75,255	\$ 32,138	\$ -	\$ -	\$ 32,138	\$ 43,117	43%
Information & Technology	82314050	\$ 12,184	\$ 1,414	\$ 1,414	\$ 5,374	\$ 8,202	\$ 3,982	67%
Cap Charges	82314060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL SERVICES & SUPPLIES		\$ 147,175	\$ 47,920	\$ 4,404	\$ 22,584	\$ 74,909	\$ 72,266	51%
TOTAL OPERATIONS COSTS		\$ 328,658	\$ 82,953	\$ 92,250	\$ 45,361	\$ 220,563	\$ 108,095	67%

First 5 Internal Programs	BUDGET	YTD	BALANCE	%
Linkages to Learning	\$ 172,723	\$ 131,154	\$ 41,569	76%
TOTAL COSTS	\$ 172,723	\$ 131,154	\$ 41,569	76%

First 5 Contracted Programs	BUDGET	YTD	BALANCE	%
FRC Initiative	\$ 726,012	\$ 526,681	\$ 199,331	73%
Avenal Family Connection	\$ 90,000	\$ 71,222	\$ 18,778	
Corcoran Family Resource Center	\$ 116,000	\$ 82,032	\$ 33,968	
Kettleman City Family Resource Center	\$ 90,000	\$ 61,691	\$ 28,309	
KCOE: Hanford & Lemoore Family Connection	\$ 425,012	\$ 310,872	\$ 114,140	
FRC Support (Professional Learning Community)	\$ 5,000	\$ 865	\$ 4,135	
E3 Initiative	\$ 483,904	\$ 334,114	\$ 149,790	69%
Kings County Office of Education CARES	\$ 483,904	\$ 334,114	\$ 149,790	
School Readiness	\$ 439,800	\$ 313,653	\$ 126,147	71%
UCP Parent & Me Program	\$ 349,800	\$ 248,262	\$ 101,538	
Special Needs Project	\$ 90,000	\$ 65,391	\$ 24,609	
New Project	\$ 40,000	\$ 26,856	\$ 13,144	67%
New Project	\$ 40,000	\$ 26,856	\$ 13,144	
TOTAL CONTRACT COSTS	\$ 1,689,716	\$ 1,174,449	\$ 515,267	70%

April 2018
 Linkages 2 Learning
 Fiscal Report

SALARY SUMMARY		\$ 119,955	\$ 84,422	\$ 35,533
SERVICES AND SUPPLIES		BUDGET	YTD	BALANCE
Communications	82212000	\$ 662	\$ 166	\$ 496
Maintenance SIG	82218000	\$ 1,567	\$ 564	\$ 1,003
Memberships	82220000	\$ -	\$ -	\$ -
Office Expenses	82222000	\$ 450	\$ 1,969	\$ (1,519)
Books & Periodicals	82222010	\$ -	\$ -	\$ -
Postage & Freight	82222030	\$ -	\$ 1,300	\$ (1,300)
Offset Printing	82222040	\$ -	\$ -	\$ -
Computer Software	82222045	\$ -	\$ -	\$ -
Prof. & Spec. Services	82223000	\$ -	\$ -	\$ -
Legal Services	82223005	\$ -	\$ -	\$ -
Community Outreach	82223035	\$ -	\$ -	\$ -
Auditing & Accounting	82223040	\$ -	\$ -	\$ -
Publications & Legal Notices	82224000	\$ -	\$ -	\$ -
Purchasing Charges	82228200	\$ -	\$ 29	\$ (29)
Brd. & Comm. Meeting Expense	82228205	\$ -	\$ -	\$ -
Program Expenses	82228600	\$ 45,000	\$ 41,161	\$ 3,839
Motor Pool	82229000	\$ 450	\$ -	\$ 450
Travel Expenses	82229010	\$ 1,260	\$ -	\$ 1,260
Utilities	82230000	\$ 1,229	\$ 316	\$ 913
Office Equipment	82222050	\$ -	\$ -	\$ -
Admin Allocation	82314000	\$ -	\$ -	\$ -
Information & Technology	82314050	\$ 2,150	\$ 1,226	\$ 924
Cap Charges	82314060	\$ -	\$ -	\$ -
TOTAL		\$ 52,768	\$ 46,732	\$ 6,036
TOTAL LINKAGES TO LEARNING COSTS		\$ 172,723	\$ 131,154	\$ 41,569

April 2018
Consolidated Report
Fiscal Report

SALARY SUMMARY		\$ 301,438	\$ 35,033	\$ 87,845	\$ 22,777	\$ 84,422	\$ 230,076	\$ 230,076	\$0
SERVICES & SUPPLIES		Budget	Admin	Program	Evaluation	L2L	YTD	General Ledger	Dif (=/-)
Communications	82212000	\$ 2,207	\$ 778	\$ 190	\$ 552	\$ 166	\$ 1,687	\$ 1,687	\$0
Maintenance SIG	82218000	\$ 5,223	\$ 623	\$ 623	\$ 267	\$ 564	\$ 2,078	\$ 2,078	\$0
Memberships	82220000	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Office Expenses	82222000	\$ 1,500	\$ 774	\$ 268	\$ -	\$ 1,969	\$ 3,012	\$ 3,011	\$0
Books & Periodicals	82222010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Postage & Freight	82222030	\$ 875	\$ 105	\$ -	\$ -	\$ 1,300	\$ 1,405	\$ 1,405	\$0
Offset Printing	82222040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Computer Software	82222045	\$ 2,160	\$ -	\$ -	\$ 2,375	\$ -	\$ 2,375	\$ 2,375	\$0
Prof. & Spec. Services	82223000	\$ 25,000	\$ -	\$ -	\$ 12,500	\$ -	\$ 12,500	\$ 12,500	\$0
Legal Services	82223005	\$ 1,500	\$ 508	\$ -	\$ -	\$ -	\$ 508	\$ 508	\$0
Community Outreach	82223035	\$ 1,500	\$ -	\$ 610	\$ -	\$ -	\$ 610	\$ 610	\$0
Auditing & Accounting	82223040	\$ 6,560	\$ 6,560	\$ -	\$ -	\$ -	\$ 6,560	\$ 6,560	\$0
Publications & Legal Notices	82224000	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Purchasing Charges	82228200	\$ 233	\$ 34	\$ 34	\$ 129	\$ 29	\$ 226	\$ 226	\$0
Brd. & Comm. Meeting Expense	82228205	\$ 500	\$ 16	\$ -	\$ -	\$ -	\$ 16	\$ 16	\$0
Program Expenses	82228600	\$ 45,000	\$ -	\$ -	\$ -	\$ 41,161	\$ 41,161	\$ 41,161	\$0
Motor Pool	82229000	\$ 1,500	\$ 366	\$ -	\$ -	\$ -	\$ 366	\$ 366	\$0
Travel Expenses	82229010	\$ 8,400	\$ 4,239	\$ 900	\$ -	\$ -	\$ 5,139	\$ 5,139	\$0
Utilities	82230000	\$ 4,098	\$ 365	\$ 365	\$ 1,387	\$ 316	\$ 2,434	\$ 2,434	\$0
Office Equipment	82222050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Admin Allocation	82314000	\$ 75,255	\$ 32,138	\$ -	\$ -	\$ -	\$ 32,138	\$ 32,138	\$0
Information & Technology	82314050	\$ 14,334	\$ 1,414	\$ 1,414	\$ 5,374	\$ 1,226	\$ 9,428	\$ 9,428	\$0
Cap Charges	82314060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
TOTAL SERVICES & SUPPLIES		\$ 199,945	\$ 47,920	\$ 4,404	\$ 22,584	\$ 46,732	\$ 121,641	\$ 121,639	\$0
TOTAL OPERATIONS COSTS		\$ 501,383	\$ 82,953	\$ 92,250	\$ 45,361	\$ 131,154	\$ 351,717	\$ 351,716	\$0
Other Charges		Budget	Admin	Program	Evaluation	L2L	YTD	General Ledger	Dif (=/-)
FRC Initiative		\$ 726,012	\$ -	\$ 526,681	\$ -	\$ -	\$ 526,681	\$ 518,955	\$7,726
E3 Initiative		\$ 483,904	\$ -	\$ 334,114	\$ -	\$ -	\$ 334,114	\$ 220,253	\$113,861
School Readiness Initiative		\$ 439,800	\$ -	\$ 313,653	\$ -	\$ -	\$ 313,653	\$ 313,654	\$0
New Project Initiative		\$ 40,000	\$ -	\$ 26,856	\$ -	\$ -	\$ 26,856	\$ 26,856	\$0
TOTAL CONTRACT COSTS		\$ 1,689,716	\$ -	\$ 1,201,305	\$ -	\$ -	\$ 1,201,305	\$ 1,079,718	\$121,587
TOTAL EXPENSES		\$ 2,191,099	\$ 82,953	\$ 1,293,555	\$ 45,361	\$ 131,154	\$ 1,553,022	\$ 1,431,433	\$0

**April 2018
Revenue
Fiscal Report**

Revenue FY 2017/2018

Month	Estimated	Prop 10 Revenue	Interest	CARES/IMPACT	Total	%
July 2017	\$ 139,643	\$ 136,136			\$ 136,136	97%
August 2017	\$ 137,162	\$ 123,329			\$ 123,329	90%
Sepetember 2017	\$ 218,523	\$ 119,962	\$ 1,225		\$ 121,186	55%
October 2017	\$ 139,643	\$ 114,515	\$ 4,448	\$ 64,672	\$ 183,636	132%
November 2017	\$ 137,162	\$ 108,136			\$ 108,136	79%
December 2017	\$ 218,523	\$ 30,997			\$ 30,997	14%
January 2018	\$ 139,643	\$ 131,022	\$ 4,664		\$ 135,685	97%
February 2018	\$ 137,162	\$ 81,768			\$ 81,768	60%
March 2018	\$ 218,523	\$ 100,854		\$ 101,952	\$ 202,806	93%
April 2018	\$ 137,162		\$ 4,576		\$ 4,576	3%
May 2018	\$ 137,162				\$ -	0%
June 2018	\$ 221,004				\$ -	0%
TOTAL OPERATIONS COSTS	\$ 1,981,312	\$ 946,718	\$ 14,913	\$ 166,624	\$ 1,128,255	57%



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Date of Meeting: June 5, 2018

2018-06-013

**Commission Meeting
Schedule for
FY 2018/2019**



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting:
Agenda Item:
Agenda Item Type:

June 5, 2018
2018-06-013
Action Item

AGENDA ITEM: FY 2018-2019 Commission Meeting Schedule

A. Background/History:

At the June 2015 meeting the First 5 Children and Families Commission modified the bylaws so that an annual calendar will be adopted by the commission at the June meeting each year. The Commission is being presented the annual calendar at this meeting.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff requests that the commission review, discuss, and consider approving the First 5 Kings Commission Meeting Schedule. The meetings will take place at the regular date and time (first Tuesday of even months at 3:00).

C. Timeframe:

If approved the Commission Meeting Schedule will go into effect immediately.

D. Costs:

No costs associated with this item.

E. Staff Recommendation:

Staff recommends the commission review, discuss and consider approving the First 5 Kings County Commission Meeting Schedule

F. Attachments:

- The First 5 Kings FY 2018-2019 Commission Meeting Schedule



Commission Meeting Schedule FY 2018-2019

August 7, 2018 3:00 PM at Kings County Board of Supervisors Chambers

October 9, 2018 3:00 PM at Kings County Board of Supervisors Chambers

December 4, 2018 3:00 PM at Kings County Board of Supervisors Chambers

February 5, 2019 3:00 PM at Kings County Board of Supervisors Chambers

April 2, 2019 3:00 PM at Kings County Board of Supervisors Chambers

June 4, 2019 3:00 PM at Kings County Board of Supervisors Chambers



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018

2018-06-014

**Commission Budget
Modification
FY 2017/2018**



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting:
Agenda Item:
Agenda Item Type:

June 6, 2018
2017-06-012
Action Item

AGENDA ITEM: Approval of Modified 2017/2018 Budget

A. Background/History:

At the April 2017 Commission Meeting the Commission adopted a budget for FY 2017/2018. There are a few minor increases to some budget categories. These increases can be offset by savings in other areas. Subsequent to Commission adoption.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff requests that the Commission review, discuss and consider approving the First 5 Kings County Children and Families Commission modified budget for FY 2016-2017. Please note that adjustments to the original budget account for following:

- Decrease Salaries & Benefits by \$21,303
- Increase Office Expense by \$1,848
- Increase Program Expense by \$17,511
- Increase Information & Technology by \$1,672

C. Timeframe:

Budget period from 7/1/17 through 6/30/18.

D. Costs:

These modifications will have no impact on the total budget.

E. Staff Recommendation:

Staff recommends the Commission adopt the modified FY 2017-2018 budget as presented.

F. Attachments:

- Modified Budget FY 2017-2018

BUDGET MODIFICATION

SALARY SUMMARY		\$ 301,437	\$ 252,664	\$ 269,134	\$ 32,303
SERVICES & SUPPLIES		Budgeted	Actual	Projected	Difference
Communications	82212000	\$ 1,974	\$ 1,828	\$ 1,995	\$ (21)
Maintenance SIG	82218000	\$ 5,283	\$ 2,934	\$ 3,521	\$ 1,762
Memberships	82220000	\$ 4,000	\$ 4,000	\$ 4,000	\$ -
Office Expenses	82222000	\$ 1,500	\$ 3,069	\$ 3,348	\$ (1,848)
Postage & Frieght	82222030	\$ 875	\$ 1,426	\$ 1,711	\$ (836)
Computer Software	82222045	\$ 2,160	\$ 2,375	\$ 2,375	\$ (215)
Office Equipment	82222000	\$ -	\$ -	\$ -	\$ -
Prof. & Spec. Services	82223000	\$ 25,000	\$ 12,500	\$ 25,000	\$ -
Legal Services	82223005	\$ 1,500	\$ 640	\$ 767	\$ 733
Community Outreach	82223035	\$ 1,500	\$ 610	\$ 1,000	\$ 500
Auditing & Accounting	82223040	\$ 6,560	\$ 6,560	\$ 6,560	\$ -
Publications & Legal Notices	82224000	\$ 100	\$ -	\$ -	\$ 100
Purchasing Charges	82228200	\$ 226	\$ 226	\$ 451	\$ (225)
Brd. & Comm. Mem Expenses	82228205	\$ 500	\$ 16	\$ 20	\$ 480
Program Expenses	82228600	\$ 45,000	\$ 42,511	\$ 62,511	\$ (17,511)
Motor Pool	82229000	\$ 1,500	\$ 366	\$ 548	\$ 952
Travel Expenses	82229010	\$ 8,400	\$ 6,555	\$ 7,150	\$ 1,250
Utilities	82230000	\$ 4,146	\$ 2,434	\$ 2,920	\$ 1,226
Admin Allocation	82314000	\$ 75,359	\$ 32,138	\$ 75,359	\$ -
Information & Technology	82314050	\$ 12,470	\$ 9,428	\$ 14,142	\$ (1,672)
TOTAL SERVICES & SUPPLIES		\$ 198,053	\$ 129,614	\$ 213,379	\$ (15,326)
TOTAL OPERATIONS COSTS		\$ 499,490	\$ 382,278	\$ 482,513	\$ 16,977
Other Charges		Budgeted	Actual	Projected	Difference
FRC Initiative		\$ 726,012	\$ 691,375	\$ 726,012	\$ -
E3 Initiative		\$ 483,904	\$ 321,726	\$ 483,904	\$ -
School Readiness Initiative		\$ 439,800	\$ 415,507	\$ 439,800	\$ -
New Project Initiative (TBD)		\$ 40,000	\$ 37,961	\$ 40,000	\$ -
TOTAL CONTRACT COSTS		\$ 1,689,716	\$ 1,466,569	\$ 1,689,716	\$ -
TOTAL EXPENSES		\$ 2,189,206	\$ 1,848,848	\$ 2,172,229	\$ 16,977



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018

2018-06-015

Approval of Grantee
Contracts FY 18/19



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018
Agenda Item: 2018-06-015
Discussion/Action Item: Action Item

AGENDA ITEM: Approval of 2018-2019 Grantee Contracts

A. Background/History:

At the December 2017 Commission Meeting, the Commission revised the 2015-2020 Strategic Plan. At that same meeting the commission approved the release of the annual Request for Applications (RFAs). These documents were release and application have been received, reviewed and final contracts have been negotiated with grantees. This agenda item will authorize contracts between First 5 Kings County and the following grantees:

- Kings Community Action Organization – Kettleman City Family Resource Center
- Kings United Way – 211 Outreach and Translation Project

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff requests the Commission consider approving the attached contracts with various grantees for FY 2018/2019.

C. Timeframe:

Services will be provided from 07/01/2018 through 06/30/2019.

D. Costs:

Total Costs budgeted for this contract will not exceed \$130,000.

E. Staff Recommendation:

Staff recommends the Commission approve the contracts for services FY 2018/2019.

F. Attachments:

- DRAFT contract between First 5 Kings and Kings Community Action Organization for the Kettleman City Family Resource Center FY 18/19
- DRAFT contract between First 5 Kings and Kings United Way for the 211 Translation and Outreach Project FY 18/19



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018

Kings Community Action Organization – Kettleman City Family Resource Center

AGREEMENT
First 5 Kings County Children and Families Commission
and
Independent Contractor: Kings Community Action Organization
Contract Number: 2018-06-015a

THIS AGREEMENT is made and entered into on the date the parties sign this Agreement, by and between the First 5 Kings County Children and Families Commission, a legal public agency established in accordance with the California Children and Families Act of 1998 (hereinafter “Commission”), and Kings Community Action Organization, (hereinafter “Contractor”), whose principal place of business is at Hanford, California.

WITNESSETH:

WHEREAS

- a. The voters of the State of California have enacted the California Children and Families Act of 1998 (hereinafter “The Act”), codified in Health and Safety Code Section 130100 *et seq.*, also known as Proposition 10; and
- b. The Board of Supervisors of Kings County has established, pursuant to The Act and Kings County Ordinance No. 609.4 amending Sections 2-42, 2-46 and 2-47, First 5 Kings County Children and Families Commission; and
- c. Commission desires to create and implement a comprehensive, collaborative, and integrated system for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age; and
- d. Commission is authorized to enter into agreements for professional services pursuant to The Act and the Kings County Ordinance Code; and
- e. Contractor is able, qualified and willing to perform said services for Commission.

Now, therefore, the parties agree as follows:

1. WARRANTIES

Contractor makes the following material warranties:

- a. Contractor warrants it has the expertise, appropriate licenses, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Contractor warrants it does not have any actual or potential interests adverse to Commission, nor does Contractor represent a person or firm with an interest adverse to

Commission with reference to the subject of this Agreement; and

- c. Contractor warrants it shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement, and
- d. Contractor warrants that no employee, agent or independent contractor of Contractor who has been convicted of a felony or against whom a civil judgment has been entered based upon misappropriation of funds or similar action shall have authority or discretion in any way relating to funding provided to Contractor by Commission such to be able to control disbursements/withdrawals of said funds. All individuals having disbursement/withdrawal authority of funds received by Contractor from Commission shall be bonded and the individual and the bonding amount identified in **Attachment A** of this Agreement or Contractor shall provide proof of insurance covering employee dishonesty as acceptable to Commission at its sole discretion.

2. SUPPLEMENTING EXISTING SERVICE LEVELS AND SUPPLANTING OTHER FUNDING

The parties to this Agreement understand that each is bound by the provisions of the Commission's supplanting policy and Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose." Contractor warrants that no funds provided by Commission shall be used to supplant existing funds from any source for any purpose. Contractor further warrants that any moneys, leveraged, obtained through matching funds, as part of governmental or private grant funds or in any way resulting from the use of funds provided by Commission shall be used to further the purposes of Commission as stated in the Commission's Strategic Plan to promote, support, and improve the early development of children from the prenatal stage to five years of age. Contractor acknowledges that any act or omission of Commission causing failure to fully comply with these requirements shall be cause for immediate termination of this Agreement and pursuit of any remedies available by law.

3. TERM

This Agreement shall become effective on July 1, 2018 and shall terminate on June 30, 2019, unless terminated pursuant to other Agreement provisions.

4. RESPONSIBILITIES OF CONTRACTOR

- a. Contractor shall provide, to the complete satisfaction of Commission, the services described in **Attachment B**, Scope of Work. Contractor agrees to comply with all Commission requirements, Commission's Strategic Plan and all other requirements of Commission, including the policies set forth in **Attachment E** as well as any and all policies and procedures now in effect, or yet to be established. Contractor agrees to work with Commission on any systems or contractor integration to afford the Commission the use of the strengths of its contractors in furtherance of Commission's Strategic Plan. Contractor agrees to provide any information required at the time of the execution of this Agreement or at any time during the term of this Agreement.
- b. Contractor shall be required on occasion to disseminate Commission materials on various issues to further the objectives of Commission's Strategic Plan. Such materials will be provided to Contractor with reasonable notice and instructions for dissemination.

5. RESPONSIBILITIES OF COMMISSION

Commission shall have and exercise responsibility for establishing and providing policies and procedures including but not limited to monitoring, reporting, and evaluating Contractor's performance and for payment of Contractor's compensation.

6. COMPENSATION – FUNDING AWARD AND DISBURSEMENTS

- a. Compensation to Contractor shall be based upon actual costs as described in **Attachment C**, Project Budget. Commission will reimburse Contractor for all necessary and reasonable expenses incurred in accordance with the Project Budget for providing the services on behalf of Commission in an aggregate amount not to exceed \$90,000. No reimbursement will be made for any expense that is determined by Commission in its sole discretion to be a supplanting of funds.
- b. Commission may approve an initial disbursement of up to twenty-five percent (25%) of the project's annual budget. Subsequent disbursements shall be based upon Contractor's performance on this and/or prior Agreements.
- c. Contractor shall submit a quarterly, or as Commission requires, a financial and program progress report and a disbursement list or check register reflecting all disbursements prior to reimbursement. The reports and other documents shall be received no later than the 15th day after the ending of the previous quarter, or as Commission requires. The submitted reports shall be in a form approved by Commission.
- d. For any revisions to multi-year agreements, Contractor shall submit a Scope of Work (Attachment B) and Budget (Attachment C) for review and approval. These documents shall be due to the Commission by April 15 of the contract term. Contractor acknowledges that time is of the essence.

7. TERMINATION

a. Non-Allocation of Funds

The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency or commission in any fiscal year. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving Contractor thirty (30) calendar days advance written notice. Upon such termination, Commission will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given thirty (30) calendar days written notice in the event that such an action is required by Commission.

b. Breach of Contract

Commission may immediately suspend or terminate this Agreement in whole or in part, where in the determination of Commission there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to Commission; or
4. Improperly performed service.

Commission shall have the right to demand of Contractor the repayment to Commission of any funds disbursed to Contractor under this Agreement, which in the judgment of Commission were not expended in accordance with the terms of this Agreement. Contractor shall promptly refund any such funds upon demand, or at Commission's option, such repayment shall be deducted from future payments owing to Contractor under this Agreement. If Contractor should fail to comply with any provision of this Agreement, Commission shall be relieved of its obligation for further compensation to Contractor.

In no event shall any payment by Commission constitute a waiver by Commission of any breach of this Agreement or any default which may then exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to Commission with respect to the breach or default.

c. Without Cause

Under circumstances other than those set forth above, this Agreement may be terminated

by either party upon the giving of thirty (30) calendar days advance written notice of an intention to terminate. Should either party terminate this Agreement as provided herein, Commission shall pay Contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 4 herein.

d. Surrender of Documentation Upon Termination

In the event this Agreement is terminated by either Contractor or Commission prior to the close of the term, Contractor shall submit to Commission all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) calendar days after the effective date of termination.

8. EVALUATION AND DATA COLLECTION

Services provided by Contractor shall be evaluated by Commission. Contractor agrees to cooperate fully in the development and implementation of evaluation activities including, but not limited to, relevant case data, collections, data entry and reporting activities as described in **Attachment B**, the Scope of Work, and as may otherwise be required by Commission.

9. MONITORING AND SITE VISITS

- a. Commission shall monitor performance of services described in **Attachment B**, Scope of Work, through quarterly financial and progress reports in accordance with Section 6.c., site visits, and other means identified as necessary to monitor performance by Commission. Contractor understands and agrees that any determination regarding the successful provision of services of the program for purposes of the continuation of funding of the program is solely the responsibility and prerogative of Commission.
- b. Commission shall have the right to make unannounced site visits to the location where services under this Agreement are being provided at anytime during Contractor's regular business hours or upon reasonable notice. Contractor acknowledges that such visits shall be for administrative purposes as allowed under California confidentiality laws.
- c. Any deficiencies noted in the provision of services may be addressed by Commission in the following manner:
 1. Upon discovery, a letter to Contractor shall issue with a detailed explanation of the deficiency;
 2. Within ten (10) calendar days from the date of the letter, Contractor shall submit to Commission a plan to correct the deficiency;

3. Within ten (10) calendar days from the date the plan was submitted, Commission shall review the plan and shall in writing accept the plan as proposed or submit an acceptable plan for Contractor to follow;
4. Upon receipt of Commission's acceptance of Commission's plan, Contractor shall implement the plan in a timely fashion to achieve prompt completion of the plan and to promptly remedy the deficiency.

Commission reserves the right to terminate the Agreement in accordance with Section 7.b. with or without the provision of an opportunity to cure under this section.

10. PROGRAM INCOME

Contractor acknowledges that First 5 Funding Awards cannot be used to supplant monies generated by or reimbursable from third party payor sources as explained in Section 2 of this Agreement. Contractor agrees that all monies designated in Budget Attachment C shall be utilized as set forth. To the extent that third party, non-leveraged payor source funds (Program Income) exceed stated amounts, this Program Income shall be used to off-set First 5 Funding Award amounts either in full or in proportionate share. Contractor shall place and maintain Program Income in a separate cost center/fund trackable in Contractor's accounting system for Contractor's performance of activities as set forth in Scope of Work Attachment B. Contractor shall notice Commission pursuant to section 19 of this Agreement immediately upon ascertaining the existence of Program Income. Commission shall off-set future disbursements to Contractor in an amount equal to Program Income.

11. AUDIT, INSPECTION AND RETENTION OF RECORDS

- a. Contractor agrees to maintain and make available to Commission accurate books and records relative to all its activities under this Agreement. Contractor shall permit Commission to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all records including but not limited to, invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon Commission herein.
- b. Contractor shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Contractor's records shall describe and support the use of funds for the agreed upon project.
- c. Contractor shall submit an annual independently audited financial statement to

Commission within one hundred twenty (120) days of Contractor's fiscal year-end or for the program of services funded pursuant to this Agreement.

- d. Contractor shall track and report costs in conformance with Generally Accepted Accounting Principles (G.A.A.P.). Contractor acknowledges that G.A.A.P. requires non-restrictive funds.
- e. Commission reserves the right to require a program specific audit at Commission's discretion.
- f. If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code section 8546.7).
- g. Notwithstanding the term provisions stated in Section 3 of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of Commission. Contractor shall bear all costs in connection with or resulting from any audit and/or inspections including but not limited to: actual costs incurred and the payment/repayment of any expenditures disallowed by either Commission, State or Federal governmental entities, including any assessed interest and penalties.
- h. The funds received under this Agreement are not federal funds, however, any contractor required to have an audit performed in accordance with the Single Audit Act and OMB Circular A-133 must have its independent auditor include this program as part of the testing. Although the programs tested under these provisions are selected on a risk-based approach, and for Federal Government purposes this Agreement would not be included in that analysis, Commission will require that at least a representative number of transactions will be selected for testing from these contracted funds. The number of transactions selected could be based on a statistical sampling method, materiality levels and/or on auditor's judgment as long as the auditor determines that the expenditures made are appropriate under the guidelines of this Agreement.

12. MATERIALS IDENTIFICATION AND OWNERSHIP

Contractor will ensure that all publications, including but not limited to media activities, posters, conferences, brochures, etc., that are used in the approved project shall include a statement that the project is funded by "FIRST 5 Kings County" with the official Commission logo. All publications, media activities, posters, films, booklets, pamphlets or similar informational materials which have been prepared pursuant to the provision of services under the Agreement shall contain a statement prominently displayed which identifies Contractor as a provider of service under "FIRST 5 Kings County" and shall remain the property of Commission with all materials, copies, originals, prototypes, etc.

turned over to Commission at the termination of this Agreement. The cost for any materials not meeting the above provisions may not be reimbursed under this Agreement at the sole discretion of Commission.

13. INDEPENDENT CONTRACTOR

In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of Commission. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to Commission under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

14. NON-ASSIGNMENT

Contractor shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written approval of Commission.

15. SUBCONTRACTS

Contractor assumes full responsibility for all services and activities covered by this Agreement, whether or not directly provided by Contractor. Contractor shall be considered the sole point of contact regarding contractual matters, including payment of any and all charges resulting from this Agreement.

If Contractor should propose to subcontract with one or more third parties to carry out a portion of those services covered by this Agreement, any such subcontract shall be in writing and approved as to form and content by Commission prior to execution and implementation. If the subcontract amount exceeds five thousand dollars (\$5,000.00), Contractor shall submit, in addition to the subcontract, a budget or fee schedule for the subcontract. Commission shall have the right to reject any such proposed subcontract. Any such subcontract, together with all other activities by or caused by Contractor, shall not require compensation greater than the approved total program budget as set forth in **Attachment C** to this Agreement. An executed copy of any such subcontract shall be received by Commission before any implementation and shall be retained by Commission. Contractor shall be responsible to Commission for the proper performance of any subcontract. Subcontractors shall be subject to the same terms and conditions that Contractor is subject to under this Agreement.

16. INSURANCE

- a. Contractor, in order to protect Commission and its members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

1. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate.

2. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00).

3. Professional Liability

Professional Liability (Medical Malpractice) Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

4. Worker's Compensation

A policy of worker's compensation insurance as may be required by the California Labor Code.

- b. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by Commission. Contractor shall pay any deductibles and self-insured retentions under all required insurance policies.
- c. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "B+;V" rating, or in special circumstances, be pre-approved by Commission.
- d. Contractor must obtain endorsements to the general liability and auto insurance policies, giving Commission an unrestricted thirty (30) day prior written notice of cancellation or

change in terms or coverage. Contractor shall also obtain an endorsement to the workers' compensation policy giving Commission an unrestricted ten (10) day prior written notice of any cancellation or change in terms or coverage.

- e. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverage and endorsements required above. Commission will not accept such coverage unless Commission determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverage.
- f. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by Commission.
- g. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Commission from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. Commission, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Commission may purchase such required insurance coverage, and without further notice to Contractor, Commission shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by Commission for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement is insufficient to reimburse Commission for the premiums and any associated costs, Contractor agrees to reimburse Commission for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Commission to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverage required by this Agreement.

17. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Commission and Commission's agents, Commission members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of Commission Counsel and counsel retained by Commission, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized

representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of Commission; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

18. SETOFF AGAINST DEBTS

Contractor agrees that Commission may deduct from any payments due to Contractor pursuant to this Agreement any monies Contractor owes Commission under any contract.

19. NOTICES

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below *or* by facsimile at the fax number specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Commission shall be addressed as follows:

Scott Waite, Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230

Fax: (559) 585-0818

Notice to Contractor shall be addressed as follows:

Jeff Garner
Kings Community Action Organization
1130 N. 11th Ave.
Hanford, CA 93230

Ruth Rodriguez
Kings Community Action Organization
1130 N. 11th Ave.
Hanford, CA 93230

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of

notices required or permitted under this Agreement by personal service.

20. CONFLICT OF INTEREST

The parties to this Agreement have read and understand the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are, upon making diligent inquiry, unaware of any financial or economic interest of any public officer or employee of Commission relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, Commission may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 *et seq.* during the term of this Agreement.

21. SOLE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between the Contractor and Commission with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

22. AUTHORITY TO BIND COMMISSION

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, has no authority to bind Commission to any agreements or undertakings.

23. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement and that Commission shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the Commission desires.

24. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties at the time of the modification.

25. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of Commission. Forbearance or indulgence by Commission in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. Commission shall be entitled to invoke any remedy available to Commission under this

Agreement or by law or in equity despite said forbearance or indulgence.

26. CHOICE OF LAW AND VENUE

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kings. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kings.

27. CONFIDENTIALITY

No party to this Agreement shall, without written consent of the other party, communicate confidential information, designated in writing or identified in this Agreement as such to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

28. CONCURRENT ENFORCEMENT OF REMEDIES

Commission reserves its right to pursue any and all remedies available by law as needed to enforce its rights under this Agreement

29. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, or provisions shall be deemed severable and shall remain in full force and effect.

30. COMPLIANCE WITH LAW

Contractor shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by this reference as if set forth in full.

31. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

32. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision of this Agreement is a material, necessary and essential part of this Agreement.

33. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or disability, either directly, indirectly or through contractual or other arrangements.

34. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with Commission. Contractor has received from Commission no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

35. SIGNATURE AUTHORITY

Each party represents that they have capacity, full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

REVIEWED AND RECOMMENDED
FOR APPROVAL

CONTRACTOR

By: _____

First 5 Executive Director

By: _____

Jeff Garner

Title: Executive Director

Federal Tax ID Number: _____

State Tax ID Number: _____

Attachments:

- A. Individuals Handling Funds**
- B. Scope of Work**
- C. Project Budget**
- D. Signatory Authorization**
- E. Tobacco-Free Policy**
- F. Service Standards Certification**

ATTACHMENT A
INDIVIDUALS HANDLING FUNDS

<p>The person having day-to-day responsibility for the project.</p> <p>Name: April Hatfield Title: Resource & Referral Manager Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 222 Fax: (559) 582-4272 Email: ahatfield@kcao.org</p>
<p>The person to whom the person listed in #1 is accountable.</p> <p>Name: Ruth Rodriguez Title: Child Care Assistance Program Director Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 220 Fax: (559) 582-4272 Email: rrodriguez@kcao.org</p>
<p>The Chief Executive of the implementing agency.</p> <p>Name: Jeff Garner, MPA Title: Executive Director Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 201 Fax: (559) 582-2146 Email: jgarner@kcao.org</p>
<p>The Financial Officer for the project.</p> <p>Name: Sarah Lorah Title: Finance Director Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 293 Fax: (559) 582-7536 Email: Slorah@kcao.org</p>
<p>The Project Director of the project.</p> <p>Name: Glenda Stephens Title: Deputy Director Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 250 Fax: (559) 582-4272 Email: gstephens@kcao.org</p>
<p>The Chair of the Governing Body of the implementing agency.</p> <p>Name: Pat Nolan Title: Board of Directors Chairperson Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 202 Fax: (559) 582-2146 Email: N/A</p>

**ATTACHMENT B
SCOPE OF WORK**

PROVIDER NAME: Kettleman City Family Resource Center

PAGE: 1 of 3

DIRECT SERVICES - EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services provided	Number to be served	Number of times coordinated	
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.	Provide home visitation services to children 0 to 5 and their parents using Identified curriculum.	10	160	7	112	R&R Manager
			Provide socialization events to children 0 to 5 enrolled in the home visitation program and other interested community members.	20	80	15	75	R&R Manager
			Provide Raising a Reader book bag rotation literacy program to children 0 to 5 enrolled at home visits and socialization events.	10	160	-----	-----	R&R Manager
			Provide developmental screening using ASQ tool for children 0 to 5.	30	50	-----	-----	R&R Manager

PROVIDER NAME: Kettleman City Family Resource Center

PAGE: 2 of 3

DIRECT SERVICES - RESOURCE & REFERRAL SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
Systems Integration & Alignment	A cohesive system of services for children and families will exist.	Early childhood education and health-related supports will be established to reflect desires of the community and needs of the families		Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
			The FRC will provide referral information to parents/caregivers of/and children 0-5.	30	50	20	40	FRC Coordinator
			The FRC will provide resource assistance to parents/caregivers of/and children 0-5.	35	100	35	100	FRC Coordinator

PROVIDER NAME: Kettleman City Family Resource Center

PAGE: 3 of 3

COORDINATED SERVICES

1 Strategic Plan Focus Area	2 Goals	3 Objective	4 Program Specific Activities	5 Children (0-5) to be served		6 Significant others to be served		7 Staff Responsible
				Number to be served	Number of times coordinated	Number to be served	Number of times coordinated	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.	Coordinate with local providers to provide food distribution to parents of children 0-5.	-----	-----	80	15	FRC Coordinator
			Coordinate with local providers to provide parent workshops to parents and caregivers of children 0 to 5.	-----	-----	10	4	FRC Coordinator
			Coordinate with local providers to provide counseling services to parents of children 0 to 5.	-----	-----	5	4	FRC Coordinator
			Coordinate with SNAP ED to provide nutrition education to parents and caregivers of children 0-5.	-----	-----	15	4	FRC Coordinator
			Coordinate with optometrist to provide ophthalmological services to children 0 to 5 and their families.	5	1	10	1	FRC Coordinator
			Coordinate with Local providers to distribute items for Thanksgiving and Christmas holidays.	-----	-----	15	1	FRC Coordinator

**ATTACHMENT C
 PROJECT BUDGET**

Project Name: Kettleman City Family Resource Center		Contract Term: 7/1/18 - 6/30/19		
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
<u>Child Care Assistance Program Director</u> (.05 FTE) \$70 x 12 Months	\$839	\$0	\$0	\$839
<u>R&R Program Manager</u> (.18 FTE) \$466 x 12 Months	\$5,587	\$0	\$0	\$5,587
<u>Office Assistant</u> (.18 FTE) \$633 x 12 Months	\$7,600	\$0	\$0	\$7,600
<u>Home Visitor</u> (73% FTE) \$1,051 x 12 Months	\$12,616	\$0	\$0	\$12,616
<u>Salaries & Benefits</u> 25% of salary costs	\$8,957	\$0	\$0	\$8,957
TOTAL Personnel Costs	\$35,599	\$0	\$0	\$35,599
B. Operational Costs				
<u>Rent & Utilities</u> \$2008 mo x 12 months Utilities, pest control, security	\$24,094	\$0	\$0	\$24,094
<u>Office Supplies & Materials</u> \$833 x 12 months Pens, paper, computer supplies, etc.	\$10,000	\$0	\$0	\$10,000
<u>Telephone & Communication</u> \$278 x 12 months Landline, cell phone, internet	\$3,335	\$0	\$0	\$3,335
<u>Postage & Mailing</u> \$2 x 12 months Landline, cell phone, internet	\$26	\$0	\$0	\$26
<u>Printing/Copying</u> \$3 x 12 mos Program use, brochures, and calendars	\$34	\$0	\$0	\$34
<u>Printer Lease</u> \$3 x 12 months Landline, cell phone, internet	\$33	\$0	\$0	\$33
<u>Insurance & Bond</u> \$83 x 12 months	\$991	\$0	\$0	\$991
TOTAL Operational Costs	\$38,513	\$0	\$0	\$38,513

LINE ITEM PROJECT BUDGET

Project Name: Kettleman City Family Resource Center				
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
C. Program Costs				
<u>Travel</u> \$300 x 12 months	\$3,600	\$0	\$0	\$3,600
<u>Training & Conference</u> \$318 x 12 months	\$3,819	\$0	\$0	\$3,819
TOTAL Program Costs	\$7,419	\$0	\$0	\$7,419
D. Capital Expenditures				
<u>List all Projects</u> Estimated Costs of completion	\$0	\$0	\$0	\$0
<u>List all Projects</u> Estimated Costs of completion	\$0	\$0	\$0	\$0
TOTAL Capital Costs	\$0	\$0	\$0	\$0
E. Indirect Costs				
<u>Indirect Costs</u> 10.0% of direct costs	\$8,469	\$0	\$0	\$8,469
TOTAL Capital Costs	\$8,469	\$0	\$0	\$8,469
TOTAL PROJECT COSTS	\$90,000.00	\$0	\$0	\$90,000.00

ATTACHMENT D
SIGNATORY AUTHORIZATION

AUTHORIZED SIGNATORY NAME	TITLE
Jeff Garner	Executive Director

ATTACHMENT E
TABACCO-FREE POLICY

I. Purpose and Applicability

First 5 Kings County Children & Families Commission (Commission) recognizes that there is ample research demonstrating the health hazards of the use of tobacco products, including smoking, using smokeless tobacco, and breathing of second hand smoke. Therefore, the Commission, in the best interests of the health and safety of the employees and participants of its funded programs, and the general public, directs the development of a policy to ban completely the use of tobacco products on the premises of any of its funded programs, or any other Commission sponsored activities.

This policy shall be established to:

- A. Protect the health and safety of children, families, and employees in the workplace.
- B. Reflect and emphasize the hazards of tobacco use.
- C. Promote health and encourage children, families, & employees to adopt healthy lifestyles.
- D. Further the goal of consistency among Commission funded community programs to discourage children and families from using tobacco products.

II. Statement of Policy

As of April 1, 2003 all First 5 Kings County Children & Families Commission (Commission) funded programs must have a written policy that ensures a tobacco free indoor environment. All funded providers contracting with the Commission must establish tobacco free work-sites for all facilities that deliver Commission funded services.

A tobacco free facility is defined as an environment free of tobacco use, including the use of smokeless tobacco, such as snuff and chewing tobacco. Tobacco use must be prohibited throughout the entire workplace with no exceptions, including all indoor facilities, offices, hallways, waiting rooms, rest rooms, elevators, meeting rooms, community areas, and agency owned and/or leased vehicles. This policy applies to all employees, clients, contractors, and visitors.

Each funded program shall provide proof (in the form of a written policy) to the Commission of an established comprehensive tobacco free policy no later than the end of the first three months of program initiation. In support of this effort, the Commission has provided a Tobacco Free Policy “template”. Each provider can adapt the template policy to their organization as they see fit.

III. Definitions

- A. **Tobacco** means cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts;

refuse scraps, clippings, cuttings and sweepings of tobacco; electronic cigarettes emitting nicotine, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices.

- B. **Tobacco-related devices** means cigarette papers or pipes for smoking.
- C. **Smoking** includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment.

IV. Policy Template

GENERAL STATEMENT OF POLICY

It shall be a violation of this policy for any employee, administrator, or clients and visitors of (insert name of organization) to use tobacco or tobacco-related devices in our facility, on our premises or in our vehicles. This prohibition includes all (insert name of organization) property and to the extent possible, all events sponsored by (insert name of organization).

(insert name of organization) will act to enforce this policy and to discipline or take appropriate action against any employee or administrator who is found to have violated this policy. Furthermore, (insert name of organization) will inform all clients and visitors of the policy verbally and by posting the policy in a location(s) visible to all. *No Smoking* signs will also be utilized to communicate to clients and visitors that the premises of (insert name of organization) are tobacco free.

TOBACCO AND TOBACCO RELATED DEVICES DEFINED

- **Tobacco** means cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; electronic cigarettes emitting nicotine, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices.
- **Tobacco-related devices** means cigarette papers or pipes for smoking.
- **Smoking** includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment.

ATTACHMENT F
SERVICE STANDARDS

The Kings Community Action Organization hereby certifies that the Kettleman City Family Resource Center will comply with the Family Resource Center Service Standards in the implementation of all services and organizational operations as funded by First 5 Kings County in FY 2017/2018. As indicated by the authorized agents initials throughout this document, the grantee fully understands the standards as set forth and is organizationally prepared to implement services in accordance with such standards.

These service components are central to the operations of Family Resource Centers. Although each service is represented as a distinct set of activities, there is considerable overlap and inter-dependency between services. In the following discussion of each criterion, a service standard that is the minimum level of adequate service is established.

With the exception of compliance to mandatory reporting laws as they pertain to child abuse, the abuse of dependent adults or the elderly, or cases involving the potential of great bodily harm to oneself or others, centers must guarantee client confidentiality to all adult clients. The sole source of information regarding clients must be the client her/himself. Centers must have the client sign a waiver in the event that a client wishes to allow the case to be discussed with any individual not employed by the center. In addition, a confidentiality form must be completed and appropriate consent authorized to allow First 5 Kings County Children and Families Commission and First 5 California to use client information for evaluation purposes.

SERVICES

The goal of Family Resource Centers is to better connect children and families with existing services by making them available to families in their community of residency. The Family Resource Center is the hub of a whole system that provides a safety net of programs and services in a community. Services are designed to be comprehensive and integrated, serving the unique needs and strengths of the individual, the family and the surrounding community. The location, facility, staffing, amenities, activities and programs at each FRC should be developed in response to the needs and resources of the community members it is intended to serve. All services funded at the FRC supported by First 5 Kings County funds must be delivered in the context of promoting early childhood development.

A. INFORMATION & REFERRAL SERVICES

Information and Referral Services are defined as the provision of information and/or referrals regarding community resources.

Service Standard

1. Centers must respond to requests for information from the general public, as well as from persons receiving services, and must provide referrals to community resources.

2. A referral resources list must be developed, maintained, and regularly updated which includes but is not limited to the following: local school districts, pre-schools, and childcare facilities, law enforcement agencies, medical care providers, mental health treatment facilities, substance abuse facilities, county departments of social services, employment assistance service providers, local housing authority, child protective services, rape crisis centers, domestic violence centers, child abuse treatment programs, victim/witness assistance centers, and a list of licensed therapists.

B. EARLY CHILDHOOD EDUCATION SERVICES

Service Standard

1. Centers **may** provide direct services to meet the needs of early childhood education.
2. Early Childhood Education services must be delivered based on a curriculum or program approach that is evidence based, best, or promising practice. Additionally, staff implementing early childhood education programs must be professionals in the industry, and where applicable, certified or trained in the curriculum/program approach.

C. AGENCY COORDINATION

Service Standard

Centers must establish themselves as active participants in local public and private service networks in order to provide children and families access to services within their community of residency.

1. Centers must coordinate with other First 5 funded projects to include but not limited to other Family Resource Centers, School Readiness Projects and CARES.
2. Centers must coordinate with existing service providers for on-site service provision, responsive to local community needs.
3. Centers must develop and maintain cross-referral arrangements between local social service providers, community based organizations, medical service providers, law enforcement agencies, other childhood development service providers. This must be documented by a formal letter of agreement regarding cross-referrals, which clearly delineates the expectations of each party, including training, and should be signed by representatives of both agencies.
4. The center must regularly provide and receive information and feedback from the above-described agencies.

D. COMMUNITY OUTREACH ACTIVITIES

Service Standard

1. Centers must provide: community outreach meant to promote center services to their community.

2. Community outreach includes, but is not limited to, efforts made through person to person contacts, public speaking engagements, and use of the media to inform the community about the services and operations of the center.

E. VOLUNTEER TRAINING

Centers must provide training and on-going support to all volunteers prior to them providing services to children and family participants through the FRC.

Service Standard

Volunteers must receive a minimum of 20 hours of training regarding local resources, crisis intervention techniques, operational mandates, appropriate documentation standards, and cultural sensitivity.

Training must be provided by persons who have expertise in the subject area. All volunteers must pass fingerprint clearance before working with children and family participants.

F. INCLUSION OF MINORITY GROUPS IN SERVICES AND OPERATIONS

Service Standard

Centers must include members of minority groups in the services and operations of the project. This means:

1. Recruitment that is directed to all minority groups in the service area.
2. The center must make every attempt to provide services to members of minority groups that are proportionate to the demographic characteristics of the service area. These services must be culturally appropriate.
3. The composition of the agency's staff, and of their volunteers, must be made up of individuals who proportionately represent the ethnic/racial demographic characteristics of the service area. If this is not possible, documentation must be maintained which reflects the good faith efforts of the agency to achieve this goal. "Good faith efforts" should include but not be limited to the following:
 - a. Evidence of a plan adopted by the governing board to meet the recruitment criteria;
 - b. Evidence of recruitment efforts in ethnic newspapers and newspapers of general circulation;
 - c. Evidence or documentation of outreach to local leaders and community groups;
 - d. Outreach to business and professional organizations; and
 - e. Outreach to local colleges and universities.
4. The center must provide culturally and ethnically relevant materials for outreach and community education efforts.
5. The center must provide education programs in the predominant language(s) of the community.

G. COMMUNITY ENGAGEMENT ACTIVITIES

Participant Satisfaction Surveys

Service Standard

Centers must collect from families receiving services participant satisfaction surveys. This information should be used to assist the center and the community advisory board of adjustment or additional services that should be sought for the community. Additionally, the survey will be used to assist the Commission in assessing the family centeredness of services.

Community Advisory Board

Service Standard

Centers must include community members in the development of services and operations of the center. This means:

1. The board must be made up of individuals who live within the FRC service area **and** proportionately represent the ethnic/racial demographic characteristics of the service area. If this is not possible, documentation must be maintained which reflects the good faith efforts of the agency to achieve this goal. “Good faith efforts” should include but not be limited to the following:
 - 1) Evidence of a plan adopted by the governing board to meet the recruitment criteria;
 - 2) Evidence of recruitment efforts in ethnic newspapers and newspapers of general circulation;
 - 3) Evidence or documentation of outreach to local leaders and community groups;
 - 4) Outreach to business and professional organizations; and
 - 5) Outreach to local colleges and universities.
2. The board must meet on a regular basis to discuss the status of service delivery systems provided by the Family Resource Center in an effort to maintain the FRC’s responsiveness to community need.
3. Community Advisory Boards will make finding and recommendations to the lead agency regarding existing systems and services.

H. BEST PRACTICE MODEL SYSTEMS IMPLEMENTATION

Service Standard

The Family Resource Centers will, to the extent possible, base their service delivery approach on best or promising practice models. The term *best practice* generally refers to the best possible way of doing something. A best practice is formulated after the study of specific business or organizational case studies to determine the most broadly effective and efficient means of organizing a system or performing a function.

I. PRINCIPLES ON EQUITY

Programs and services established and supported by Prop 10 funds must adhere to the Principles on Equity as adopted by the First 5 Kings County Children and Families Commission on February 8th, 2003.

Service Standard

Inclusive Governance and Participation

Prop 10 recognizes that children develop within the context of their families and communities, and as such, it is essential that Prop 10 programs secure and obtain meaningful participation and input of the families and other caregivers of children from diverse backgrounds and with diverse abilities throughout all program development and implementation phases. Prop 10 programs should:

1. Use culturally- and linguistically-appropriate outreach strategies, as well as approaches effective in reaching parents of children with disabilities and other special needs and parents who themselves may have disabilities
2. Assure that all diverse groups, particularly those who have been traditionally underrepresented and underserved, are actively engaged and involved so that they can have an equal voice in defining their needs and finding solutions
3. Use community organizations, both formal and informal networks, and other communication vehicles that have been effective in reaching out to and serving diverse groups
4. Promote and support the development of emerging parent and community leaders, and
5. Assure that families representing diverse groups participate equitably in the planning, delivery and evaluation of initiatives, which includes the grant criteria process, advisory groups, and other committees

Access to Services

To assure that children from diverse backgrounds and with diverse abilities have access to high quality and culturally competent early care and education/development opportunities as a critical means for achieving equity, Prop 10 funded programs should:

1. Set measurable goals and objectives for increasing access and achieving equity
2. Use culturally and linguistically relevant methods of communication and community outreach, which include engaging respected community persons to promote messages
3. Assure that programs provide access to information, resources and support regarding their child's development, including strengths and needs for all families
4. Conduct assessments that include assets, challenges, and gaps in communities and systems, as well as analyze disaggregated community demographic data (ethnicity, disabilities, language, age, socio-economic status, literacy levels, underinsured/uninsured rates, etc.). Use these assessment and data to establish

priority desired results and to design program that will remove disparities and attain desired results

5. Provide information and support through culturally and linguistically responsive service providers and service providers who are knowledgeable about children with disabilities and other special needs and their families
6. Promote collaboration across disciplines, service delivery systems and communities. This includes implementation of a coordinated service delivery approach to young children, especially children with disabilities and other special needs and their families who are often served by a variety of agencies, programs, and service providers;
7. Develop print, audio-visual, and electronic materials that are culturally and linguistically relevant for all communities served, are written at appropriate literacy levels, and are available for specialized populations (e.g., Braille, closed captioning);
8. Schedule services in accordance with family needs and situations (work schedules, time of the year, language, transportation, etc.);
9. Support programs that are individualized to address the cultural and linguistic diversity, as well as the range of ability levels and behavioral and learning styles that are representative of California's children and families;
10. Ensure availability of adapted and specialized services and supports as needed to assure full participation for all children and their families. Individualization of services and supports for all families are critical to actively support a child's learning experiences in natural environments to the maximum extent appropriate;
11. Demonstrate awareness of, and referrals to, services, resources and other supports available for children with disabilities and other special needs and their families;
12. Demonstrate a commitment to promote a workforce that has skills, knowledge of, and reflective of the children and families being served, and a workforce that is knowledgeable about and supportive of children with disabilities and other special needs and their families;
13. Demonstrate that staff who work with or on behalf of children and their families display a positive attitude about working with children with disabilities and special needs as well as children from culturally and linguistically diverse backgrounds; and
14. Promote policies to assure training and technical assistance necessary to improve knowledge, attitudes and skills of all involved with the Commission and build their capacity to work within culturally and linguistically diverse communities, and serve as well as to work more effectively in serving the range of abilities, behavioral and learning styles that are representative of California's children.

Legislative and regulatory mandates

Agencies must adhere to all legislative, regulatory and accreditation mandates pertinent to the provision of services to children from diverse backgrounds and with diverse abilities. Prop 10 programs should:

1. Embrace the spirit of the law;
2. Demonstrate leadership in assuring that all staff receive training, are knowledgeable about pertinent legislative and legal mandates and have the skills and resources

necessary to implement required modifications or enhancements to services or facilities;

3. Inform parents of their rights and responsibilities as well as those of their children;
4. Offer its services to all children and their families regardless of immigration status
5. Be held accountable for their compliance with key laws and other related mandates, for example:
 1. Title VI of the Civil Rights Act of 1964: requires linguistic access via qualified interpreters and translated materials at no cost to the individual;
 2. Americans with Disabilities Act 1990 (ADA): prohibits discrimination on the basis of disability and promotes equal access, building modifications, hiring practices for persons with disabilities;
 3. Language Access Laws i.e., Dymally-Alatorre Bilingual Services Act (CA); imposes direct obligations state/local governmental agencies to provide appropriate translation services for languages spoken by 5% or more of population served;
 4. Individuals with Disabilities Education Act (IDEA) establishes special education and coordinated, family centered service delivery systems for children with disabilities from 0-5 through several programs e.g., California's Early Start Program, California Department of Education's Preschool Special Education Program; and
 5. Executive Order 13166: issued on August 11, 2000 to provide meaningful access to Limited English Proficient (LEP) individuals to federally assisted and federally conducted programs and activities.

Results-based Accountability

Prop 10 programs will have well defined and meaningful outcomes that benefit children from diverse backgrounds and with diverse abilities and thus should:

1. Commit to attaining their stated program outcomes realizing that their results are crucial to ongoing sustainability and advocacy;
2. Allocate sufficient resources to support accountability and evaluation activities;
3. Use program planners, evaluators and other experts who are knowledgeable about children's differing abilities, and who are culturally competent in regards to the population(s) served in developing effective assessment and evaluation tools and methods;
4. Conduct assessments that include assets, challenges, and gaps in communities and systems, as well as analyze community demographics (ethnicity, disabilities, language, age, socio-economic status, etc.);
5. Assess regularly its inclusive governance process and provide updates on the extent of the family involvement and engagement throughout all phases of program development (planning, implementation and evaluation);
6. Use culturally and linguistically appropriate questions, instruments and other research methods to collect relevant data from the populations and communities served;

7. Include questions on disabilities and other related issues in surveys and other evaluation and research tools/instruments;
8. Collect and report disaggregated data (e.g., ethnicity, disabilities, language, age, socioeconomic status, etc.) describing children and families served and the achievement of access, equity and desired child/family results;
9. Recognize that accountability and results are crucial to ongoing advocacy and sustainability; and,
10. Disseminate best practices and promising practices for the benefit of all children and their service providers throughout California.

J. INTERNAL MANAGEMENT

Service Standard

Centers must develop adequate policies and procedures to protect the agency from legal liability.

1. Centers must maintain and follow up-to-date bylaws.
2. Centers must maintain up-to-date personnel policies designed to protect the rights of staff and management. These policies must, at a minimum, include grievance procedures for both staff and executive directors; leave policies; work hour and benefit policies; regular staff evaluations, policies for setting salaries and salary increases and policies for nondiscrimination.
3. Centers must maintain functional time sheets and personnel files. Functional time sheets mean records that reflect the actual hours spent on each project according to funding source.
4. Centers must maintain records to substantiate the number of clients served, the number of services provided or coordinated and signed confidentiality forms.
5. Centers must have regularly scheduled staff meetings to discuss agency business. This must include, but not be limited to, community need, coordination of services, and relevant local, state and national policy around family related services.
6. Centers must conform to Generally Accepted Accounting Principles (GAAP)



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018

Kings United Way – 211 Translation Project

AGREEMENT
First 5 Kings County Children and Families Commission
and
Independent Contractor: Kings United Way
Contract Number: 2018-06-015b

THIS AGREEMENT is made and entered into on the date the parties sign this Agreement, by and between the First 5 Kings County Children and Families Commission, a legal public agency established in accordance with the California Children and Families Act of 1998 (hereinafter “Commission”), and Kings United Way, (hereinafter “Contractor”), whose principal place of business is at Coalinga, California.

WITNESSETH:

WHEREAS

- a. The voters of the State of California have enacted the California Children and Families Act of 1998 (hereinafter “The Act”), codified in Health and Safety Code Section 130100 *et seq.*, also known as Proposition 10; and
- b. The Board of Supervisors of Kings County has established, pursuant to The Act and Kings County Ordinance No. 609.4 amending Sections 2-42, 2-46 and 2-47, First 5 Kings County Children and Families Commission; and
- c. Commission desires to create and implement a comprehensive, collaborative, and integrated system for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age; and
- d. Commission is authorized to enter into agreements for professional services pursuant to The Act and the Kings County Ordinance Code; and
- e. Contractor is able, qualified and willing to perform said services for Commission.

Now, therefore, the parties agree as follows:

1. WARRANTIES

Contractor makes the following material warranties:

- a. Contractor warrants it has the expertise, appropriate licenses, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Contractor warrants it does not have any actual or potential interests adverse to Commission, nor does Contractor represent a person or firm with an interest adverse to Commission with reference to the subject of this Agreement; and

- c. Contractor warrants it shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement, and
- d. Contractor warrants that no employee, agent or independent contractor of Contractor who has been convicted of a felony or against whom a civil judgment has been entered based upon misappropriation of funds or similar action shall have authority or discretion in any way relating to funding provided to Contractor by Commission such to be able to control disbursements/withdrawals of said funds. All individuals having disbursement/withdrawal authority of funds received by Contractor from Commission shall be bonded and the individual and the bonding amount identified in **Attachment A** of this Agreement or Contractor shall provide proof of insurance covering employee dishonesty as acceptable to Commission at its sole discretion.

2. SUPPLEMENTING EXISTING SERVICE LEVELS AND SUPPLANTING OTHER FUNDING

The parties to this Agreement understand that each is bound by the provisions of the Commission's supplanting policy and Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose." Contractor warrants that no funds provided by Commission shall be used to supplant existing funds from any source for any purpose. Contractor further warrants that any moneys, leveraged, obtained through matching funds, as part of governmental or private grant funds or in any way resulting from the use of funds provided by Commission shall be used to further the purposes of Commission as stated in the Commission's Strategic Plan to promote, support, and improve the early development of children from the prenatal stage to five years of age. Contractor acknowledges that any act or omission of Commission causing failure to fully comply with these requirements shall be cause for immediate termination of this Agreement and pursuit of any remedies available by law.

3. TERM

This Agreement shall become effective on July 1, 2018 and shall terminate on June 30, 2019, unless terminated pursuant to other Agreement provisions.

4. RESPONSIBILITIES OF CONTRACTOR

- a. Contractor shall provide, to the complete satisfaction of Commission, the services described in **Attachment B**, Scope of Work. Contractor agrees to comply with all

Commission requirements, Commission's Strategic Plan and all other requirements of Commission, including the policies set forth in **Attachment E** as well as any and all policies and procedures now in effect, or yet to be established. Contractor agrees to work with Commission on any systems or contractor integration to afford the Commission the use of the strengths of its contractors in furtherance of Commission's Strategic Plan. Contractor agrees to provide any information required at the time of the execution of this Agreement or at any time during the term of this Agreement.

- b. Contractor shall be required on occasion to disseminate Commission materials on various issues to further the objectives of Commission's Strategic Plan. Such materials will be provided to Contractor with reasonable notice and instructions for dissemination.

5. RESPONSIBILITIES OF COMMISSION

Commission shall have and exercise responsibility for establishing and providing policies and procedures including but not limited to monitoring, reporting, and evaluating Contractor's performance and for payment of Contractor's compensation.

6. COMPENSATION – FUNDING AWARD AND DISBURSEMENTS

- a. Compensation to Contractor shall be based upon actual costs as described in **Attachment C**, Project Budget. Commission will reimburse Contractor for all necessary and reasonable expenses incurred in accordance with the Project Budget for providing the services on behalf of Commission in an aggregate amount not to exceed \$40,000. No reimbursement will be made for any expense that is determined by Commission in its sole discretion to be a supplanting of funds.
- b. Commission may approve an initial disbursement of up to twenty-five percent (25%) of the project's annual budget. Subsequent disbursements shall be based upon Contractor's performance on this and/or prior Agreements.
- c. Contractor shall submit a quarterly, or as Commission requires, a financial and program progress report and a disbursement list or check register reflecting all disbursements prior to reimbursement. The reports and other documents shall be received no later than the 15th day after the ending of the previous quarter, or as Commission requires. The submitted reports shall be in a form approved by Commission.
- d. For any revisions to multi-year agreements, Contractor shall submit a Scope of Work (Attachment B) and Budget (Attachment C) for review and approval. These documents shall be due to the Commission by April 15 of the contract term. Contractor acknowledges that time is of the essence.

7. TERMINATION

a. Non-Allocation of Funds

The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency or commission in any fiscal year. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving Contractor thirty (30) calendar days advance written notice. Upon such termination, Commission will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given thirty (30) calendar days written notice in the event that such an action is required by Commission.

b. Breach of Contract

Commission may immediately suspend or terminate this Agreement in whole or in part, where in the determination of Commission there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to Commission; or
4. Improperly performed service.

Commission shall have the right to demand of Contractor the repayment to Commission of any funds disbursed to Contractor under this Agreement, which in the judgment of Commission were not expended in accordance with the terms of this Agreement. Contractor shall promptly refund any such funds upon demand, or at Commission's option, such repayment shall be deducted from future payments owing to Contractor under this Agreement. If Contractor should fail to comply with any provision of this Agreement, Commission shall be relieved of its obligation for further compensation to Contractor.

In no event shall any payment by Commission constitute a waiver by Commission of any breach of this Agreement or any default which may then exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to Commission with respect to the breach or default.

c. Without Cause

Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of thirty (30) calendar days advance written notice of an intention to terminate. Should either party terminate this Agreement as provided herein,

Commission shall pay Contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 4 herein.

d. Surrender of Documentation Upon Termination

In the event this Agreement is terminated by either Contractor or Commission prior to the close of the term, Contractor shall submit to Commission all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) calendar days after the effective date of termination.

8. EVALUATION AND DATA COLLECTION

Services provided by Contractor shall be evaluated by Commission. Contractor agrees to cooperate fully in the development and implementation of evaluation activities including, but not limited to, relevant case data, collections, data entry and reporting activities as described in **Attachment B**, the Scope of Work, and as may otherwise be required by Commission.

9. MONITORING AND SITE VISITS

- a. Commission shall monitor performance of services described in **Attachment B**, Scope of Work, through quarterly financial and progress reports in accordance with Section 6.c., site visits, and other means identified as necessary to monitor performance by Commission. Contractor understands and agrees that any determination regarding the successful provision of services of the program for purposes of the continuation of funding of the program is solely the responsibility and prerogative of Commission.
- b. Commission shall have the right to make unannounced site visits to the location where services under this Agreement are being provided at anytime during Contractor's regular business hours or upon reasonable notice. Contractor acknowledges that such visits shall be for administrative purposes as allowed under California confidentiality laws.
- c. Any deficiencies noted in the provision of services may be addressed by Commission in the following manner:
 1. Upon discovery, a letter to Contractor shall issue with a detailed explanation of the deficiency;
 2. Within ten (10) calendar days from the date of the letter, Contractor shall submit to Commission a plan to correct the deficiency;
 3. Within ten (10) calendar days from the date the plan was submitted, Commission shall review the plan and shall in writing accept the plan as proposed or submit an

acceptable plan for Contractor to follow;

4. Upon receipt of Commission's acceptance of Commission's plan, Contractor shall implement the plan in a timely fashion to achieve prompt completion of the plan and to promptly remedy the deficiency.

Commission reserves the right to terminate the Agreement in accordance with Section 7.b. with or without the provision of an opportunity to cure under this section.

10. PROGRAM INCOME

Contractor acknowledges that First 5 Funding Awards cannot be used to supplant monies generated by or reimbursable from third party payor sources as explained in Section 2 of this Agreement. Contractor agrees that all monies designated in Budget Attachment C shall be utilized as set forth. To the extent that third party, non-leveraged payor source funds (Program Income) exceed stated amounts, this Program Income shall be used to off-set First 5 Funding Award amounts either in full or in proportionate share. Contractor shall place and maintain Program Income in a separate cost center/fund trackable in Contractor's accounting system for Contractor's performance of activities as set forth in Scope of Work Attachment B. Contractor shall notice Commission pursuant to section 19 of this Agreement immediately upon ascertaining the existence of Program Income. Commission shall off-set future disbursements to Contractor in an amount equal to Program Income.

11. AUDIT, INSPECTION AND RETENTION OF RECORDS

- a. Contractor agrees to maintain and make available to Commission accurate books and records relative to all its activities under this Agreement. Contractor shall permit Commission to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all records including but not limited to, invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon Commission herein.
- b. Contractor shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Contractor's records shall describe and support the use of funds for the agreed upon project.
- c. Contractor shall submit an annual independently audited financial statement to Commission within one hundred twenty (120) days of Contractor's fiscal year-end or for the program of services funded pursuant to this Agreement.

- d. Contractor shall track and report costs in conformance with Generally Accepted Accounting Principles (G.A.A.P.). Contractor acknowledges that G.A.A.P. requires non-restrictive funds.
- e. Commission reserves the right to require a program specific audit at Commission's discretion.
- f. If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code section 8546.7).
- g. Notwithstanding the term provisions stated in Section 3 of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of Commission. Contractor shall bear all costs in connection with or resulting from any audit and/or inspections including but not limited to: actual costs incurred and the payment/repayment of any expenditures disallowed by either Commission, State or Federal governmental entities, including any assessed interest and penalties.
- h. The funds received under this Agreement are not federal funds, however, any contractor required to have an audit performed in accordance with the Single Audit Act and OMB Circular A-133 must have its independent auditor include this program as part of the testing. Although the programs tested under these provisions are selected on a risk-based approach, and for Federal Government purposes this Agreement would not be included in that analysis, Commission will require that at least a representative number of transactions will be selected for testing from these contracted funds. The number of transactions selected could be based on a statistical sampling method, materiality levels and/or on auditor's judgment as long as the auditor determines that the expenditures made are appropriate under the guidelines of this Agreement.

12. MATERIALS IDENTIFICATION AND OWNERSHIP

Contractor will ensure that all publications, including but not limited to media activities, posters, conferences, brochures, etc., that are used in the approved project shall include a statement that the project is funded by "FIRST 5 Kings County" with the official Commission logo. All publications, media activities, posters, films, booklets, pamphlets or similar informational materials which have been prepared pursuant to the provision of services under the Agreement shall contain a statement prominently displayed which identifies Contractor as a provider of service under "FIRST 5 Kings County" and shall remain the property of Commission with all materials, copies, originals, prototypes, etc. turned over to Commission at the termination of this Agreement. The cost for any materials not meeting the above provisions may not be reimbursed under this Agreement

at the sole discretion of Commission.

13. INDEPENDENT CONTRACTOR

In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of Commission. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to Commission under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

14. NON-ASSIGNMENT

Contractor shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written approval of Commission.

15. SUBCONTRACTS

Contractor assumes full responsibility for all services and activities covered by this Agreement, whether or not directly provided by Contractor. Contractor shall be considered the sole point of contact regarding contractual matters, including payment of any and all charges resulting from this Agreement.

If Contractor should propose to subcontract with one or more third parties to carry out a portion of those services covered by this Agreement, any such subcontract shall be in writing and approved as to form and content by Commission prior to execution and implementation. If the subcontract amount exceeds five thousand dollars (\$5,000.00), Contractor shall submit, in addition to the subcontract, a budget or fee schedule for the subcontract. Commission shall have the right to reject any such proposed subcontract. Any such subcontract, together with all other activities by or caused by Contractor, shall not require compensation greater than the approved total program budget as set forth in **Attachment C** to this Agreement. An executed copy of any such subcontract shall be received by Commission before any implementation and shall be retained by Commission. Contractor shall be responsible to Commission for the proper performance of any subcontract. Subcontractors shall be subject to the same terms and conditions that Contractor is subject to under this Agreement.

16. INSURANCE

- a. Contractor, in order to protect Commission and its members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

1. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate.

2. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00).

3. Professional Liability

Professional Liability (Medical Malpractice) Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

4. Worker's Compensation

A policy of worker's compensation insurance as may be required by the California Labor Code.

- b. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by Commission. Contractor shall pay any deductibles and self-insured retentions under all required insurance policies.
- c. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "B+;V" rating, or in special circumstances, be pre-approved by Commission.
- d. Contractor must obtain endorsements to the general liability and auto insurance policies, giving Commission an unrestricted thirty (30) day prior written notice of cancellation or change in terms or coverage. Contractor shall also obtain an endorsement to the workers' compensation policy giving Commission an unrestricted ten (10) day prior written notice

of any cancellation or change in terms or coverage.

- e. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverage and endorsements required above. Commission will not accept such coverage unless Commission determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverage.
- f. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by Commission.
- g. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Commission from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. Commission, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Commission may purchase such required insurance coverage, and without further notice to Contractor, Commission shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by Commission for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement is insufficient to reimburse Commission for the premiums and any associated costs, Contractor agrees to reimburse Commission for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Commission to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverage required by this Agreement.

17. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Commission and Commission's agents, Commission members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of Commission Counsel and counsel retained by Commission, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where

located, including the property of Commission; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

18. SETOFF AGAINST DEBTS

Contractor agrees that Commission may deduct from any payments due to Contractor pursuant to this Agreement any monies Contractor owes Commission under any contract.

19. NOTICES

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below *or* by facsimile at the fax number specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Commission shall be addressed as follows:

Scott Waite, Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230

Fax: (559) 585-0818

Notice to Contractor shall be addressed as follows:

Nanette Villarreal, Director
Kings United Way
125 W. 7th Street
Hanford, CA 93230

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

20. CONFLICT OF INTEREST

The parties to this Agreement have read and understand the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are, upon making diligent

inquiry, unaware of any financial or economic interest of any public officer or employee of Commission relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, Commission may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 *et seq.* during the term of this Agreement.

21. SOLE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between the Contractor and Commission with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

22. AUTHORITY TO BIND COMMISSION

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, has no authority to bind Commission to any agreements or undertakings.

23. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement and that Commission shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the Commission desires.

24. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties at the time of the modification.

25. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of Commission. Forbearance or indulgence by Commission in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. Commission shall be entitled to invoke any remedy available to Commission under this Agreement or by law or in equity despite said forbearance or indulgence.

26. CHOICE OF LAW AND VENUE

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kings. Accordingly, the parties agree that the venue of any

action relating to this Agreement shall be in the County of Kings.

27. CONFIDENTIALITY

No party to this Agreement shall, without written consent of the other party, communicate confidential information, designated in writing or identified in this Agreement as such to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

28. CONCURRENT ENFORCEMENT OF REMEDIES

Commission reserves its right to pursue any and all remedies available by law as needed to enforce its rights under this Agreement

29. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, or provisions shall be deemed severable and shall remain in full force and effect.

30. COMPLIANCE WITH LAW

Contractor shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by this reference as if set forth in full.

31. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

32. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision of this Agreement is a material, necessary and essential part of this Agreement.

33. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or disability, either directly, indirectly or through contractual or other arrangements.

34. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with Commission. Contractor has received from Commission no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

35. SIGNATURE AUTHORITY

Each party represents that they have capacity, full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

REVIEWED AND RECOMMENDED
FOR APPROVAL

By: _____
Executive Director

CONTRACTOR

By: _____
Nanette Villareal

Title: Director

Federal Tax ID Number: 94-6130925

Attachments:

- A. Individuals Handling Funds**
- B. Scope of Work**
- C. Project Budget**
- D. Signatory Authorization**
- E. Tobacco-Free Policy**

ATTACHMENT A
INDIVIDUALS HANDLING FUNDS

<p>The person having day-to-day responsibility for the project.</p> <p>Name: Erika Lopez Title: 211 Marketing Coordinator Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: erikal@kingsunitedway.org</p>
<p>The person to whom the person listed in #1 is accountable.</p> <p>Name: Nanette Villarreal Title: Executive Director Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: nanettev@kingsunitedway.org</p>
<p>The Chief Executive of the implementing agency.</p> <p>Name: Nanette Villarreal Title: Executive Director Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: nanettev@kingsunitedway.org</p>
<p>The Financial Officer for the project.</p> <p>Name: Dorothea Williams Title: Book keeper Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: dorotheawilliams@kingsunitedway.org</p>
<p>The Project Director of the project.</p> <p>Name: Nanette Villarreal Title: Executive Director Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: nanettev@kingsunitedway.org</p>
<p>The Chair of the Governing Body of the implementing agency.</p> <p>Name: Rebecca Russell Title: Board President Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: RusselRA@ah.org</p>

ATTACHMENT B

PROVIDER NAME: Kings United Way

PAGE: 1 of 2

1	2	3	4	6	
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Significant others to be served	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.		Due Date	Staff Responsible
			Maintain a current, comprehensive, computerized inventory of community resources for residents of Kings County in the Spanish language.	6/30/19	211 Database Specialist
			Conduct presentations throughout Kings County in Spanish to promote the use of 211 services.	6/30/19	211 Marketing Coordinator
			Partner with law enforcement to distribute 211 pocket cards in Spanish.	6/30/19	211 Marketing Coordinator
			Participate in tabling events throughout Kings County with a concentration on rural areas that are densely populated with Spanish-speaking residents.	6/30/19	211 Marketing Coordinator
			Conduct focus groups to evaluate marketing and outreach messaging.	6/30/19	211 Marketing Coordinator

PROVIDER NAME: Kings United Way

PAGE: 2 of 2

1	2	3	4	6	
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Significant others to be served	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.		Due Date	Staff Responsible
			Conduct follow-up calls to determine if caller received needed services and provide additional I&R service, if needed.	6/30/19	211 Database Specialist
			Responsible for completing client satisfaction surveys on Spanish-speaking 2-1-1 callers who agreed to follow-up.	6/30/19	211 Database Specialist
			Monitor tabling events and presentations to ensure appropriate service delivery to target population.	6/30/19	Executive Director
			Review client satisfaction surveys and determine if changes are needed to ensure quality services.	6/30/19	Executive Director

ATTACHMENT C
PROJECT BUDGET

Project Name: Kings United Way 211 Intelliful			Contract Term: 07/01/17 -06/30/18	
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
211 Marketing Coordinator (.25 FTE) Costs (\$37,440 annually) Marketing and Outreach	\$9,360	\$0	\$0	\$9,360
211 Database Specialist (.25 FTE) Costs (\$33,280 annually) Responsible for database and follow-up	\$8,320	\$0	\$0	\$8,320
Director (.10 FTE) Costs (\$66,372 Annually) Project supervision and evaluation	\$6,637	\$0	\$0	\$6,637
Salaries & Benefits 25% of salaries	\$6,079	\$0	\$0	\$6,079
TOTAL Personnel Costs	\$30,396	\$0	\$0	\$30,396
B. Program Costs				
Travel (200 @ \$.545 mile/mile x 12 months) Mileage for outreach and education	\$1,308	\$0	\$0	\$1,308
Program Materials & Supplies (\$100/mo x 12 months) Materials for marketing and outreach	\$1,200	\$0	\$0	\$1,200
Printing Costs (\$50/mo x 12 mo) Materials for marketing and outreach	\$1,236	\$0	\$0	\$1,236
Lease Costs (\$155/mo x 12 mo) Office space proportionate to 211 team @ 25%	\$1,860	\$0	\$0	\$1,860
TOTAL Program Costs	\$5,604	\$0	\$0	\$5,604
D. Indirect Costs				
Indirect Costs 10% of indirect cost rate Bookkeeper, audit, and related costs	\$4,000	\$0	\$0	\$4,000
TOTAL Indirect Costs	\$0	\$0	\$0	\$0
TOTAL PROJECT COSTS				
TOTAL PROJECT COSTS	\$40,000	\$0	\$0	\$40,000

ATTACHMENT D
SIGNATORY AUTHORIZATION

AUTHORIZED SIGNATORY NAME	TITLE
Nanette Villarreal	Director

ATTACHMENT E
TABACCO-FREE POLICY

I. Purpose and Applicability

First 5 Kings County Children & Families Commission (Commission) recognizes that there is ample research demonstrating the health hazards of the use of tobacco products, including smoking, using smokeless tobacco, and breathing of second hand smoke. Therefore, the Commission, in the best interests of the health and safety of the employees and participants of its funded programs, and the general public, directs the development of a policy to ban completely the use of tobacco products on the premises of any of its funded programs, or any other Commission sponsored activities.

This policy shall be established to:

- A. Protect the health and safety of children, families, and employees in the workplace.
- B. Reflect and emphasize the hazards of tobacco use.
- C. Promote health and encourage children, families, & employees to adopt healthy lifestyles.
- D. Further the goal of consistency among Commission funded community programs to discourage children and families from using tobacco products.

II. Statement of Policy

As of April 1, 2003 all First 5 Kings County Children & Families Commission (Commission) funded programs must have a written policy that ensures a tobacco free indoor environment. All funded providers contracting with the Commission must establish tobacco free work-sites for all facilities that deliver Commission funded services.

A tobacco free facility is defined as an environment free of tobacco use, including the use of smokeless tobacco, such as snuff and chewing tobacco. Tobacco use must be prohibited throughout the entire workplace with no exceptions, including all indoor facilities, offices, hallways, waiting rooms, rest rooms, elevators, meeting rooms, community areas, and agency owned and/or leased vehicles. This policy applies to all employees, clients, contractors, and visitors.

Each funded program shall provide proof (in the form of a written policy) to the Commission of an established comprehensive tobacco free policy no later than the end of the first three months of program initiation. In support of this effort, the Commission has provided a Tobacco Free Policy “template”. Each provider can adapt the template policy to their organization as they see fit.

III. Definitions

- A. **Tobacco** means cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts;

refuse scraps, clippings, cuttings and sweepings of tobacco; electronic cigarettes emitting nicotine, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices.

- B. **Tobacco-related devices** means cigarette papers or pipes for smoking.
- C. **Smoking** includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment.

IV. Policy Template

GENERAL STATEMENT OF POLICY

It shall be a violation of this policy for any employee, administrator, or clients and visitors of (insert name of organization) to use tobacco or tobacco-related devices in our facility, on our premises or in our vehicles. This prohibition includes all (insert name of organization) property and to the extent possible, all events sponsored by (insert name of organization).

(insert name of organization) will act to enforce this policy and to discipline or take appropriate action against any employee or administrator who is found to have violated this policy. Furthermore, (insert name of organization) will inform all clients and visitors of the policy verbally and by posting the policy in a location(s) visible to all. *No Smoking* signs will also be utilized to communicate to clients and visitors that the premises of (insert name of organization) are tobacco free.

TOBACCO AND TOBACCO RELATED DEVICES DEFINED

- **Tobacco** means cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; electronic cigarettes emitting nicotine, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices.
- **Tobacco-related devices** means cigarette papers or pipes for smoking.
- **Smoking** includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment.



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018

2018-06-016

**Approve Prop 56
Local Oral Health Program
Contract**



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting:
Agenda Item:
Item Type:

June 5, 2018
2018-06-016
Study Session

AGENDA ITEM: Prop 56 Dental Health Prevention Funding Opportunity

A. Background/History:

In 2016 the voters of California passed Proposition 56, the California Healthcare, research and Prevention Tobacco Tax Act of 2016, that created an additional \$2 tobacco tax. One use for the new revenue was to create a \$30 Million allocation to the state dental program, for the purpose and goal of educating about, preventing and treating dental disease, including dental disease caused by use of cigarettes and other tobacco products. The California Department of Public Health (CDPH) has created local funding opportunities in each county. The allocation to Kings county is \$186,104 annually for 4 years.

At the February 2018 First 5 Commission Meeting a study session was conducted to determine if this funding opportunity was a good fit for First 5 Kings. At that meeting the Commission recommended completing an application.

At the April 2018 Commission meeting the completed application was approved by the Commission for submission to CDPH. This application was approved and the final contract is being brought back to the Commission for approval prior to execution.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

The Commission will review and discuss the contract between First 5 Kings County and California Department of Public Health for the Proposition 56 Oral Health Prevention funding.

C. Timeframe:

The anticipated term of this grant would be 4 years, through June 30, 2022.

D. Costs:

There is no anticipated cost to First 5 Kings County and Proposition 10 funds. This contract would bring \$186,104 annually for 4 years and a total of \$744,416.

E. Staff Recommendation:

Staff recommends the commission review, discuss and consider approving direction regarding the contract between First 5 Kings County and California Department of Public Health for the Proposition 56 Oral Health Prevention funding.

F. Attachments:

- Contract between First 5 Kings County and California Department of Public Health – Grant Agreement 18-10213
- State of California Department of Finance Payee Data Record
- California Civil Rights Laws Attachment
- State of California Contractor Certification Clauses

CALIFORNIA ORAL HEALTH PROGRAM

Local Oral Health Plan

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

First 5 Kings County, hereinafter “Grantee”

Implementing the project, Kings County Local Oral Health Program,” hereinafter “Project”

GRANT AGREEMENT NUMBER 18-10213

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750 and 131085(a).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide activities that support the state oral health plan build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment, surveillance, and case management services in the community. The Grantee will assess the oral health needs of the California communities, develop a strategic action plan to address the oral health needs of the population groups within the communities, and implement evidence based or evidence informed programs.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$744,416 .

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2018, **or upon approval of this grant**, and terminates on June 30, 2022. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2022.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: First 5 Kings County
Name: Angela Wright, Grant Manager	Name: Scott Waite, Program Officer
Address: MS 7208, 1616 Capitol Avenue, Suite 74.420	Address: 330 Campus Drive
City, ZIP: Sacramento, CA 95814	City, ZIP: Hanford, CA 93291
Phone: (916) 552-9898	Phone: (559) 852-2107
Fax: (916) 552-9729	Fax: (559) 858-0818

E-mail: Angela.Wright@cdph.ca.gov	E-mail: Scott.Waite@first5kc.org
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Direct all inquiries to:

California Department of Public Health, California Oral Health Program	Grantee: First 5 Kings County
Attention: Angela Wright, Grant Manager	Attention: Scott Waite, Program Officer
Address: MS 7208, 1616 Capitol Avenue, Ste. 74.420	Address: 330 Campus Drive
City, Zip: Sacramento, CA 95814	City, Zip: Hanford, CA 93291
Phone: (916) 552-9898	Phone: (559) 852-2107
Fax: (916) 552-9729	Fax: (559) 858-0818
E-mail: Angela.Wright@cdph.ca.gov	E-mail: Scott.Waite@first5kc.org

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee; shall be sent to the following address:

Grantee: First 5 Kings County
Attention: Scott Waite, Program Officer
Address: 330 Campus Drive, Hanford, CA 93291
City, Zip: Hanford, CA 93291
Phone: (559) 852-2107
Fax: (559) 585-0818
E-mail: Scott.Waite@first5kc.org

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION – Application Checklist, Grantee Information Form, Narrative Summary Form, Scope of Work and Deliverables.
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D LETTER OF INTENT
Including all the requirements and attachments contained therein

Exhibit E ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Crystal Hernandez, Executive Director
First 5 Kings County
330 Campus Drive
Hanford, CA 93291

Date: _____

Marshay Gregory, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

**Exhibit A
Application Checklist**

DUE: Friday, March 2, 2018	
DATE OF SUBMISSION	March 2, 2018
ORGANIZATION NAME	First 5 Kings County
Application Contact Name: Scott Waite	Phone Number: 559-852-2107
E-mail Address: scott.waite@first5kc.org	

The following documents must be completed and submitted with this Application Checklist by September 20, 2017, in hard copy and by E-mail.

APPLICATION CONTENTS:**Please Check**

Application Checklist (This Form)	<input checked="" type="checkbox"/>
Grantee Information Form (Document B)	<input checked="" type="checkbox"/>
Narrative Summary Form (Document C)	<input checked="" type="checkbox"/>
Scope of Work and Deliverables (Document D)	<input checked="" type="checkbox"/>
Documentation Checklist for Established LOHPs only (Document E)	<input type="checkbox"/>



One copy must be mailed to:

<p><i>Regular Mail</i></p> <p>Oral Health Program California Department of Public Health P.O. Box 997377, MS 7208 Sacramento, CA 95899-7377</p>	<p><i>Express Delivery</i></p> <p>Oral Health Program California Department of Public Health 1616 Capitol Avenue, Suite 74.420 MS-7208 Sacramento, CA 95814</p> <p>(916) 552-9900</p>
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Also e-mail the documents to: DentalDirector@cdph.ca.gov.

Grantee Information Form

Organization	This is the information that will appear in your grant agreement.	
	Federal Tax ID #	<u>94-6000814</u>
	Name	<u>First 5 Kings County</u>
	Mailing Address	<u>330 Campus Drive, Hanford, CA 93291</u>
	Street Address (If Different)	<u></u>
	County	<u>Kings</u>
	Phone	<u>(559) 585-0814</u> Fax <u>(559) 585-0818</u>
	Website	<u>www.first5kc.org</u>
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name	<u>Crystal Hernandez</u>
	Title	<u>Executive Director</u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	<u></u>
	Street Address (If Different)	<u></u>
	Phone	<u>(559) 852-2100</u> Fax <u>(559) 585-0818</u>
	Email	<u>chernandez@championsrecovery.org</u>
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with Oral Health Program staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	<u>Scott Waite</u>
	Title	<u>Program Officer</u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	<u></u>
	Street Address (If Different)	<u></u>
	Phone	<u>(559) 852-2107</u> Fax <u>(559) 585-0818</u>
	Email	<u>Scott.waite@first5kc.org</u>
Funding	These are the annual Funding amounts your LHJ will accept for grant purposes.	
	Year 1 (FY 18/19)	\$186,104
	Year 2 (FY 19/20)	\$186,104
	Year 3 (FY 20/21)	\$186,104
	Year 4 (FY 21/22)	\$186,104

Narrative Summary Form (First 5 Kings County)

Kings County is located in the heart of California's San Joaquin Valley located between Fresno County, Tulare County and Kern County. There are 4 incorporated cities located in Kings County; Avenal, Corcoran, Hanford and Lemoore. There are other smaller communities that each has their own unique characteristics. Kings County is home to one Native American Reservation (Santa Rosa Rancheria) and one military installation (Lemoore Navel Air Station). The total population of Kings County is estimate at 150,998 people.

Ethnicity		
White	33,303	21.86%
African American	10,988	7.21%
American Indian	1,927	1.26%
Asian	5,751	3.78%
Pacific Islander	353	0.23%
Other	17,832	11.71%
Multi-Racial	5,780	3.79%
Hispanic	76,401	50.15%
Total	152,335	

Location	Population	Median Income Household
Armona	3,419	\$42,122
Avenal	15,705	\$29,183
Corcoran	25,113	\$31,641
Grangeville	464	\$46,979
Hanford	53,159	\$54,421
Hardwick	107	\$19,167
Home Garden	1,726	\$38,125
Kettleman City	1,207	\$34,323
Lemoore	24,217	\$58,706
Lemoore Station	7,129	\$42,225
Stratford	1,436	\$40,871

Kings County has a higher than average poverty rate at 22.6% as compared to 15.3% for the State of California. The Median Household Income in Kings County is \$46,396 as compared to California at \$61,320 and the United States at \$53,291. There are approximately 14,891 children 5 years of age or less living in Kings County and 5,004 of these children are enrolled in Medi-Cal (a low income health insurance program proved by the state). A report on home visitation estimated that each year 235 Teenage mothers give births that are enrolled in Medi-Cal services in Kings County.

An annual report published by Measure of America titled Geographies of Opportunity ranks Congressional Districts by health, education and income. California 21st district which encompasses all of Kings County ranks 436 out of 436 Congressional Districts. This means that a child born in Silicon Valley (CA 18th District) will live an additional 5.3 years, earn \$35,114 per year more and have a 1254% better chance to earn an advance college degree.

	US	CA21 Kings	CA18 Silicon Valley
Life Expectancy in Years	79.1	78.4	83.7
High School Graduation Rate	86.6%	59.0%	93.2%
% of Population w/ Advanced Degree	11.2%	2.4%	30.1%
Median Personal Income	\$30,454	\$20,101	\$55,215

Narrative Summary Form (First 5 Kings County)

First 5 Kings County is the local agency established to distribute Proposition 10 tobacco tax funds, Kings County receives approximately \$1.6 million of declining revenue annually to serve the needs of Kings County's children prenatally through five years of age. First 5 Kings County funds Family Resource Centers, early learning experiences, health services, and family strengthening services throughout Kings County to ensure that young children ages zero to five, and their families, have the necessary tools and opportunities to reach their fullest potential.

For more almost 20 years, First 5 Kings has been working collaboratively across Kings County to ensure that every child enters kindergarten ready to succeed in school and life. First 5 Kings is a public organization charged with directing Proposition 10 tobacco tax revenues in Kings County toward issues relating to children from prenatal to age 5 and their families. Since its inception, First 5 Kings has invested more than \$26 million to improve the health, safety, and school readiness of children prenatal to age 5 by supporting multiple programs, research, partnerships, public education, and other policy and systems change efforts throughout the county.

Beginning January 2014, First 5 Kings County merged with Kings County Department of Public Health to better service the children of Kings County. The new partnership allows for First 5 Kings to leverage synergies and expand collaboration opportunities with Public Health Department programs expanding the reach and access to children aged 0 to 5. As it reaches the end of its 2012-2015 Strategic Plan, First 5 Kings is poised to undergo a significant transition in its role and function, to increase its ability to make lasting impact for the greatest number of children. This transition is informed by a much clearer understanding of how to maximize First 5 Kings' impact given changing needs within Kings County, shifts in the early care and development and health systems for children, and declining tobacco tax revenues that have supported its work to date. Built on a robust foundation of data, analysis, consultation with the community and First 5 Kings' stakeholders, and deliberation amongst the Commission and staff, the strategies presented in this plan provide a road map for navigating the transition and increasing First 5 Kings' contribution to improving conditions for families, the communities they live in and the systems that support them.

There is not currently an Oral Health Prevention program operating in Kings County as defined by this application. There are broader community coalitions that are addressing health and wellness issues for both children and adults in Kings County. The Kings County Partnership for Prevention has a work group that is focused on Healthy Eating and Active Living. While many of these types of efforts exist, none of them exclusively focus on Oral Health Prevention.

Initially the Oral Health Prevention effort will be lead by a consultant. The consultant will lead the effort through the first phase that will include; developing the Advisory Committee, conducting the needs assessment, developing the oral health improvement plan and creating the local program logic model. These tasks will be complete by the December 31, 2018. At this point the effort will be lead by a newly created Program Manager position with First 5 Kings County. The Program Manager will be responsible for implementing, updating and maintaining the documents mentioned above.

Scope of Work and Deliverables FY 2017-2022

GOAL: The California Department of Public Health, Oral Health Program (CDPH/OHP) shall grant funds to Local Health Jurisdictions (LHJ) from Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) for the purpose and goal of educating about oral health, dental disease prevention, and linkage to treatment of dental disease including dental disease caused by the use of cigarettes and other tobacco products. LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan and shall establish or expand upon existing Local Oral Health Programs (LOHP) to include the following program activities related to oral health in their communities: education, dental disease prevention, linkage to treatment, surveillance, and case management. These activities will improve the oral health of Californians.

Objectives 1-5 below represent public health best practices for planning and establishing new LOHPs. LHJs are required to complete these preliminary Objectives before implementing Objectives 6-11 outlined below. LHJs that have completed these planning activities may submit documentation in support of their accomplishments. Please review the LOHP Guidelines for information regarding the required documentation that must be submitted to CDPH OHP for approval.

Objective 1: Build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.

Create a staffing pattern and engage community stakeholders to increase the capacity to achieve large-scale improvements in strategies that support evidence-based interventions, health system interventions, community-clinical linkages, and disease surveillance and evaluation. At a minimum an Oral Health Program Coordinator position should be developed to coordinate the LOHP efforts. Recruit and engage key stakeholders to form an Advisory Committee or task force. Convene and schedule meetings, identify goals and objectives, and establish communication methods. This group can leverage individual members' expertise and connections to achieve measurable improvements in oral health.

Objective 2: Assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus on underserved areas and vulnerable population groups.

Identify partners and form a workgroup to conduct an environmental scan to gather data, create an inventory of resources, and plan a needs assessment. Conduct a needs assessment to determine the need for primary data, identify resources and methods, and develop a work plan to collect missing data. Collect, organize, and analyze data. Prioritize needs assessment issues and findings, and use for program planning, advocacy, and education. Prepare a report and publish.

Scope of Work and Deliverables FY 2017-2022

Objective 3: Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.

Take an inventory of the jurisdiction's communities to identify associations, organizations, institutions and non-traditional partners to provide a comprehensive picture of the LHJ. Conduct key informant interviews, focus groups, and/or surveys, create a map, and publish the assets identified on your website or newsletter.

Objective 4: Develop a Community Health Improvement Plan (CHIP) and an action plan to address oral health needs of underserved areas and vulnerable population groups for the implementation phase to achieve local and state oral health objectives.

Identify a key staff person or consultant to guide the community oral health improvement plan process, including a timeline, objectives, and strategies to achieve the California Oral Health Plan. Recruit stakeholders, community gatekeepers, and non-traditional partners identified in the asset mapping process and members of the AC to participate in a workgroup to develop the CHIP and the Action Plan. The Action Plan will a timeline to address and implement priority objectives and strategies identified in the CHIP. The workgroup will identify the "who, what, where, when, how long, resources, and communication" aspects of the Action Plan.

Objective 5: Develop an Evaluation Plan that will be used to monitor and assess the progress and success of the Local Oral Health Program.

Participate with the CDPH OHP to engage stakeholders in the Evaluation Plan process, including those involved, those affected, and the primary intended users. Describe the program using a Logic Model, and document the purpose, intended users, evaluation questions and methodology, and timeline for the evaluation. Gather and analyze credible evidence to document the indicators, sources, quality, quantity, and logistics. Justify the conclusions by documenting the standards, analyses, interpretation, and recommendations. Ensure that the Evaluation Plan is used and shared.

Objective 6: Implement evidence-based programs to achieve California Oral Health Plan objectives.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to increase the number of low-income schools with a school-based or school-linked dental program; increase the number of children in grades K-6 receiving fluoride supplements, such as fluoride rinse, fluoride varnish, or fluoride tablets; increase the number of children in grades K-6 receiving dental sealants and increase or maintain the percent of the population receiving community fluoridated water.

Scope of Work and Deliverables FY 2017-2022

Objective 7: Work with partners to promote oral health by developing and implementing prevention and healthcare policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: convene partners (e.g., First 5, Early Head Start/Head Start, Maternal Child and Adolescent Health (MCAH), Child Health and Disability Prevention (CHDP), Black Infant Health (BIH), Denti-Cal, Women, Infant and Children (WIC), Home Visiting, schools, community-based organizations, etc.) to improve the oral health of 0-6 year old children by identifying facilitators for care, barriers to care, and gaps to be addressed; and/or increase the number of schools implementing the kindergarten oral health assessment by assessing the number of schools currently not reporting the assessments to the System for California Oral Health Reporting (SCOHR), identifying target schools for intervention, providing guidance to schools, and assessing progress.

Objective 8: Address common risk factors for preventable oral and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices providing tobacco cessation counseling; and/or increase the number of dental office utilizing Rethink Your Drink materials and resources to guide clients toward drinking water, especially tap water, instead of sugar-sweetened beverages.

Objective 9: Coordinate outreach programs, implement education and health literacy campaigns, and promote integration of oral health and primary care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices, primary care offices, and community-based organizations (CBO) (e.g., Early Head Start/Head Start, WIC, Home Visiting, BIH, CHDP, Community Health Worker/Promotora programs, etc.) using the American Academy of Pediatrics' Brush, Book, Bed (BBB) implementation guide; and/or increase the number of dental offices, primary care clinics, and CBOs using the Oral Health Literacy implementation guide to enhance communication in dental/medical offices; and/or increase the number CBOs that incorporate oral health education and referrals into routine business activities.

Scope of Work and Deliverables FY 2017-2022

Objective 10: Assess, support, and assure establishment and improvement of effective oral healthcare delivery and care coordination systems and resources, including workforce development and collaborations to serve vulnerable and underserved populations by integrating oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: regularly convene and lead a jurisdiction-wide Community of Practice comprised of Managed Care Plans, Federally Qualified Health Centers, CBOs, and/or Dental Offices focused on implementing the Agency for Health Care Research and Quality's Design Guide for Implementing Warm Handoffs in Primary Care Settings or the ; and/or identifying a staff person or consultant to facilitate quality improvement coaching to jurisdiction-wide Community of Practice members focused on increasing the number of at-risk persons who are seen in both a medical and dental office; and/or improve the operationalization of an existing policy or guideline, such as the increasing the number of infants who are seen by a dentist by age 1; and/or promote effectiveness of best practices at statewide and national quality improvement conferences.

Objective 11: Create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: create a new (or expand an existing) Oral Health Network, Coalition, or Partnership by identifying key groups and organizations; planning and holding meetings; defining issues and problems; creating a common vision and shared values; and developing and implementing an Action Plan that will result in oral health improvements. LHJs are also encouraged, where possible, to collaborate with local Dental Transformation Initiative (DTI) Local Dental Pilot Projects to convene stakeholders and partners in innovative ways to leverage and expand upon the existing momentum towards improving oral health. LHJs that are currently implementing local DTI projects should develop complementary, supportive, but not duplicative activities.

Scope of Work and Deliverables FY 2017-2022

DELIVERABLES/OUTCOME MEASURES: LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan. Funds are made available through Prop 56 to achieve these deliverables. The activities may include convening, coordination, and collaboration to support planning, disease prevention, education, surveillance, and linkage to treatment programs. To ensure that CDPH fulfills the Prop 56 requirements, LHJs are responsible for meeting the assurances and the following checked deliverables. Deliverables not met will result in a corrective action plan and/or denial or reduction in future Prop 56 funding.

Local Health Jurisdiction Deliverables

Deliverable	Activities	Selected deliverable
Deliverable 1 <i>Objective 1</i>	Develop Advisory Committee/Coalition/Partnership/Task Force (AC) and recruit key organizations/members representing diverse stakeholders and non-traditional partners. A. List of diverse stakeholders engaged to develop and mentor the Community Health Improvement/Action Plan. B. List number of meetings/conference calls held to develop a consensus of AC to determine best practice to address priorities and identify evidence-based programs to implement. C. Develop communication plan/methods to share consistent messaging to increase collaboration. D. Develop a consensus on how to improve access to evidence based programs and clinical services.	<input checked="" type="checkbox"/>
Deliverable 2 <i>Objective 1</i>	Document staff participation in required training webinars, workshops and meetings.	<input checked="" type="checkbox"/>
Deliverable 3 <i>Objective 2 & 3</i>	Conduct needs assessment of available data to determine LHJs health status, oral health status, needs, and available dental and health care services to resources to support underserved communities and vulnerable population groups.	<input checked="" type="checkbox"/>
Deliverable 4 <i>Objective 4</i>	Five-year oral health improvement plan (the "Plan") and an action plan (also called the "work plan"), updated annually, describing disease prevention, surveillance, education, linkage to treatment programs, and evaluation strategies to improve the oral health of the target population based on an assessment of needs, assets and resources.	<input checked="" type="checkbox"/>
Deliverable 5 <i>Objective 5</i>	Create a program logic model describing the local oral health program and update annually	<input checked="" type="checkbox"/>
Deliverable 6 <i>Objective 5</i>	Coordinate with CDPH to develop a surveillance report to determine the status of children's oral health and develop an evaluation work plan for Implementation objectives.	<input checked="" type="checkbox"/>

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
<p>Deliverable 7 <i>Objective 6</i></p> <p>School- Based/ School Linked</p>	<p>Compile data for and report annually on educational activities, completing all relevant components on the Data Form:</p> <ul style="list-style-type: none"> A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a fluoride program. B. Schools, teachers, parents and students receiving educational materials and/or educational sessions. C. Children provided preventive services. 	<input checked="" type="checkbox"/>
<p>Deliverable 8 <i>Objective 6</i></p> <p>School-Based/ School-Linked</p>	<p>Compile data for and report annually on School-based/linked program activities, completing all relevant components on the Data Form:</p> <ul style="list-style-type: none"> A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a School-based/linked program. B. Schools, teachers, parents and students receiving dental sealant educational materials and/or educational sessions. C. Children screened, linked or provided preventive services including dental sealants. 	<input checked="" type="checkbox"/>
<p>Deliverable 9 <i>Objective 6</i></p> <p>Fluoridation</p>	<p>Compile data for and report annually on Community Water Fluoridation program activities, completing all relevant components on the Data Form:</p> <ul style="list-style-type: none"> A. Regional Water District engineer/operator training on the benefits of fluoridation. B. Training for community members who desire to educate others on the benefits of fluoridation at Board of Supervisor, City Council, or Water Board meetings. C. Community-specific fluoridation Education Materials D. Community public awareness campaign such as PSAs, Radio Advertisements 	<input checked="" type="checkbox"/>
<p>Deliverable 10 <i>Objective 7</i></p> <p>Kinder-Assessment</p>	<p>Compile data for and report annually on kindergarten oral health assessment activities, completing all relevant components on the Data Form:</p> <ul style="list-style-type: none"> A. Schools currently not reporting the assessments to SCHOR B. Champions trained to promote kindergarten oral health assessment activities C. Community public relations events and community messages promoting oral health. D. New schools participating in the kindergarten 	<input checked="" type="checkbox"/>

**Scope of Work and Deliverables
FY 2017-2022**

Deliverable	Activities	Selected deliverable
	oral health assessment activities. E. Screening linked to essential services. F. Coordination efforts of programs such as kindergarten oral health assessment, WIC/Head Start, pre-school/school based/linked programs, Denti-Cal, Children's Health and Disability Prevention Program, Home Visiting and other programs. G. Identify prevention and healthcare policies and guidelines implemented.	
Deliverable 11 <i>Objective 8</i>	Compile data for and report annually on tobacco cessation activities, completing all relevant components on the Data Form: A. Assessment of readiness of dental offices to provide tobacco cessation counseling. B. Training to dental offices for providing tobacco cessation counseling. C. Dental offices connected to resources	<input checked="" type="checkbox"/>
Deliverable 12 <i>Objective 8</i>	Compile data for and report annually on Rethink Your Drink activities, completing all relevant components on the Data Form: A. Assessment of readiness of dental offices to implement Rethink Your Drink materials and resources for guiding patients toward drinking water. B. Training to dental offices for implementing Rethink Your Drink materials. C. Dental offices connected to resources	<input checked="" type="checkbox"/>
Deliverable 13 <i>Objective 9</i>	Compile data for and report annually on health literacy and communication activities, completing all relevant components on the Data Form: A. Partners and champions recruited to launch health literacy campaigns B. Assessments conducted to assess opportunities for implementation C. Training and guidance provided D. Sites/organizations implementing health literacy activities	<input type="checkbox"/>
Deliverable 14 <i>Objective 10</i>	Compile data for and report annually on health care delivery and care coordination systems and resources, completing all relevant components on the Data Form: A. Assessments conducted to assess opportunities for implementation of community-clinical linkages and care coordination B. Resources such as outreach, Community of Practice, and training developed	<input type="checkbox"/>

**Scope of Work and Deliverables
 FY 2017-2022**

Deliverable	Activities	Selected deliverable
	C. Providers and systems engaged	
Deliverable 15 <i>Objective 11</i>	Compile data for and report annually on community engagement activities, completing all relevant components on the Data Form: A. Develop a core workgroup to identify strategies to achieve local oral health improvement. B. Provide a list of community engagement strategies to address policy, financing, education, and dental care.	<input type="checkbox"/>
Deliverable 16 <i>Objective 1-11</i>	Progress reporting: submit bi-annual progress reports describing in detail progress of program and evaluation activities and progress towards completing deliverables. Provide documentation in sufficient detail to support the reported activities on planning and intervention activities for required and selected objectives.	<input checked="" type="checkbox"/>
Deliverable 17 <i>Objective 1-11</i>	Expense documenting: submit all expenses incurred during each state fiscal year with the ability to provide back-up documentation for expenses in sufficient detail to allow CDPH-OHP to ascertain compliance with Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Likewise, provide biannual Progress Reports describing in detail the program activities conducted, and the ability to provide source documentation in sufficient detail to support the reported activities.	<input checked="" type="checkbox"/>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Angela Wright
California Department of Public Health
Oral Health Program
MS 7208
1616 Capitol Avenue, Suite 74.420
P.O. Box 997377, Sacramento, CA 95899-7377

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed \$744,416.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Letter of Intent



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

September 27, 2017

Dear California Local Health Officer:

NOTIFICATION OF INTENT TO SUPPORT LOCAL ORAL HEALTH PROGRAMS

This letter provides notification of the intent to award funds to local health departments or jurisdictions (LHJs) through Proposition 56, The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56), pending approval of the State Budget for Fiscal Year 2017/18. The California Department of Public Health (CDPH), Oral Health Program (OHP) has a unique opportunity to build capacity at the local level to address oral health which is essential for overall health. Tooth decay is the number one chronic disease of childhood.

The purpose of this award is to support the proposed California Oral Health Plan activities. We are confident that the LHJs, in collaboration with the CDPH/OHP, will strive to achieve improvements in oral health and accomplish the state oral health objectives within their jurisdictions. The activities should address problems identified by LHJ needs assessments and reflect the California Oral Health Plan priorities.

The activities in Year 1 may be focused on planning for implementation of interventions in subsequent years. The planning exercise should lead to a three year action plan. Smaller counties may choose to form a consortium with other LHJs and pool resources to implement local oral health programs. LHJs that prefer a resource pool approach should notify CDPH. Based on the interest expressed by local First 5 Commissions and local Child Health and Disability Prevention Programs, LHJs are strongly encouraged to collaborate with them in developing a local oral health program.

We anticipate that approximately \$18 million will be available for distribution. Award amounts to LHJs will vary and be determined by the estimated low income population based on the United States Department of Agriculture Economic Research Service estimate of county poverty rate (<https://data.ers.usda.gov/reports.aspx?ID=17826>).

It is anticipated that awards will be for a term of three years with an option to extend for two additional years. CDPH will provide program guidance regarding requirements,



California Local Health Officer
Page 2
September 27, 2017

Scope of Work, and Budget once that information becomes final. Funds from Prop 56 will become available on July 1, 2017.

Please complete the attached Letter of Intent form and submit by June 30, 2017, to indicate whether you intend to participate or not.

Additional information about the Local Oral Health Programs will be forthcoming. If you have questions in the meantime, please contact Rosanna Jackson, Oral Health Program Manager, at Rosanna.Jackson@cdph.ca.gov, or at (916) 552-9896.

The next few years will provide California with a unique opportunity to work together to improve oral health for all Californians, while also furthering the California Oral Health Plan objectives. We look forward to working with you.

Sincerely,

Jayanth V. Kumar, DDS, MPH
State Dental Director

Enclosure

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. *Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application*
https://www.cdph.ca.gov/Programs/CCDCDC/DCDC/DCDCB/CDPH%20Document%20Library/Oral%20Health%20Program/2017-2022PHASEILHJLOHPGuidelines_8-23-17_ADA.pdf

2. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related

Exhibit E
Additional Provisions

to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly chargeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a

Exhibit E
Additional Provisions

desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or

Exhibit E
Additional Provisions

the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> First 5 Kings County		<i>Federal ID Number</i> 94-6000814
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Scott Waite, Program Officer		
<i>Date Executed</i> 05/17/2018	<i>Executed in the County of</i> Kings	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018

2018-06-017

**Proposition 56 Local
Oral Health Prevention –
Request for Qualifications
(RFQ)**



340 W. Eighth St • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018
Agenda Item: 2018-06-017
Agenda Item Type: Action

AGENDA ITEM: Authorize Release of Request for Qualifications (RFQ) for Consultant Services to support Proposition 56 Local Oral Health Prevention

A. Background/History:

In 2016 the voters of California passed Proposition 56, the California Healthcare, research and Prevention Tobacco Tax Act of 2016, that created an additional \$2 tobacco tax. One use for the new revenue was to create a \$30 Million allocation to the state dental program, for the purpose and goal of educating about, preventing and treating dental disease, including dental disease caused by use of cigarettes and other tobacco products. The California Department of Public Health (CDPH) has created local funding opportunities in each county. The allocation to Kings county is \$186,104 annually for 4 years.

At the February 2018 First 5 Commission Meeting a study session was conducted to determine if this funding opportunity was a good fit for First 5 Kings. At that meeting the Commission recommended completing an application.

At the April 2018 Commission meeting the completed application was approved by the Commission for submission to CDPH. This application was approved and the final contract is being brought back to the Commission for approval prior to execution.

This RFQ would contract for services during FY 18/19.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Action taken by the Commission would release an RFQ to support the Proposition 56 Local Oral Health Prevention.

C. Timeframe:

July 1, 2018 through June 30, 2018.

D. Costs:

The consultant contract for FY 18/19 would be for up to \$104,000

E. Staff Recommendation:

Commission staff recommends that the Commission discuss and approve the release of the Proposition 56 Oral Health Prevention – Request for Qualifications (RFQ).

F. Attachments:

- Proposition 56 Oral Health Prevention – Request for Qualifications (RFQ)



First 5 Kings County

COUNTY OF KINGS

Request For Qualification

[Oral Health Prevention Planning services]

PROPOSALS DUE

June 22, 2018

AT OR BEFORE 5:00 P.M. LOCAL TIME

June 6, 2018

SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

1.1 BACKGROUND INFORMATION

The County of Kings (“County”), on behalf of the First 5 Kings County, is soliciting qualifications to provide Local Oral Health Prevention Planning.

This Request for Qualifications invites responses from qualified, experienced professional planning consultants to assist First 5 Kings County in the creation of Local Oral Health Prevention Program.

The planning process will complete with an Oral Health Improvement Plan or Local Oral Health Strategic Plan. The document should be user-friendly, visionary, recognize current needs of the community, and allow for flexibility to address future trends and needs as Kings County continues to grow and change while still providing a framework that can use to judge accountability of the agency.

This Request for Qualification (RFQ) application provides all of the information necessary to prepare a response for the Local Oral Health Prevention Program.

1.2 LOCATION WHERE SERVICES ARE TO BE PERFORMED

Services will take place at various locations throughout Kings County, California.

1.3 PRICE

The successful

Bidders must include any and all information about pricing in their proposals. Although the County will base its selection upon a consideration of all factors, pricing information is required in order for the County to ensure that it is receiving the requested services or work at a fair and reasonable price. Failure to include pricing information in a proposal may result in a rejection of the proposal as non-responsive.

1.4 PROPOSED TERM

The County anticipates a 12 Month agreement between the County and the successful respondent. Services shall begin on July 1, 2018.

SECTION 2
DESCRIPTION OF SERVICES TO BE PROVIDED

Objective 1: By June 30, 2019 build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Identify existing staff support and a structure	07/01/18-8/01/18	First 5 Program Officer	Program structure in place
	Create a coordinator position and other positions as needed	08/01/18-09/30/18	First 5 Program Officer	List of positions established; vacancies filled
	Write job descriptions/ duty statements	09/01/18-12/31/18	First 5 Program Officer	Job descriptions/duty statements developed
	Recruit and hire staff to fill vacancies	01/01/19-02/28/18	First 5 Program Officer	List of Staff hired, provide number of vacancies
	Participate in trainings offered via meetings, webinars, workshops, conferences, etc.	01/01/18-12/31/18	First 5 Program Officer, First 5 Resource Specialist & Oral Health Consultant	List of trainings, meetings, webinars, workshops, conference attended

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Develop Advisory Committee/Coalition/Partnership/Task Force (AC) and recruit key organizations/members representing diverse stakeholders.	09/01/18-06/30/19	Oral Health Consultant	Membership list
	Convene first meeting and agenda; set schedule of meetings, develop evaluation for meetings.	09/15/18-09/30/18	Oral Health Consultant & First 5 Resource Specialist	First meeting agenda; schedule of meetings; number of meetings held. List of participants, participant evaluations
	Identify Mission, Vision, shared values, and structure of AC.	09/15/18-06/30/19	Oral Health Consultant	Mission, vision, values, AC structure
	Conduct key informant interviews (KI), focus groups, or Knowledge, Attitude and Belief (KAB) surveys of key stakeholders and organizations to determine understanding and priority of addressing oral health.	08/01/18-06/30/19	Oral Health Consultant	Summary of KI interviews, focus groups and/or KAB surveys to address common themes, challenges, and support of mission, vision, and values
	Identify goals and objectives for improving oral health.	10/01/18-06/30/19	Oral Health Consultant	Document defining goals and objectives

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Establish communication methods with local partners and stakeholders.	10/01/18-11/31/18	Oral Health Consultant & First 5 Resource Specialist	List of meetings, webinars; conference calls; list serve developed; mailings, etc.
	Convene advisory group/task force per schedule. Submit new schedule for the rest of the grant term with revised work plan.	09/01/18-06/30/19	Oral Health Consultant	Minutes; other documentation from meetings/webinars/calls/mailings
	Conduct qualitative analysis to determine effectiveness of trainings and community organizing approaches to capacity building.	12/01/18-12/31/18	Oral Health Consultant	Summary of analysis
	Conduct satisfaction survey of AC membership to determine AC progress, recommendations and future direction of the LOHP and strategies to address challenges.	04/15/19-06/30/19	Oral Health Consultant	Analysis of satisfaction survey which include quantitative measures to assess network density or involvement and recommendations for improvement

Objective 2: By December 31, 2018, assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus underserved areas and vulnerable population groups.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Identify staff, consultant or work group from Advisory Committee to develop Needs Assessment.	07/01/18-12/31/18	Oral Health Consultant	List of work group members
	Conduct an assessment of available data to determine LHJs health status, oral health status, needs, and available dental and health care services to resources to support underserved areas and vulnerable population groups.	07/01/18-12/31/18	Evaluation Consultant, First 5 Resource Specialist & Oral Health Consultant	Summary of resources and needs assessment
	Identify and plan the needs assessment strategy based on available resources. Develop needs assessment instrument.	07/01/18-12/31/18	Oral Health Consultant	Needs assessment instrument
	Conduct inventory of available primary and secondary data.	07/01/18-07/31/18	Evaluation Consultant, First 5 Resource Specialist & Oral Health Consultant	Data gathered and inventoried

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Determine the need for primary data	07/01/18-08/15/18	Evaluation Consultant, First 5 Resource Specialist & Oral Health Consultant	Analysis conducted and data gaps identified
	Identify resources	07/01/18-08/15/18	Oral Health Consultant	Data resources identified to fill gaps
	Select methods	07/01/18-07/31/18	Evaluation Consultant	Methods selected
	Conduct Needs Assessment	08/01/18-10/31/18	First 5 Resource Specialist & Oral Health Consultant	Work plan developed to collect missing data
	Collect data	07/01/18-12/31/18	First 5 Resource Specialist & Oral Health Consultant	Data collected
	Analyze data and prepare summary analysis.	09/01/18-12/31/18	First 5 Program Officer, Evaluation Consultant & Oral Health Consultant	Summary Report

Objective 3: By December 31, 2018, identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Take an inventory of all the groups (associations, organizations, and institutions) that exist in within the jurisdiction's communities. Identify existing groups, organizations, etc. that serve underserved and vulnerable populations in the community.	08/01/18-09/30/18	First 5 Program Officer & Oral Health Consultant	Inventory of existing assets/resources
	Conduct interviews/surveys.	08/01/18-10/31/18	Oral Health Consultant	Survey instrument; interviews and/or surveys conducted
	Create a map of assets/resources within jurisdiction and Identify gaps.	11/01/18-12/31/18	Oral Health Consultant	Map of assets/resources (geo mapping) within jurisdiction/List of gaps within LHJ
	Publish the assets/resources/gaps identified.	12/01/18-12/31/18	Oral Health Consultant	Identified assets/resources and identified gaps published on website or in newsletter or as part of Summary Analysis

Objective 4: By May 31, 2019, develop a community health improvement plan (CHIP) and an action plan to address the oral health needs of underserved areas and vulnerable population groups for the implementation phase and to achieve the state oral health objectives.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Identify a key staff person or consultant to guide the community health improvement plan process.	01/01/19-01/15/19	Oral Health Consultant	Key staff member/consultant identified
	Develop a time frame for the community health improvement plan.	01/15/19-01/31/19	Oral Health Consultant	Timeframe developed
	Identify objectives and strategies to achieve that objective.	01/15/19-01/31/19	Oral Health Consultant	Summary of objectives and strategies
	Determine which people and sectors of the community should be changed and involved in implementing the strategies.	02/01/19-03/31/19	Oral Health Consultant	List of partners/stakeholders/ participants representative of the various sectors of the LHJ that participated in the process
	Engage a workgroup to design the Action Plan.	02/01/19-04/30/19	Oral Health Consultant	List of work group meetings and minutes from meetings

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Identify action steps: <ul style="list-style-type: none"> • What action or change will occur • Who will carry it out • When will it take place, and for how long • What resources (i.e., money, staff) are needed to carry out the change • Communication (who should know what) 	02/01/19-05/15/19	Oral Health Consultant	Action Plan developed by workgroup that identifies the “what, who, when, how long, resources, and communication” aspects of the Action Plan
	Identify how the Action Plan addresses the priorities identified in the Community Health Improvement Plan; provide a summary of key strategies to address vulnerable populations and how they will help to achieve local and state oral health objectives. Describe impact objectives and key indicators that will be used to determine progress.	04/01/19-05/31/19	Evaluation Consultant & Oral Health Consultant	Summary Report-Identify flow of information between organization, community and other stakeholders; identify how organizational procedures facilitate participation; and identifies the strengths, weaknesses, challenges and opportunities that exist in the community to improve the health status of the community

Objective 5: By June 30, 2019 develop an Evaluation Plan to monitor and assess the progress and success of the Local Oral Health Program.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Engage stakeholders in the Evaluation Plan process, including those involved, those affected, and the primary intended users.	07/01/18-07/31/18	First 5 Program Officer, Evaluation Consultant & Oral Health Consultant	List of stakeholders engaged in this process
	Develop the Program Logic Model, which will become a common reference point for staff, stakeholders, constituents and CDPH/OHP.	08/01/18-09/30/18	Evaluation Consultant & Oral Health Consultant	Program Logic Model, depicts program outcomes, how the program will accomplish outcomes and basis (logic) for these expectations
	Identify program outcome objectives and indicators.	10/01/18-11/31/18	Evaluation Consultant & Oral Health Consultant	Document the indicators, sources, quality, quantity, and logistics
	Focus the evaluation design based on selected Objectives and justify conclusions based on data analysis.	02/01/19-04/31/19	Evaluation Consultant & Oral Health Consultant	Document the purpose, methods, standards, analyses, interpretation, and timeline for the evaluation
	Submit Evaluation Work Plan for Implementation Objectives.	05/01/19-05/01/19	Evaluation Consultant	Provide comprehensive Evaluation Plan of Required and selected Implementation Objectives

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
	Submit progress reports.	07/01/18-06/30/19	First 5 Program Officer, Evaluation Consultant & Oral Health Consultant	Summary of successes, challenges, and lessons learned
	Coordinate with CDPH to conduct surveillance to determine the status of children's oral health.	05/01/19-06/30/19	Evaluation Consultant & Oral Health Consultant	List of schools identified, number of children to be screened, coordination activities conducted

SECTION 3
INSTRUCTIONS TO BIDDERS

3.1 SUBMISSION INSTRUCTIONS

Proposals must be received by First 5 Kings County, located at 330 Campus Drive, Building 3, in Hanford, California by **5:00 p.m. on June 22, 2018**. All proposals shall be submitted on 8 ½ x 11 inch paper and shall be bound or contained in a binder. An electronic version of the proposal must also be provided on a USB drive.

Respondents shall submit one (1) original proposal. All proposals must be submitted under seal in either an envelope(s) or box, which shall be clearly marked on the outside to read:

Name of Bidder
RFQ title
Proposal submittal deadline and time

Proposals shall be delivered to:

First 5 Kings County
Attn: Scott Waite, Program Officer
330 Campus Drive
Hanford, California 93230

3.2 PROPOSAL FORMAT

Proposals must be submitted in the following format. Non-conforming proposals will not be considered. Each section shall be clearly marked with either tabs or sections, which correspond to the sections below.

In the event any of the sections below do not apply, Bidders shall indicate “Not Applicable” in response thereto.

3.2.1 SIGNATURE PAGE

Bidders must include a completed Signature Page, as attached hereto as Exhibit A, at the front of their proposals. Failure to include a completed Signature Page shall be grounds for rejection of the proposal.

3.2.2 COVER LETTER

The cover letter must include the Bidder’s name, address, and telephone number, as well as the name and email address of a designated contact individual. The

email address provided must be available to receive service of any notices sent regarding this RFP.

3.2.3 COMPANY OVERVIEW

A brief description of the company and its structure, including, but not limited to, the name(s), business address(es), and telephone number(s) of the company's officers, directors, and associates, and the name(s) and address(es) of any parent or subsidiary companies.

3.2.4 SUBCONTRACTORS

Subcontractors will not be allowed for this proposal.

3.2.5 RELEVANT EXPERIENCE

Provide a brief description of your company's past relevant experience as it relates to the requested work or services. Include a minimum of three (3) references. Each reference should include the name, address, and phone number, along with a contact person and a description of the work performed. References should be listed in the Reference List, attached hereto as Exhibit C.

3.2.6 SUPPORT TEAM

Identify the individual(s) who will form the support team for performing the work or services for this RFP. Include brief descriptions of each individual's experience and a description of the role he or she will take in performing the work or service.

3.2.7 TIMEFRAME FOR COMPLETION

Provide a realistic approach to complete the work or services within the timeframe provided within this RFP.

3.2.8 ASSISTANCE FROM COUNTY

Provide a written summary of any information, access, or assistance you will expect or need from the County to complete the work or services within the given timeframe.

3.2.9 PROJECT COST

Provide a detailed breakdown of the costs associated with the work or services to be performed as well as an overall, total, cost for the services or work to be performed. In addition, provide the proposed costs for any services or work that

may be performed at the County's request, in addition to the work or services requested in this RFP, if applicable. Bidders are responsible for ensuring that all costs are set forth in this section. Failure to properly calculate costs or include additional costs will not be a basis for re-negotiation of the compensation for the winning bid.

Proposals must include a 60-day price guarantee.

3.2.10 PROPOSED SCOPE OF WORK

Provide a summary of the work or services to be performed to be attached to the parties' agreement as a scope of work. The scope of work must be concise and address each and every requirement of the proposed work or services, as set forth in Section 2. Proposals submitted without a concise scope of work suitable to be attached to the parties' agreement as an exhibit will not be considered; copies of the proposal will not be accepted as a scope of work.

3.2.11 ACKNOWLEDGMENT OF ADDENDA

Provide an acknowledgment of any addenda issued for this RFP, if applicable.

3.2.12 EVALUATION OF THE PROPOSED AGREEMENT

Bidders must review the proposed agreement, which is attached to this RFP as Exhibit E, and acknowledge their willingness to enter into a final, negotiated agreement if awarded the bid. Bidders must list any exceptions to the terms of the proposed agreement in their proposals, acknowledge their ability to satisfy the insurance and any other requirements as set forth therein, and acknowledge their ability to abide by all other terms of the agreement. Failure to take exception to a term in the proposed contract will result in a waiver of the successful Bidder's right to negotiate that term.

The County reserves the right to negotiate any term in the proposed agreement.

3.2.13 CONFLICT OF INTEREST

Bidders shall certify in their proposals that no official or employee of the County, or any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring the award of this RFP.

3.2.14 AFFIDAVIT OF NON-COLLUSION

Bidders shall include a completed Affidavit of Non-Collusion with their proposals on the form attached hereto as Exhibit D. Failure to include a completed Affidavit of Non-Collusion may result in the rejection of the proposal as non-responsive.

3.3 TIMELINE OF EVENTS

The County expects this RFP to follow the below timeline:

June 6, 2018	Issuance of the RFP.
June 22, 2018	Proposals due.
June 29, 2018	Notice of Intent to Award sent to Bidders.
July 1, 2018	Services begin.

The County reserves the right to amend this schedule at any time.

3.4 EVALUATION CRITERIA

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Section 3.2. Failure to include any sections in the proposal will result in that proposal being deemed non-responsive.

During the scoring process, the Evaluation Committee may contact the Bidder’s references or any other sources deemed relevant by the Evaluation Committee as part of their review of the Bidder’s qualifications to perform the requested services or work.

Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

1. Bidder’s ability and history in providing the requested services or work for public agencies of similar size, population, and need as the County. **10 points.**
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work. **15 points.**
3. Demonstrated technical competence and experience to perform the services or work requested in the RFP. **15 points.**
4. Past record of performance of similar work or services as determined by all available information. This criteria will be based not only on the information contained within the proposal, but also by discussions with the Bidders and

their references, as well as other relevant entities or individuals who have used the Bidder for similar work or services. **40 points.**

5. Bidder's demonstrated ability to perform the work or services set out in the RFP within the given time frame. **20 points.**

3.5 DISCUSSION WITH BIDDERS AND CLARIFICATIONS TO PROPOSALS

The County reserves the right to contact Bidders to seek clarification of their submitted proposals during the evaluation process. These discussions shall be solely for the purpose of ensuring that the County has a full and complete understanding of the submitted proposals and the Bidder's qualifications to perform the requested work or services. The County will not discuss the contents of other Bidder's proposals during these discussions.

3.6 ORAL PRESENTATIONS

The County reserves the right to request the Bidders to make oral presentations to further explain their proposals and demonstrate their ability to perform the requested work or services. Bidders will be advised in writing whether an oral presentation will be required and, if so, when and where said presentation shall take place.

3.7 REQUESTS FOR INFORMATION OR CLARIFICATION OF RFP

Bidders are responsible for submitting any and all questions concerning the work or services set forth in Section 2 or any other aspect of this RFP before the submittal deadline. Questions must be presented in writing and submitted to the Program Officer at the address noted above or via email at scott.waite@co.kings.ca.us.

3.8 WITHDRAWAL OR REVISION OF PROPOSALS

Bidders may withdraw or revise their proposals anytime before the submittal date. Requests to withdraw or revise proposals must be made in writing and submitted to the Program Officer at the address above or via email to: scott.waite@co.kings.ca.us. Proposals may not be withdrawn or revised after the submittal date.

3.9 SELECTION AND ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Proposals will be evaluated by an Evaluation Committee as selected by the County. The Evaluation Committee will use the Evaluation Criteria as set forth in Section 3.5 in scoring the submitted proposals and determining which proposal will be selected.

Bidders will be notified of the County's decision in writing through a Notice of Intent to Award. The Notice of Intent to Award will be sent through email.

SECTION 4
NOTICE TO BIDDERS; GENERAL INFORMATION

4.1 NOTICE TO BIDDERS

This RFP does not constitute an agreement or offer of employment between the County and the Bidders. The costs of preparing proposals shall be the sole obligation of the Bidders. Once submitted, all proposals become the property of the County.

The successful Bidder shall be considered an independent consultant and not an agent, officer, or employee of the County or entitled to any benefits arising therefrom.

4.2 CONFIDENTIALITY

Proposals are only confidential during the evaluation process. Once an agreement has been signed between the County and the successful Bidder, any and all proposals shall be subject to disclosure under the California Public Records Act (“the Act”) as found under Section 6250 *et seq.* of the Government Code. Bidders are therefore responsible for ensuring that they have not included any confidential information in their proposals, such as trade secrets, social security numbers, or proprietary information.

Bidders are hereby put on notice that the County will not redact any portions of the submitted proposals when releasing them pursuant to a request under the Act.

4.3 LATE PROPOSALS

The County assumes no responsibility for the submission of late proposals. It is the sole responsibility of the Bidders to ensure their proposals are received. The County will not accept proposals via email or fax. Late proposals will not be considered.

4.4 ADDENDA TO THE RFP

Bidders must carefully examine the specifications set forth in Section 2 and submit any and all questions or requests for information to the County as set forth in Section 3.8. Failure to submit a request for information before the submittal date will result in a waiver of the Bidder’s right to protest any award under this RFP on the basis of the process, terms, conditions, or claimed ambiguity regarding this RFP.

The County reserves the right to make corrections via written addenda to this RFP as needed prior to the submittal date. Addenda shall only be valid if issued in writing; oral communications about this RFP with County employees will not be binding on the County unless set forth in a written addenda.

Addenda shall be posted on the County's website under the First 5 Kings County page under the section dedicated to this RFP and available in hard copy in the First 5 Kings office. Bidders must acknowledge any and all addenda issued by signing and dating the addenda and including them with the proposal.

Bidders are solely responsible for checking the County's website and contacting the Program Officer prior to the submittal date to ensure that they are aware of and acknowledge any and all addenda in their proposals. Failure to acknowledge and include any or all addenda may result in the proposal being deemed non-responsive.

4.5 COMMUNICATIONS WITH THE EVALUATION COMMITTEE OR COUNTY STAFF

Bidders shall not contact any member of the Evaluation Committee or any other County employee during the evaluation phase for this RFP unless contacted by the Evaluation Committee as allowed under Sections 3.6 or 3.7. Bidders who contact County personnel in an attempt to badger, cajole, bribe, influence, or obtain confidential information about the evaluations of the proposals during the evaluation phase may have their proposals declared disqualified from consideration.

4.6 FALSE OR MISLEADING STATEMENTS

Proposals containing false or misleading statements, or which include references that do not support an attribute or skill claimed by the Bidder, may be rejected as non-responsive to this RFP.

If the County determines that a Bidder's false or misleading statements were provided with intent to mislead the County in its evaluation of the proposal, the proposal will be deemed non-responsive. The County reserves the right to also prohibit the Bidder from submitting proposals for work or services under future RFPs.

4.7 NEWS RELEASES

Bidders shall not issue news releases pertaining to the award resulting from this RFP without prior written approval of the County.

EXHIBIT A

SIGNATURE PAGE

(Bidder to complete and place in front of proposal)

Individual/Company: _____

Address: _____

Contact Person's name: _____

Contact Person's title: _____

Contact Person's telephone number: _____

Contact Person's email address: _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to submit this proposal and sign on behalf of the organization and assure that all statements made in the proposal are accurate and truthful. The undersigned agrees to provide the work or services requested in this Request for Proposal at the price contained therein and will comply with all terms and conditions of the proposed agreement, unless otherwise stipulated through a written exception.

Authorized Representative – Name

Title

Authorized Representative's signature

Business License No. (if applicable):

(Hanford) _____

(Kings County) _____

Professional License No. (if applicable): _____

EXHIBIT C

REFERENCE LIST

(Bidder to complete and return with proposal)

List five (5) references where the same or similar work or services were provided.

Reference No. 1 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

Reference No. 2 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

Reference No. 3 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

Reference No. 4 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

Reference No. 5 – Name: _____

Address: _____

Contact Person: _____ Title: _____

Email: _____ Telephone No.: _____

Amount of contract: _____ Date and type of work or services performed: _____

EXHIBIT D

AFFIDAVIT OF NON-COLLUSION

I hereby affirm that:

- 1) I am the Bidder (if Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidder having authority to sign on the Bidder's behalf (if Bidder is a corporation).
- 2) The proposal has been arrived at by the Bidder independently and has been submitted without collusion with, or without agreement, understanding, or planned common course of action with, any other vendor or materials, supplies, equipment, or services described in the request for proposal, designed to limit the independent bidding or competition.
- 3) The contents of the proposal have not been communicated by the Bidder or its employees or agents, to any person not an employee or agent of the Bidder or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.
- 4) I have fully informed myself regarding the accuracy of the statements made on this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in: _____, _____ on: _____ by:
(City) (State) (Date)

Name of Bidder

Address

City, State, Zip Code

Authorized Signature



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 5, 2018

Study Session

3rd Quarter Grantee Achievement Report



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting:
Agenda Item Type:

June 5, 2018
Informational Item

AGENDA ITEM: 2017-2018 Third Quarter Achievement Report for First 5 Funded Projects

A. Background/History:

The Commission has transitioned from a formative evaluation framework into a summative evaluation framework; therefore the reporting of program status reports and evaluation results are now two separate items for the Commission to consider. Staff is providing the Commission, on a quarterly basis, a progress report regarding the status of programs attaining contracted goals and deliverables.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff is requesting the Commission review and discusses the program status report representing activities and number of clients served through December of FY 2017-2018.

C. Timeframe:

Reports will be provided to the Commission on a quarterly basis, on the following schedule:

- 1st Quarter Report: December 2017
- 2nd Quarter Report: February 2018
- 3rd Quarter Report: June 2018
- Year End Report: August 2018

D. Costs:

No costs associated with this item.


E. Staff Recommendation:

Staff recommends the commission review and discuss the program reports as provided.

F. Attachments:

- FY 2017-2018 Third Quarter Project Achievement Report

FY 2017-2018 3rd Quarter Achievement Report for First 5 Kings Funded Programs

	Unduplicated Count of Clients Served			Objectives to be Achieved	Objectives that were Achieved	Objectives that did not meet Target	Objectives that are Inactive	Percentage of Budget Expended Goal 100%	Timely Progress Report Submission
	Children 0 to 2	Children 3 to 5	Significant Others						
Family Resource Center Initiative									
Avenal Family Connection	36	46	58	24	17	5	2	81%	Yes
Corcoran FRC	92	125	397	23	17	4	2	72%	Yes
KCOE – HFC & LFC	517	433	799	56	50	4	2	72%	Yes
Kettleman City FRC	40	61	75	14	12	1	1	67%	Yes
School Readiness Initiative									
UCP Parent & Me	183	55	205	20	20	0	0	69%	Yes
UCP Special Need Program	113	18	66	7	6	1	0	71%	Yes
Linkages to Learning	N/A	N/A	N/A	10	10	0	0	76%	Yes
E3 Initiative									
KCOE – CARES	N/A	N/A	297	15	12	2	1	65%	Yes
New Project Initiative									
United Way 211	N/A	N/A	N/A	4	4	0	0	70%	Yes



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Date of Meeting: June 5, 2018

Study Session

Spotlight on Service:
United Cerebral Palsy



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Date of Meeting:
Agenda Item Type:

June 5, 2018
Informational

AGENDA ITEM: Spotlight on Service: United Cerebral Palsy of Central California – Parent & Me and Special Needs Project

A. Background/History:

The First 5 Commission has scheduled annual program presentations by funded programs. This offers grantees the opportunity to share their successes, achievements, and progress from the last year.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

The Special Needs project seeks to provide services to children identified as having or being at risk for developing a special need. This is a gap funding strategy to provide intervention to a population of children that because of stringent qualification standards, would otherwise not qualify for services under typical funding streams. Services provided through this project include conducting child development assessments, developing and providing interventions based on such assessments, and providing support services for children identified as having a special need for their inclusion into the Parent & Me program. Additionally, this project provides capacity building support to ensure providers are delivering services to children with special needs in an appropriate and inclusive fashion. This funding stream also supports the infrastructure of the Armona Parent & Me inclusion site.

The Parent & Me program is a community-based program designed to strengthen the parent as their child's first teacher and provide hands-on growth experiences for both parent and child which can be repeated at home during the week. Parent and child attend a 1.5 to 2 hour session each week where they participate in activities that are developmentally appropriate for the child. The focus of the program is on children 0-3, however, children age 3-5 who do not have other options or parental preference are welcome. With emphasis on the process rather than results, parents are supported in discovering how and what their child is learning and how they can support their child's development.

C. Timeframe:

United Cerebral Palsy has been a component of the First 5 Kings County strategic plan since FY 2003/2004.

D. Costs:

There is no cost associated with this agenda item.

E. Staff Recommendation:

Staff recommends that the commission review the information provided by United Cerebral Palsy of Central California – Parent & Me and Special Needs Project.

F. Attachments:

- United Cerebral Palsy of Central California – Parent & Me and Special Needs Project – PowerPoint Presentation



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Staff Report:
April 2018 & May 2018



Staff Report April 2018 and May 2018

Grants & Contracts Program Officer Report –

- **Legislative Day**
 - On 5/2/187 I attended the legislative day hosted by the First 5 Association, the event was held in Sacramento, CA at the state capital and focused on issues that affect the youngest children in California. The issues highlighted were oral health, developmental screening, home visitation and funding for services to children 0 to 3.
 - I had the opportunity to meet with the following representatives or their staff.
 - Assembly Member Rudy Salas from Kings
 - Senator Andy Vidak from Kings
- **3rd Quarter Reports**
 - during the last month our funded programs submitted there 3rd quarter progress and expenditure report. These reports have been processed, payments have been ordered and the information has been compiled in the achievement report contained in this agenda packet.
- **New Opportunities**
 - Home Visitation has started. The Kings County Department of Public Health has hired the first 2 Home Visitors that will be implementing the Parents as Teachers model. The MOU between KCDPH and Kings County Human Services has been signed. Additionally the CALWorks Home Visitation Initiative is still included in the Governor’s budget following the may revise. It is anticipated that the funding application will be made available in August 2018.
 - Prop 56 funding for oral health – annually \$30,000,000 statewide, \$186,104 locally in kings, shall be used to provide funding to the State Department of Public Health state dental program for the purpose and goal of educating about, preventing and treating dental disease, including dental disease caused by use of cigarettes and other tobacco products. This funding has the potential to bring \$744,416 over the 4 year term. The contract has been developed and is included in the agenda packet. Additionally a RFQ will be released for consultant services to lead the planning process during FY 18/19.

- **Fiscal Report: April 2017**

	% of Fiscal Term Expended	Percent of Spending	Comments
First 5 Operations			
Personnel	83%	80%	N/A
Service & Supplies		51%	N/A
TOTAL		67%	N/A
Linkages to Learning			
Personnel	83%	70%	N/A
Service & Supplies		89%	N/A
TOTAL		76%	N/A
First 5 Total Budget		65%	FRC: 71% E3: 46% School Readiness: 71% New Project Initiative: 67%

Category	Expended	Percentage
Administration	\$82,953	4.6%
Program	\$1,293,555	83.3%
Evaluation	\$45,361	2.9%
Linkages 2 Learning	\$131,154	8.5%
Total	\$1,431,433	



School Readiness Coordinator/ April-May Linkages Report

School Transition teams: Roosevelt, Jefferson, Hamilton, Monroe, Washington, Armona, Kit Carson, Lakeside, Avenal, Tamarack, Kettleman City, Lemoore, Cinnamon, Meadow Lane and Engvall and Island Elementary

- **Spring Orientation events:** During the month of May Linkages to Learning conducted a Kindergarten Spring Orientation at all of our 16 school sites. The goal of spring orientation is to have families become familiar with their new school, meet school staff, such as the principal and kinder staff, and learn about ways to better prepare their children for kindergarten in the fall. With that being said, all of the events were a huge success despite lower enrollment numbers. The children that attended took part in learning centers that included a math, ABC and read aloud activity. Parents received a school tour and a presentation on what children will learn in kindergarten and what they can do to help prepare them for kindergarten success. At the end of each event, children took home a reading book and a summer activities package. The package included laminated sheets and a dry erase marker that children could use over and over again to practice colors, numbers, shapes, upper and lower case letters. It also included a music CD which would help children learn their letter sounds, months of the year and numbers. This event concludes the 2017-18 schoolyear for the Linkages program.
- **Pre-Kindergarten Assessments:** During the month of May, I provided support to schools which have chosen, as part of their L2L plan, to conduct pre-k assessments on their incoming kindergartners. This year I asked schools to use a testing window with the following dates May 14th-30th. Moving forward we would like to have all linkages school sites use the same assessment tool and testing window. With that idea in mind we have asked our evaluation team to review the assessments tools that are currently being used by the 16 participating school sites with a goal of creating an assessment that can be used by all linkages sites. More details will be provided after the evaluation team has reviewed the information we have provided them.
- **Kindergarten Registration:** Kings County schools are only a few days away from concluding the 2017-18 school year. Parents are given until the end of the school year to register their child for kindergarten. A number of schools have reported low numbers for the 2018-19 school year. Final numbers will be more accurate as the school year comes to an end.
- **Backpack Project:** The back pack project will soon come to an end as schools are expected to close next week. The 2017-18 school year brought some changes with 2 of the school districts we work with moving to an online registration. The new process lead to less contact with parents at the district office and in return less back packs being distributed. The school district and I plan to meet to discuss how we can tackle this issue. The final number of back packs distributed it still pending. I will have more information in my next staff report.

First 5 Kings County Fiscal Plan FY15/16 through FY22/23

	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23
	Actual	Actual	Actual	Budgeted	Budgeted	Projected	Projected	Projected	Projected
Revenue									
General Allocation Revenues	\$1,602,540	\$1,670,554	\$1,504,259	\$1,297,112	\$1,450,186	\$1,372,896	\$1,345,990	\$1,315,556	\$1,310,877
IMPACT	\$108,499	\$2,444	\$363,103	\$403,252	\$453,003	\$454,760	\$0	\$0	\$0
PROP 56	\$0	\$0	\$0	\$0	\$186,104	\$186,104	\$186,104	\$186,104	\$0
Interest (0.5% annually)	\$13,393	\$15,291	\$7,034	\$14,100	\$8,044	\$6,255	\$4,015	\$8,962	\$13,724
Total Revenue	\$1,724,432	\$1,688,289	\$1,874,396	\$1,714,464	\$2,097,337	\$2,020,015	\$1,536,109	\$1,510,622	\$1,324,601
Expenditures									
Salaries & Benefits	\$153,104	\$171,257	\$184,061	\$181,483	\$184,051	\$186,628	\$189,241	\$191,890	\$194,576
Services & Supplies	\$114,922	\$122,210	\$162,254	\$147,175	\$154,798	\$162,847	\$171,316	\$180,224	\$189,596
Contributions to Agents	\$1,600,901	\$1,458,985	\$1,727,457	\$1,862,271	\$2,116,389	\$2,118,497	\$186,104	\$186,104	\$0
FRC Initiative	\$704,726	\$721,868	\$720,948	\$726,012	\$726,012	\$726,012	\$0	\$0	\$0
Avenal	\$76,656	\$88,381	\$90,000	\$90,000	\$90,000	\$90,000	\$0	\$0	\$0
Corcoran	\$116,000	\$116,000	\$115,936	\$116,000	\$116,000	\$116,000	\$0	\$0	\$0
Kettleman City	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$0	\$0	\$0
Hanford & Lemoore	\$417,456	\$425,012	\$425,012	\$425,012	\$425,012	\$425,012	\$0	\$0	\$0
FRC Support	\$4,614	\$2,475	\$0	\$5,000	\$5,000	\$5,000	\$0	\$0	\$0
School Readiness Initiative	\$621,671	\$577,689	\$602,447	\$612,522	\$620,834	\$620,834	\$0	\$0	\$0
Parent & Me	\$349,800	\$349,800	\$349,800	\$349,800	\$349,800	\$349,800	\$0	\$0	\$0
Special Needs	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$0	\$0	\$0
Linkages 2 Learning	\$181,871	\$137,889	\$162,647	\$172,722	\$181,034	\$181,034	\$0	\$0	\$0
E3 Initiative	\$274,504	\$159,428	\$404,062	\$483,902	\$543,604	\$545,712	\$0	\$0	\$0
CARES	\$274,504	\$159,428	\$404,062	\$483,902	\$543,604	\$545,712	\$0	\$0	\$0
New Projects	\$0	\$0	\$0	\$39,835	\$225,939	\$225,939	\$186,104	\$186,104	\$0
United Way 211	\$0	\$0	\$0	\$39,835	\$39,835	\$39,835	\$0	\$0	\$0
PROP 56	\$0	\$0	\$0	\$0	\$186,104	\$186,104	\$186,104	\$186,104	\$0
Total Expenditures	\$1,868,927	\$1,752,452	\$2,073,772	\$2,190,929	\$2,455,238	\$2,467,972	\$546,660	\$558,218	\$384,172
Excess of Revenues or Expenditures	-\$144,495	-\$64,163	-\$199,376	-\$476,465	-\$357,900	-\$447,957	\$989,449	\$952,404	\$940,429
Fund Balance	\$2,493,354.00	\$2,348,859	\$2,085,320	\$1,608,855	\$1,250,954	\$802,997	\$1,792,446	\$2,744,850	\$3,685,279
Fund Balance % of Revenue (25% floor)	146.57%	130.37%	100.56%	73.43%	50.95%	32.54%	327.89%	491.72%	959.28%

Assumptions

- Fund balance minimum is currently set at 25% of annual budget by First 5 Policy Manual