

CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT),
PROMOTING SAFE AND STABLE FAMILIES (PSSF), AND CHILD WELFARE SERVICES
OUTCOME IMPROVEMENT PROJECT (CWSOIP)

AGREEMENT FOR SERVICES #202-S0711

AMENDMENT III

This Amendment III to that Agreement for Services #202-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and New Morning Youth and Family Services, Inc., a non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Subrecipient");

WITNESSETH

WHEREAS, Subrecipient has been engaged by County to provide child abuse prevention, intervention and treatment services for the Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) programs, of which the Differential Response Program is a component, for the Human Services Department, Social Services Division, in accordance with Agreement for Services #202-S0711, dated October 17, 2006, Amendment I, dated December 5, 2006, and Amendment II, dated January 30, 2007, incorporated herein and made reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement and increase the compensation by \$74,488.00, hereby amending **ARTICLE II – Term** and **ARTICLE III - Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #202-S0711 shall be amended a third time as follows:

ARTICLE II

Term: This Amendment shall become effective when fully executed by both parties hereto and shall cover the period of July1, 2006 through December 31, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Subrecipient monthly in arrears. Subrecipient shall submit invoices no later than fifteen (15) days following the end of a “service month.” An exception will be the billing for June, which must be received by County by June 10th. Subrecipient will ensure the expenditure of all funds by June 10th of the fiscal year. For billing purposes, a “service month” shall be defined as a calendar month during which Subrecipient provides services.

Invoices for services rendered under the Agreement shall be submitted on a per client, per service basis and using client information numbers as demonstrated in the attached sample invoice, Revised Exhibit "D" marked "CAPIT/PSSF/CWSOIP Invoice", incorporated herein and made by reference a part hereof. If an alternate invoice is used, all fields noted on Exhibit “D” are mandatory. Subrecipient shall attach to each invoice a list of the names associated with client identification numbers, when the clients are referred by and/or are CPS clients, whether court ordered, voluntary or differential response.

The maximum charges to CAPIT/PSSF/CWSOIP grants for each service shall not exceed the prevailing Medi-Cal reimbursement rate. The Subrecipient shall not charge CAPIT, PSSF or CWSOIP funds for services that have been paid, or will be paid by another funding source, or the difference between the amount that has or will be paid with another funding source and the actual cost of the service. The exception will be that Subrecipient shall be allowed to charge the difference between the daily cost to house a CPS child at the New Morning Youth and Family Services Shelter and the amount Subrecipient will receive in foster care funds for the child, to the PSSF grant, in the Time Limited Reunification category.

The total amount of this Agreement, as amended, shall not exceed \$231,463.00 This funding consists of \$62,667.16 in CAPIT grand funds, \$126,034.72 in PSSF grand funds, and \$42,761.12 in CWSOIP funds. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

Funding distribution shall be:

- *\$62,667.16 in CAPIT funds
- *\$126,034.72 in PSSF funds, with a minimum of 30% in each PSSF category as shown in the chart below.

Service Component
Family Reunification
Family Support
Family Preservation

- \$42,761.12 in Child Welfare Services Outcome Improvement Project funds.

*The expenditure of these funds is subject to the audit requirements under the Single Audit Act of 1984 and OMB Circular A-133.

Except as herein amended, all other parts and sections of that Agreement #202-S0711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator/Department Head:

By: _____ Dated: _____

John Litwinovich
Director
Human Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #202-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____
Chairman, Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- SUBRECIPIENT --

Dated: _____

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: _____
David Ashby, Executive Director
"Contractor"

COPY

CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT),
PROMOTING SAFE AND STABLE FAMILIES (PSSF), AND CHILD WELFARE SERVICES
OUTCOME IMPROVEMENT PROJECT (CWSOIP)

AGREEMENT FOR SERVICES #202-S0711

AMENDMENT II

This Amendment II to that Agreement for Services #202-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and New Morning Youth and Family Services, Inc., a non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Subrecipient");

WITNESSETH

WHEREAS, Subrecipient has been engaged by County to provide child abuse prevention, intervention and treatment services for the Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) programs, of which the Differential Response Program is a component, for the Human Services Department, Social Services Division, in accordance with Agreement for Services #202-S0711, dated October 17, 2006 and Amendment I of said Agreement dated 12/05/06, incorporated herein and made reference a part hereof; and

WHEREAS, County is in receipt of additional funding for the Differential Response Program under the Child Welfare Services Outcome Improvement Project (CWSOIP) from the California Department of Social Services (CDSS), and;

WHEREAS, the parties hereto have mutually agreed to amend said Agreement to include Path II Differential Response services, hereby amending **ARTICLE I - Scope of Services, ARTICLE III - Compensation for Services** and **ARTICLE IV - Program Monitoring and Statistical Reporting Responsibilities**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #202-S0711 shall be amended a second time as follows:

ARTICLE I

Scope of Services: Subrecipient agrees to provide, for El Dorado County, county-wide prevention, intervention and treatment services for children, and families of these children, who are abused, neglected, or at risk of abuse or neglect, as defined in the CAPIT Program (Welfare and Institutions Code Section 18960, et seq., see Exhibit "A" marked "Child Abuse Prevention, Intervention and Treatment (CAPIT) Requirements", incorporated herein and made by reference a part hereof) and PSSF Program (Welfare and Institutions Code Sections 16600-16605, see Exhibit "B" marked "Promoting Safe and Stable Families (PSSF) Requirements", incorporated herein and made by reference a part hereof) in order to prevent the occurrence or recurrence of child abuse.

Subrecipient shall ensure that services meet the goals and objectives of Exhibit "C" marked "El Dorado County Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) Three Year Plan, 2005-2008", incorporated herein and made by reference a part hereof.

Subrecipient and Providers agree to provide Path II Differential Response services in collaboration with the Human Services Department to include joint home visits with Children's Protective Services (CPS) and any ensuing services, case management and monitoring necessary as determined by the parties involved in the joint home visit.

Subrecipient and Providers shall continue to participate in Multi-Disciplinary Teams as requested by County, at no charge to County.

Subrecipient and Providers shall ensure that all employees, volunteers, consultants, and agents performing services under this Agreement report child abuse or neglect to a child protective agency, as defined in Penal Code Section 11165.9. Subrecipient and Providers shall require each employee, volunteer, consultant, and agent to sign a statement acknowledging that he/she knows of the reporting requirements as defined in Penal Code Section 11166 and will comply with the provisions said Code Section.

Families to be served under this Agreement shall include those being served by DHS due to abuse or neglect, families with Child Welfare Services Court-ordered case plans, and at-risk children referred for services by legal, medical or social service agencies. Isolated families shall be identified and served, especially those with children ages 0-14. Subrecipient and Providers shall employ, and shall continue to employ, bicultural and/or Spanish-speaking staff that are culturally and linguistically competent and able provide services described to English and Spanish-speaking clients. Subrecipient and Providers staff members shall attend best-practice trainings to continue countywide access to the most effective therapeutic techniques.

CAPIT funds shall be used to provide services to children and their families at risk of abuse/neglect using proven programs with demonstrated effectiveness in prevention and intervention of child abuse. Services shall target isolated families, particularly those with children five years of age or younger, including child victims of crime and Spanish-speaking families.

Activities to be completed between 07/01/06 and 06/30/07 using CAPIT funds include but are not limited to:

- SLTWC shall provide 6 Child Abuse Prevention Education presentations to Head Start Classrooms.

- SLTWC shall provide 6 Child Abuse Prevention Education presentations to licensed child care facilities.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe kindergarteners.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe first graders.
- Subrecipient shall publish four (4) – half (1/2) page advertisements in the Mt. Democrat newspaper prior to/during Child Abuse Prevention Month (April) in collaboration with the El Dorado County Child Abuse Prevention Council.
- Subrecipient shall provide child abuse prevention support, crisis intervention, assessment and on-going therapy to a minimum of 30 children ages 0 - 14 at risk of child abuse.
- SLTWC shall provide 15 pregnant or parenting teens participating in the Young Parents Program at Mt. Tallac High School with ongoing/weekly case management, life skills training and parenting education.

PSSF funds shall be used to prevent unnecessary separation of children from their families, improve quality of care and services to children and their families and ensure permanency for children by reuniting them with their parents, either by adoption or by another permanent living arrangement. PSSF funds shall be allocated and expended with a minimum of thirty percent (30%) in each of the following categories:

- **Time-Limited Family Reunification**
- **Family Support Services**
- **Family Preservation Services**

Activities to be completed between 07/01/06 and 06/10/07 using PSSF funds include but are not limited to:

- Subrecipient shall provide a minimum 250 safe bed nights and 700 meals to a minimum of 25 children who are court-ordered into custody while Children's Protective Services (CPS) social workers identify appropriate long-term foster care placements.
- Subrecipient and TYFS shall continue to act as coordinators in implementing the Differential Response Program in both the Tahoe Basin and Western Slope of El Dorado County, assessing and linking a minimum of 25 low-to-moderate risk families with services appropriate to their needs.
- Subrecipient shall provide intake and initial assessment, case management and ongoing therapy to a minimum of 8 Western Slope families.
- TYFS shall provide the following services (up to 75 units of service), to a minimum of 8 pregnant and parenting teens and their children participating in the Young Parents Program at Mt. Tallac High School: intake and initial assessment, case management, family therapy, therapy for children ages 0-5 and 0-14, individual and group counseling.

- TYFS shall provide the following services, as needed (up to 225 units of service) to a minimum of 20 Tahoe Basin families to be served in family, group, crisis and individual counseling, including each client's intake, assessment, case management and counseling services for families with pregnant and parenting teens and families with children ages 0-14, with preference given to families with children ages 0-5 and families involved in the Differential Response and Voluntary Family Maintenance Programs through DHS.
- SLTWC shall provide individual parenting education to 15 clients and group parenting education in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0-6.
- NMYFS shall provide one parenting education course in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0 - 6.

CWSOIP – Differential Response funds shall be used to provide Path II Differential Response services in El Dorado County.

Activities to be completed between the effective date of Amendment II through 06/30/07 using CWSOIP funds include but are not limited to:

- Joint home visits with Department Children's Protective Services (CPS) staff.
- Services, case management and monitoring determined necessary by CPS and Subrecipient staff in order to prevent the occurrence or re-occurrence of child abuse or neglect.
- Immediately report client failure to engage in and actively participate in services.
- Immediately refer to CPS if there are concerns of abuse or neglect.

Subrecipient and Providers expending \$500,000 or more in a year in Federal awards shall provide an annual independent audit by a certified public accounting firm.

Subrecipient and Providers shall maintain necessary program records documenting services performed and/or purchased and fiscal records showing expenditures made during the Agreement period. These records shall be open to inspection by representatives of the El Dorado County Department of Human Services and the State of California at all reasonable times. Upon request, Subrecipient and Providers shall make these records available within the County to all authorized County, State (including Auditor-Controller), and Federal personnel. Records shall be maintained for at least five years from the end of the Agreement period or until State audits are completed, whichever is later.

Failure to perform requisite audit functions as required by the Agreement may result in County performing any necessary audit tasks or, at County's option, County may contract with a public accountant to perform the audit. All audit costs related to this Agreement are the sole responsibility of Subrecipient, who agrees to take corrective action to eliminate any material non-compliance or weakness found as a result of such audit. Audit work performed by County under this Agreement shall be billed to Subrecipient at County's costs.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Subrecipient monthly in arrears. Subrecipient shall submit invoices no later than fifteen (15) days following the end of a "service month." An exception will be the billing for June, which must be received by County by June 10th. Subrecipient will ensure the expenditure of all funds by June 10th of the fiscal year. For billing purposes, a "service month" shall be defined as a calendar month during which Subrecipient provides services.

Invoices for services rendered under the Agreement shall be submitted on a per client, per service, basis, using client identification numbers, as demonstrated in the attached sample invoice, Revised Exhibit "D" marked "CAPIT/PSSF/CWSOIP Invoice", incorporated herein and made by reference a part hereof. If an alternate invoice is used, all fields noted on Exhibit "D" are mandatory. Subrecipient shall attach to each invoice a list of the names associated with client identification numbers, when the clients are referred by and/or are CPS clients, whether court ordered, voluntary or differential response.

The maximum charges to CAPIT/PSSF/CWSOIP grants for each service shall not exceed the prevailing Medi-Cal reimbursement rate. The Subrecipient shall not charge CAPIT, PSSF or CWSOIP funds for services that have been paid, or will be paid by another funding source, or the difference between the amount that has or will be paid with another funding source and the actual cost of the service. The exception will be that Subrecipient shall be allowed to charge the difference between the daily cost to house a CPS child at the New Morning Youth and Family Services Shelter and the amount Subrecipient will receive in foster care funds for the child, to the PSSF grant, in the Time Limited Reunification category.

The total amount of this Agreement, as amended, shall not exceed \$156,975.00. This funding consists of \$42,500.00 in CAPIT grant funds, \$85,475.00 in PSSF grant funds, and \$29,000.00 in CWSOIP funds. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

Funding distribution shall be:

- *\$42,500.00 in CAPIT funds
- *\$85,475.00 in PSSF funds, with a minimum of 30% in each PSSF category as shown in the chart below.

Service Component
Family Reunification
Family Support
Family Preservation

- \$29,000.00 in Child Welfare Services Outcome Improvement Project funds.

*The expenditure of these funds is subject to the audit requirements under the Single Audit Act of 1984 and OMB Circular A-133.

ARTICLE IV

Program Monitoring and Statistical Reporting Responsibilities: County shall conduct on-site visits to the Subrecipient and Providers no less frequently than once a year to review compliance with this Agreement. To evaluate the performance in relation to the scope of work, unannounced site visits may be made to Subrecipient and Providers.

Subrecipient and Participants shall participate as requested by County, at no charge to County, in any research and/or evaluative studies designed to show the effectiveness and/or efficiency of Subrecipient and Providers service and/or to provide information about CAPIT and/or PSSF.

Subrecipient and Providers are responsible to provide any other information that may be requested or required by the Federal, State or County government regarding CAPIT or PSSF grants and services.

The Subrecipient and Providers shall provide each CPS office with clear direction(s) on how to refer under this funding stream within thirty (30) days of Board of Supervisors approval and execution of this Agreement.

When Subrecipient and/or Providers bill CPS for services under another contract, Subrecipient and Providers shall respond to any inquiry letters to verify why a said client is not or cannot be served under the funding sources specified under this contract.

Monthly, Subrecipient shall provide the following information to County, at no charge to County, regarding clients referred by CPS through the Differential Response Program, Path I, to the Subrecipient and/or Providers:

- Names of clients provided an initial contact and date(s) of contacts
- Names of clients offered services and the services provided
- Names of clients participating in services, the types of services and dates and locations of services

Monthly, Subrecipient shall submit to County, at no charge to County, the Service Goals and Outcomes Summary, OCAP 150, in accordance with Exhibit "E" marked "CAPIT, CBCAP, PSSF Service Goals and Outcomes Summary", incorporated herein and made by reference a part hereof which includes data on clients served by the Subrecipient and Providers for the previous calendar month. This report shall not include data on Differential Response, Path II, clients. This report is due to County no later than the 15th of the month following the service month.

Monthly, Subrecipient shall provide the following information to County, at no charge to County, regarding clients referred by CPS through the Differential Response Program, Path II, to the Subrecipient and/or Providers:

- Names of clients provided a home visit with Subrecipient or Provider and CPS and date(s) of home visit(s).
- Names of clients actively participating in services as a result of the Differential Response, Path II, Program. The report shall list the types, dates and locations of services.
- Any other information the County may determine is needed in order to track the outcomes of the Differential Response Program.

Quarterly, Subrecipient shall submit to County, at no charge to County, reports on Service Effectiveness containing information on Engagement, Short Term, and Intermediate Outcomes of services provided by Subrecipient and Providers in this Agreement, as outlined in Exhibit "F" marked "Child Abuse Prevention, Intervention & Treatment (CAPIT) Promoting Safe and Stable Families (PSSF) Service Effectiveness", incorporated herein and made by reference a part hereof. This requirement shall include conducting pre- and post-service tests, as well as client surveys, designed to capture data as required by CDSS.

The Service Effectiveness quarterly reporting schedule is:

Service Period	Due Date
Beginning of Agreement through September 30th	October 31 st
October 1 through December 31	January 31 st
January 1 through March 31	April 30 th
April 1 through June 30	July 31 st

Semi-annually, Subrecipient shall submit to County the Service Goals and Outcomes Summary in accordance with Exhibit "E" which includes data on clients served by Subrecipient and Providers from the date of the execution of this Agreement through December 31st and from January 1st through June 30th. These cumulative reports shall be due to County no later than January 31st and July 31st.

Annually, Subrecipient shall submit to County a list of all trainings attended during the fiscal year by Subrecipient and Providers staff that provide services under this Agreement. This report shall be due to County no later that July 31st.

Subrecipient and Providers shall attend, if at all possible, at their own expense, any relevant state-sponsored training related to CAPIT, PSSF, Differential Response or Child Welfare Services Outcome Improvement Project offered in El Dorado or Sacramento Counties.

Except as herein amended, all other parts and sections of that Agreement #202-S0711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator/Department Head:

By: John Litwinovich Dated: 12/15/06
 John Litwinovich, Director
 Human Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #202-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: January 30, 2007

By: 

Second Vice Chairman, Board of Supervisors
RON BRIGGS "County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: Cindy Keck

Deputy Clerk

Date: January 30, 2007

-- SUBRECIPIENT --

Dated: 1/2/06

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: 

David Ashby, Executive Director
"Contractor"

CAPIT/PSSF/CWSOIP INVOICE

Important: Only original invoices will be accepted. To help identify an original invoice, we would prefer vendors to use blue ink. White-out corrections will not be accepted. If providing family therapy, please note the names of all individuals seen.

Service Month: _____ Agreement for Services # **202-S0711**
 Business/Owner Name: **New Morning Youth and Family Services**
 Business Address: **6765 Green Valley Road, Placerville, CA 95667**
 Telephone #: **(530) 622-5551**

Providers: NM=New Morning, WC=SLTWC, TY=TYFS

Service Provided: IT=Individual Therapy,
 FT=Family Therapy, GT=Group Therapy,
 AI= Assessment/Intake, IPE-Indiv Parent Ed,
 GPE=Group Parent Ed, CE=Child Abuse Prevention Ed,
 CA=Child Abuse Prevention Advertising, SH= Shelter,
 JV=Joint Visit

*Explain in comments
 *Re: Total charge for service:
 Does the client/participant have insurance that covers all or a portion of the billed rate?
 Is there another funding source to pay all or a portion of this service, e.g., insurance, Medi-Cal, EPSDT, or other grant funding?
 Was this funding source billed? Payment Received?
 Has or will any DHS program be billed for this client for this service?

1	2	3	4	5	6	7	8	9	10
Amount Billed To									

[REDACTED]

COPY

AGREEMENT FOR SERVICES #202-S0711
AMENDMENT I

This Amendment I to that Agreement for Services #202-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and New Morning Youth and Family Services, Inc., a non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Subrecipient");

WITNESSETH

WHEREAS, Subrecipient has been engaged by County to provide child abuse prevention, intervention and treatment services for the Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) programs for the Human Services Department, Social Services Division, in accordance with Agreement for Services #202-S0711, dated October 17, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the term of said Agreement to cover the period of July 1, 2006 through June 30, 2007, with no increase in compensation, hereby amending **ARTICLE I – Scope of Services; ARTICLE II - Term and ARTICLE III - Compensation for Services.**

NOW THEREFORE, the parties do hereby agree that Agreement for Services #202-S0711 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Subrecipient agrees to provide, for El Dorado County, county-wide prevention, intervention and treatment services for children, and families of these children, who are abused, neglected, or at risk of abuse or neglect, as defined in the CAPIT Program (Welfare and Institutions Code Section 18960, et seq., see Exhibit "A" marked "Child Abuse Prevention, Intervention and Treatment (CAPIT) Requirements", incorporated herein and made by reference a part hereof) and PSSF Program (Welfare and Institutions Code Sections 16600-16605, see Exhibit "B" marked "Promoting Safe and Stable Families (PSSF) Requirements", incorporated herein and made by reference a part hereof) in order to prevent the occurrence or recurrence of child abuse.

Subrecipient shall ensure that services meet the goals and objectives of Exhibit "C" marked "El Dorado County Child Abuse Prevention, Intervention and Treatment (CAPIT), Community

Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) Three Year Plan, 2005-2008”, incorporated herein and made by reference a part hereof.

Subrecipient and Providers shall continue to participate in Multi-Disciplinary Teams as requested by County, at no charge to County.

Subrecipient and Providers shall ensure that all employees, volunteers, consultants, and agents performing services under this Agreement report child abuse or neglect to a child protective agency, as defined in Penal Code Section 11165.9. Subrecipient and Providers shall require each employee, volunteer, consultant, and agent to sign a statement acknowledging that he/she knows of the reporting requirements as defined in Penal Code Section 11166 and will comply with the provisions said Code Section.

Families to be served under this Agreement shall include those being served by DHS due to abuse or neglect, families with Child Welfare Services Court-ordered case plans, and at-risk children referred for services by legal, medical or social service agencies. Isolated families shall be identified and served, especially those with children ages 0-14. Subrecipient and Providers shall employ, and shall continue to employ, bicultural and/or Spanish-speaking staff that are culturally and linguistically competent and able provide services described to English and Spanish-speaking clients. Subrecipient and Providers staff members shall attend best-practice trainings to continue countywide access to the most effective therapeutic techniques.

CAPIT funds shall be used to provide services to children and their families at risk of abuse/neglect using proven programs with demonstrated effectiveness in prevention and intervention of child abuse. Services shall target isolated families, particularly those with children five years of age or younger, including child victims of crime and Spanish-speaking families.

Activities to be completed between July 1, 2006 through June 10, 2007 using **CAPIT** funds include but are not limited to:

- SLTWC shall provide 6 Child Abuse Prevention Education presentations to Head Start Classrooms.
- SLTWC shall provide 6 Child Abuse Prevention Education presentations to licensed child care facilities.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe kindergarteners.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe first graders.
- Subrecipient shall publish four (4) – half (1/2) page advertisements in the Mt. Democrat newspaper prior to/during Child Abuse Prevention Month (April) in collaboration with the El Dorado County Child Abuse Prevention Council.
- Subrecipient shall provide child abuse prevention support, crisis intervention, assessment and on-going therapy to a minimum of 30 children ages 0 - 14 at risk of child abuse.
- SLTWC shall provide 15 pregnant or parenting teens participating in the Young Parents Program at Mt. Tallac High School with ongoing/weekly case management, life skills training and parenting education.

PSSF funds shall be used to prevent unnecessary separation of children from their families, improve quality of care and services to children and their families and ensure permanency for children by reuniting them with their parents, either by adoption or by another permanent living arrangement. PSSF funds shall be allocated and expended with a minimum of thirty percent (30%) in each of the following categories:

- **Time-Limited Family Reunification**
- **Family Support Services**
- **Family Preservation Services**

Activities to be completed between July 1, 2006 through June 30, 2007 using PSSF funds include but are not limited to:

- Subrecipient shall provide a minimum 250 safe bed nights and 700 meals to a minimum of 25 children who are court-ordered into custody while Children's Protective Services (CPS) social workers identify appropriate long-term foster care placements.
- Subrecipient and TYFS shall continue to act as coordinators in implementing the Differential Response Program in both the Tahoe Basin and Western Slope of El Dorado County, assessing and linking a minimum of 25 low-to-moderate risk families with services appropriate to their needs.
- Subrecipient shall provide intake and initial assessment, case management and ongoing therapy to a minimum of 8 Western Slope families.
- TYFS shall provide the following services (up to 75 units of service), to a minimum of 8 pregnant and parenting teens and their children participating in the Young Parents Program at Mt. Tallac High School: intake and initial assessment, case management, family therapy, therapy for children ages 0-5 and 0-14, individual and group counseling.
- TYFS shall provide the following services, as needed (up to 225 units of service) to a minimum of 20 Tahoe Basin families to be served in family, group, crisis and individual counseling, including each client's intake, assessment, case management and counseling services for families with pregnant and parenting teens and families with children ages 0-14, with preference given to families with children ages 0-5 and families involved in the Differential Response and Voluntary Family Maintenance Programs through DHS.
- SLTWC shall provide individual parenting education to 15 clients and group parenting education in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0-6.
- NMYFS shall provide one parenting education course in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0 - 6.

Subrecipient and Providers expending \$500,000 or more in a year in Federal awards shall provide an annual independent audit by a certified public accounting firm.

Subrecipient and Providers shall maintain necessary program records documenting services performed and/or purchased and fiscal records showing expenditures made during the Agreement

period. These records shall be open to inspection by representatives of the El Dorado County Department of Human Services and the State of California at all reasonable times. Upon request, Subrecipient and Providers shall make these records available within the County to all authorized County, State (including Auditor-Controller), and Federal personnel. Records shall be maintained for at least five years from the end of the Agreement period or until State audits are completed, whichever is later.

Failure to perform requisite audit functions as required by the Agreement may result in County performing any necessary audit tasks or, at County's option, County may contract with a public accountant to perform the audit. All audit costs related to this Agreement are the sole responsibility of Subrecipient, who agrees to take corrective action to eliminate any material non-compliance or weakness found as a result of such audit. Audit work performed by County under this Agreement shall be billed to Subrecipient at County's costs.

ARTICLE II

Term: This Amendment shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2006 through June 30, 2007. The Agreement may be extended for one additional year, through June 30, 2008, upon written consent of both parties.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Subrecipient in arrears. For the period of July 1, 2006 through October 17, 2006 Subrecipient shall submit invoice(s) upon final execution of this Amendment. For the period of October 18, 2006 through June 30, 2007 Subrecipient shall submit invoice(s) no later than fifteen (15) days following the end of a "service month.", an exception will be the billing for June, which must be received by County by June 10th. Subrecipient will ensure the expenditure of all funds by June 10th of the fiscal year. For billing purposes, a "service month" shall be defined as a calendar month during which Subrecipient provides services.

Invoices for services rendered under the Agreement shall be submitted on a per client, per service, basis, using client identification numbers, as demonstrated in the attached sample invoice, Exhibit "D" marked "CAPIT/PSSF Invoice", incorporated herein and made by reference a part hereof. If an alternate invoice is used, all fields noted on Exhibit "D" are mandatory. Subrecipient shall attach to each invoice a list of the names associated with client identification numbers, when the clients are referred by and/or are CPS clients, whether court ordered, voluntary or differential response.

The maximum charges to CAPIT/PSSF grants for each service shall not exceed the prevailing Medi-Cal reimbursement rate. The Subrecipient shall not charge CAPIT or PSSF funds for services that have been paid, or will be paid by another funding source, or the difference between the amount that has or will be paid with another funding source and the actual cost of the service. The exception will be that Subrecipient shall be allowed to charge the difference between the daily cost to house a CPS child at the New Morning Youth and Family Services Shelter and the amount Subrecipient will receive in foster care funds for the child, to the PSSF grant, in the Time Limited Reunification category.

The total amount of this Agreement shall not exceed \$127,975.00. This funding consists of \$42,500.00 in CAPIT grant funds and \$85,475.00 in PSSF grant funds. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

Funding distribution shall be:

- o \$42,500.00 in CAPIT funds
- o \$85,475.00 in PSSF funds, with a minimum of 30% in each PSSF category as shown in the chart below.

Service Component
Family Reunification
Family Support
Family Preservation

The expenditure of these funds is subject to the audit requirements under the Single Audit Act of 1984 and OMB Circular A-133.

Except as herein amended, all other parts and sections of that Agreement #202-S0711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator/Department Head:

By:  Dated: 11/17/06
John Litwinovich, Director
Human Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #202-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: 12/5/06

By: James R. Sweeney
Chairman, Board of Supervisors
JAMES R. SWEENEY "County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: Sathya Sulu Date: 12/5/06
Deputy Clerk

-- SUBRECIPIENT --

Dated: 11/17/06

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: David Ashby
David Ashby, Executive Director
"Contractor"

COPY

AGREEMENT FOR SERVICES #202-S0711

CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT) AND
PROMOTING SAFE AND STABLE FAMILIES (PSSF)

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and New Morning Youth and Family Services, Inc., a non-profit California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667, (hereinafter referred to as "Subrecipient");

WITNESSETH

WHEREAS, County anticipates the receipt of funding from the California Department of Social Services (CDSS) in the form of two grants, i.e., the Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) to the El Dorado County Department of Human Services (DHS); and

WHEREAS, County has determined that it is necessary to obtain a Subrecipient to provide child abuse prevention, intervention and treatment services for the CAPIT and PSSF programs; and

WHEREAS, Subrecipient shall ensure that all agencies performing activities within the scope of this Agreement on behalf of Subrecipient shall perform the specified services in compliance with all provisions of this Agreement and applicable federal, state and local laws. Agencies other than Subrecipient performing activities under this Agreement are Tahoe Youth and Family Services, hereinafter referred to as TYFS, and South Lake Tahoe Women's Center, hereinafter referred to as SLTWC, collectively referred to as "Providers"; and

WHEREAS, Subrecipient and Providers have represented to County that they are specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, County has determined that the provision of such services provided by Subrecipient are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Subrecipient as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Subrecipient mutually agree as follows:

ARTICLE I

Scope of Services: Subrecipient agrees to provide, for El Dorado County, county-wide prevention, intervention and treatment services for children, and families of these children, who are abused, neglected, or at risk of abuse or neglect, as defined in the CAPIT Program (Welfare and Institutions Code Section 18960, et seq., see Exhibit "A" marked "Child Abuse Prevention, Intervention and Treatment (CAPIT) Requirements", incorporated herein and made by reference a part hereof) and PSSF Program (Welfare and Institutions Code Sections 16600-16605, see Exhibit "B" marked "Promoting Safe and Stable Families (PSSF) Requirements", incorporated herein and made by reference a part hereof) in order to prevent the occurrence or recurrence of child abuse.

Subrecipient shall ensure that services meet the goals and objectives of Exhibit "C" marked "El Dorado County Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) Three Year Plan, 2005-2008", incorporated herein and made by reference a part hereof.

Subrecipient and Providers shall continue to participate in Multi-Disciplinary Teams as requested by County, at no charge to County.

Subrecipient and Providers shall ensure that all employees, volunteers, consultants, and agents performing services under this Agreement report child abuse or neglect to a child protective agency, as defined in Penal Code Section 11165.9. Subrecipient and Providers shall require each employee, volunteer, consultant, and agent to sign a statement acknowledging that he/she knows of the reporting requirements as defined in Penal Code Section 11166 and will comply with the provisions said Code Section.

Families to be served under this Agreement shall include those being served by DHS due to abuse or neglect, families with Child Welfare Services Court-ordered case plans, and at-risk children referred for services by legal, medical or social service agencies. Isolated families shall be identified and served, especially those with children ages 0-14. Subrecipient and Providers shall employ, and shall continue to employ, bicultural and/or Spanish-speaking staff that are culturally and linguistically competent and able provide services described to English and Spanish-speaking clients. Subrecipient and Providers staff members shall attend best-practice trainings to continue countywide access to the most effective therapeutic techniques.

CAPIT funds shall be used to provide services to children and their families at risk of abuse/neglect using proven programs with demonstrated effectiveness in prevention and intervention of child abuse. Services shall target isolated families, particularly those with children five years of age or younger, including child victims of crime and Spanish-speaking families.

Activities to be completed between the execution date of this Agreement and 06/10/07 using CAPIT funds include but are not limited to:

- SLTWC shall provide 6 Child Abuse Prevention Education presentations to Head Start Classrooms.
- SLTWC shall provide 6 Child Abuse Prevention Education presentations to licensed child care facilities.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe kindergarteners.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe first graders.
- Subrecipient shall publish four (4) – half (1/2) page advertisements in the Mt. Democrat newspaper prior to/during Child Abuse Prevention Month (April) in collaboration with the El Dorado County Child Abuse Prevention Council.
- Subrecipient shall provide child abuse prevention support, crisis intervention, assessment and on-going therapy to a minimum of 30 children ages 0 - 14 at risk of child abuse.
- SLTWC shall provide 15 pregnant or parenting teens participating in the Young Parents Program at Mt. Tallac High School with ongoing/weekly case management, life skills training and parenting education.

PSSF funds shall be used to prevent unnecessary separation of children from their families, improve quality of care and services to children and their families and ensure permanency for children by reuniting them with their parents, either by adoption or by another permanent living arrangement. PSSF funds shall be allocated and expended with a minimum of thirty percent (30%) in each of the following categories:

- **Time-Limited Family Reunification**
- **Family Support Services**
- **Family Preservation Services**

Activities to be completed between the execution date of this Agreement and 06/10/07 using PSSF funds include but are not limited to:

- Subrecipient shall provide a minimum 250 safe bed nights and 700 meals to a minimum of 25 children who are court-ordered into custody while Children's Protective Services (CPS) social workers identify appropriate long-term foster care placements.
- Subrecipient and TYFS shall continue to act as coordinators in implementing the Differential Response Program in both the Tahoe Basin and Western Slope of El Dorado County, assessing and linking a minimum of 25 low-to-moderate risk families with services appropriate to their needs.
- Subrecipient shall provide intake and initial assessment, case management and ongoing therapy to a minimum of 8 Western Slope families.
- TYFS shall provide the following services (up to 75 units of service), to a minimum of 8 pregnant and parenting teens and their children participating in the Young Parents Program at Mt. Tallac High School: intake and initial assessment, case

management, family therapy, therapy for children ages 0-5 and 0-14, individual and group counseling.

- TYFS shall provide the following services, as needed (up to 225 units of service) to a minimum of 20 Tahoe Basin families to be served in family, group, crisis and individual counseling, including each client's intake, assessment, case management and counseling services for families with pregnant and parenting teens and families with children ages 0-14, with preference given to families with children ages 0-5 and families involved in the Differential Response and Voluntary Family Maintenance Programs through DHS.
- SLTWC shall provide individual parenting education to 15 clients and group parenting education in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0-6.
- NMYFS shall provide one parenting education course in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0 - 6.

Subrecipient and Providers expending \$500,000 or more in a year in Federal awards shall provide an annual independent audit by a certified public accounting firm.

Subrecipient and Providers shall maintain necessary program records documenting services performed and/or purchased and fiscal records showing expenditures made during the Agreement period. These records shall be open to inspection by representatives of the El Dorado County Department of Human Services and the State of California at all reasonable times. Upon request, Subrecipient and Providers shall make these records available within the County to all authorized County, State (including Auditor-Controller), and Federal personnel. Records shall be maintained for at least five years from the end of the Agreement period or until State audits are completed, whichever is later.

Failure to perform requisite audit functions as required by the Agreement may result in County performing any necessary audit tasks or, at County's option, County may contract with a public accountant to perform the audit. All audit costs related to this Agreement are the sole responsibility of Subrecipient, who agrees to take corrective action to eliminate any material non-compliance or weakness found as a result of such audit. Audit work performed by County under this Agreement shall be billed to Subrecipient at County's costs.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 30, 2007. The Agreement may be extended for one additional year, through June 30, 2008, upon written consent of both parties.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Subrecipient monthly in arrears. Subrecipient shall submit invoices no later than fifteen (15) days following the end of a "service month." An exception will be the billing for June, which must be received by County by June 10th. Subrecipient will ensure the expenditure of all funds by June 10th of the fiscal year. For billing purposes, a "service month" shall be defined as a calendar month during which Subrecipient provides services.

Invoices for services rendered under the Agreement shall be submitted on a per client, per service, basis, using client identification numbers, as demonstrated in the attached sample invoice, Exhibit "D" marked "CAPIT/PSSF Invoice", incorporated herein and made by reference a part hereof. If an alternate invoice is used, all fields noted on Exhibit "D" are mandatory. Subrecipient shall attach to each invoice a list of the names associated with client identification numbers, when the clients are referred by and/or are CPS clients, whether court ordered, voluntary or differential response.

The maximum charges to CAPIT/PSSF grants for each service shall not exceed the prevailing Medi-Cal reimbursement rate. The Subrecipient shall not charge CAPIT or PSSF funds for services that have been paid, or will be paid by another funding source, or the difference between the amount that has or will be paid with another funding source and the actual cost of the service. The exception will be that Subrecipient shall be allowed to charge the difference between the daily cost to house a CPS child at the New Morning Youth and Family Services Shelter and the amount Subrecipient will receive in foster care funds for the child, to the PSSF grant, in the Time Limited Reunification category.

The total amount of this Agreement shall not exceed \$127,975.00. This funding consists of \$42,500.00 in CAPIT grant funds and \$85,475.00 in PSSF grant funds. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

Funding distribution shall be:

- \$42,500.00 in CAPIT funds
- \$85,475.00 in PSSF funds, with a minimum of 30% in each PSSF category as shown in the chart below.

Service Component
Family Reunification
Family Support
Family Preservation

The expenditure of these funds is subject to the audit requirements under the Single Audit Act of 1984 and OMB Circular A-133.

ARTICLE IV

Program Monitoring and Statistical Reporting Responsibilities: County shall conduct on-site visits to the Subrecipient and Providers no less frequently than once a year to review compliance with this Agreement. To evaluate the performance in relation to the scope of work, unannounced site visits may be made to Subrecipient and Providers.

Subrecipient and Providers shall participate as requested by County, at no charge to County, in any research and/or evaluative studies designed to show the effectiveness and/or efficiency of Subrecipient and Providers service and/or to provide information about CAPIT and/or PSSF.

Subrecipient and Providers are responsible to provide any other information that may be requested or required by the Federal, State or County government regarding CAPIT or PSSF grants and services.

The Subrecipient and Providers shall provide each CPS office with clear direction(s) on how to refer under this funding stream within thirty (30) days of Board of Supervisors approval and execution of this Agreement.

When Subrecipient and/or Providers bill CPS for services under another Agreement, Subrecipient and Providers shall respond to any inquiry letters to verify why a said client is not or cannot be served under the funding sources specified under this Agreement.

Monthly, Subrecipient shall provide the following information to County, at no charge to County, regarding clients referred by CPS through the Differential Response Program to the Subrecipient and/or Providers:

- Names of clients provided an initial contact and date(s) of contacts;
- Names of clients offered services and the services offered provided; and
- Names of clients participating in services, the types of services and dates and locations of services.

Monthly, Subrecipient shall submit to County, at no charge to County, the Service Goals and Outcomes Summary, OCAP 150, in accordance with Exhibit "E" marked "CAPIT, CBCAP, PSSF Service Goals and Outcomes Summary", incorporated herein and made by reference a part hereof which includes data on clients served by the Subrecipient and Providers for the previous calendar month. This report is due to County no later than the 15th of the month following the service month.

Quarterly, Subrecipient shall submit to County, at no charge to County, reports on Service Effectiveness containing information on Engagement, Short Term, and Intermediate Outcomes of services provided by Subrecipient and Providers in this Agreement, as outlined in Exhibit "F" marked "Child Abuse Prevention, Intervention & Treatment (CAPIT) Promoting Safe and Stable Families (PSSF) Service Effectiveness", incorporated herein and made by reference a part hereof. This requirement shall include

conducting pre- and post-service tests, as well as client surveys, designed to capture data as required by CDSS.

The Service Effectiveness quarterly reporting schedule is:

Service Period	Due Date
Beginning of Agreement through September 30th	October 31 st
October 1 through December 31	January 31 st
January 1 through March 31	April 30 th
April 1 through June 30	July 31 st

Semi-annually, Subrecipient shall submit to County the Service Goals and Outcomes Summary in accordance with Exhibit "E" which includes data on clients served by Subrecipient and Providers from the date of the execution of this Agreement through December 31st and from January 1st through June 30th. These cumulative reports shall be due to County no later than January 31st and July 31st.

Annually, Subrecipient shall submit to County a list of all trainings attended during the fiscal year by Subrecipient and Providers staff that provide services under this Agreement. This report shall be due to County no later that July 31st.

Subrecipient and Providers shall attend, if at all possible, at their own expense, any relevant state-sponsored training related to CAPIT or PSSF, offered in El Dorado or Sacramento Counties.

ARTICLE V

Personnel Disclosure: Subrecipient shall make available to DSS a current list of all personnel providing services hereunder. Changes to this list will be immediately provided to DSS in writing. This list shall include:

1. All full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the programs described herein; and
2. A brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; and
3. The professional degree, if applicable, and experience required for each position; and
4. The name of person responsible for fulfilling the terms of this Agreement.

ARTICLE VI

Political Activities Prohibited: None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Subrecipient shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

ARTICLE VII

Criminal Conviction: Subrecipient shall immediately notify Contract Administrator concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, for any paid employee and/or volunteer staff, when such information becomes known to the Subrecipient.

ARTICLE VIII

Civil Rights and Discrimination: Subrecipient shall abide by the provisions of the U.S. Civil Rights Act of 1964, Department of Social Services (DSS) Manual of Policy and Procedures (MPP) Division 21 and the Welfare and Institutions Code (W&I Code) Section 1000, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or physical or mental condition.

During the performance of this Agreement, Subrecipient and Providers agree to not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Subrecipient and Providers agree to insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and Providers agree to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et. seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations and are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and Providers agree to give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other agreement. The Subrecipient agrees to include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

ARTICLE IX

Confidentiality: County and Subrecipient agree to maintain confidentiality of any information regarding applicants, participants, or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselor or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having responsibilities under the Agreement, including those furnishing services under subcontract. County and Subrecipient agree that all information and records obtained in the course of providing services to clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State status and regulations adopted pursuant thereto. However, at County's request, Subrecipient shall permit County access to all records and information regarding PSSF and confidentiality shall not be a bar to County's access to all records and information.

The Subrecipient and Providers shall conform to and monitor compliance with all State and Federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements of:

- Code of Federal Regulations, Part 2, Title 42;
- Welfare and Institutions Code, Sections 5328, 10850, and 14100.2;
- Health and Safety Code, Division 10.5; and
- California Code of Regulations, Section 51009.

The Subrecipient and Providers shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of the PSSF program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the above-named regulations.

Any reports, information, data, etc. given to or prepared/assembled by Subrecipient or Providers under this Agreement, which the County requests to be kept as confidential, shall not be made available to any individual or organization by the Subrecipient or Providers without the prior written approval of the County.

Prior to providing any services pursuant to this Agreement, all program employees, interns, subcontractors, and volunteers shall agree, in writing, to maintain the confidentiality of any and all information and records, which may be obtained in the course of providing such services.

All Subrecipient and Providers staff working alone with families and/or children receiving PSSF services shall submit finger imaging for a Department of Justice (DOJ) Criminal Offender Record Information (CORI) check. The appropriate agency head shall sign a form verifying each staff member or Agreement provider has had his/her criminal background checked and is cleared to work with the children and families in PSSF.

ARTICLE X

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Subrecipient shall execute that Business Associate Agreement which is attached hereto as Exhibit "G", which is incorporated herein for all intents and purposes.

ARTICLE XI

Grievances: Subrecipient agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services.

ARTICLE XII

Licenses and Standards: Subrecipient warrants that it has all necessary licenses and permits required by laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement.

In the performance of this Agreement, Subrecipient shall comply, unless waived in whole or in part by Contract Administrator, with all applicable provisions of the California W&I, Title 45 of the Code of Federal Regulations, Federal Office of Management and Budget Circular A-122 (cost principles for non-profit organizations) or Federal Office of Management and Budget Circular A-21 (cost principles for educational institutions) or Federal Office of Management and Budget Circular A-87 (cost principles for state and local governments), all applicable laws and regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed.

Subrecipient certifies its admission policies are in writing and made available to the public. Such admission policies shall conform to the nondiscrimination provisions of this Agreement.

ARTICLE XIII

Cooperation with CDSS: Subrecipient agrees to cooperate with the State Department of Social Services (CDSS) on the implementation, monitoring and evaluation of this project and to comply with any and all reporting and evaluation requirements established by CDSS.

ARTICLE XIV

Compliance with CDSS: Subrecipient agrees to comply with all the rules, regulations, requirements and directives of CDSS which impose duties and limitations upon County, which are equally applicable to and made binding upon Subrecipient, as though made with Subrecipient directly.

ARTICLE XV

County Rights and Responsibilities: Custody of Records: County, at its option, may take custody of Subrecipient's client records upon contract termination. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within El Dorado County and shall be available to Subrecipient for examination and inspection.

Sanctions: Failure by Subrecipient to comply with any of the provisions, covenants, requirements or conditions of this Agreement, including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event Administrator may, in their sole discretion and/or direction of CDSS, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

1. Afford Subrecipient a time period within which to cure the breach, which period shall be established at sole discretion of the Administrator and/or at direction of CDSS; and/or
2. Discontinue reimbursement to Subrecipient for and during the period in which Subrecipient is in breach, which reimbursement shall not be entitled to later recovery; and/or
3. Withhold funds pending curing of the breach; and/or
4. Offset against monies billed by Subrecipient but yet unpaid by County, those monies disallowed.

ARTICLE XVI

Debarment and Suspension Certification: By signing this agreement, the Subrecipient agrees to comply with applicable federal suspension and debarment regulations including, but not limited to **45 CFR 76**.

By signing this agreement, the Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;

Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;

Shall not knowingly enter in to any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., **48 CFR part 9, subpart 9.4**), debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and

Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall submit an explanation to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Subrecipient knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

ARTICLE XVII

Drug-Free Workplace Requirements: Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall 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 Subrecipient'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 contract will: (1) receive a copy of the Subrecipient's drug-free workplace policy statement; and (2) agree to abide by the terms of the Subrecipient's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subrecipient has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code Section 8350 et seq.)

ARTICLE XVIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIX

Subrecipient to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Subrecipient shall act as Subrecipient only to County and shall not act as Subrecipient to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Subrecipient's responsibilities to County during term hereof.

ARTICLE XX

Assignment and Delegation: Subrecipient is engaged by County for its unique qualifications and skills as well as those of its personnel. Subrecipient shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XXI

Independent Subrecipient/Liability: Subrecipient is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Subrecipient exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Subrecipient shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Subrecipient or its employees.

ARTICLE XXII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXIII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Subrecipient.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Subrecipient ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Subrecipient, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Subrecipient shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HUMAN SERVICES DEPARTMENT
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as the County directs.

Notices to Subrecipient shall be addressed as follows:

NEW MORNING YOUTH & FAMILY SERVICES, INC.
6765 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: DAVID ASHBY, EXECUTIVE DIRECTOR

or to such other location as the Subrecipient directs.

ARTICLE XXV

Indemnity: The Subrecipient shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Subrecipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Subrecipient and Providers of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Subrecipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXVI

Insurance: Subrecipient shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Subrecipient maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Subrecipient as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Subrecipient in the performance of the Agreement.
- D. In the event Subrecipient is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purpose of this Agreement, professional liability is required.
- E. Subrecipient shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Subrecipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Subrecipient agrees to provide

at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Subrecipient agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subrecipient fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days Prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Subrecipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Subrecipient cannot provide an occurrence policy, Subrecipient shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XXVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Subrecipient under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXVIII

Interest of Subrecipient: Subrecipient covenants that Subrecipient presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subrecipient.

ARTICLE XXIX

California Residency (Form 590): All independent Subrecipients providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Subrecipient will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Subrecipient during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXX

Taxpayer Identification Number (Form W-9): All independent Subrecipients or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Human Services Department, or successor.

ARTICLE XXXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

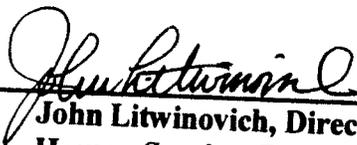
ARTICLE XXXIV

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator/Department Head Concurrence:

By:  Dated: 10/24/06
John Litwinovich, Director
Human Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 10/17/06

By: James R. Sweeney
JAMES R. SWEENEY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature] Date: 10/17/06
Deputy Clerk

-- SUBRECIPIENT --

Dated: 10/3/08

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: [Signature]
David Ashby, Executive Director
"Subrecipient"

Exhibit A

Child Abuse Prevention, Intervention and Treatment (CAPIT) Requirements

CALIFORNIA CODES
WELFARE AND INSTITUTIONS CODE
SECTION 18960-18961

18960. (a) (1) It is the intent of the Legislature that child abuse and neglect prevention and intervention programs be encouraged by the funding of agencies addressing needs of children at high risk of abuse or neglect and their families.

(2) Funding for this program is subject to appropriation in the annual Budget Act.

(3) Priority shall be given to prevention programs through nonprofit agencies, including, where appropriate, programs that identify and provide services to isolated families, particularly those with children five years of age or younger, high quality home visiting programs based on research-based models of best practice, and services to child victims of crime.

(b) (1) Projects funded in Calaveras, El Dorado, Humboldt, Lassen, Modoc, Plumas, San Luis Obispo, Siskiyou, Sutter, Tehama, Trinity, and Yuba Counties, with the exception of statewide innovative projects, shall be funded by the State Department of Social Services for the purposes established in this article until June 30, 1993.

(2) Beginning in the 1993-94 fiscal year and in subsequent years, projects funded in the counties set forth in paragraph (1) shall be selected by the competitive process described in Section 18961. Projects funded in all other counties in the 1992-93 and subsequent fiscal years shall be selected by the competitive process.

18961. (a) Projects funded pursuant to this article shall be selected through a competitive process, which shall include all of the following criteria:

(1) Priority shall be given to private, nonprofit agencies with programs that serve the needs of children at risk of abuse or neglect and that have demonstrated effectiveness in prevention or intervention.

(2) Agencies shall be eligible for funding provided that evidence is submitted as part of the application to demonstrate broad-based community support and that proposed services are not duplicated in the community, are based on needs of children at risk, and are supported by a local public agency, including, but not limited to, one of the following:

- (A) The county welfare department.
- (B) A public law enforcement agency.
- (C) The county probation department.
- (D) The county board of supervisors.
- (E) The county public health department.
- (F) The county mental health department.
- (G) The school district.

(3) Services provided shall be culturally and linguistically appropriate to the populations served.

(4) Services may include, but need not be limited to, family

counseling, day care, respite care, teaching and demonstrating homemakers, family workers, transportation, temporary in-home caretakers, psychiatric evaluations, health services, multidisciplinary team services, and special law enforcement services.

(5) Applicant agencies shall demonstrate the existence of a 10 percent cash or in-kind match, other than funding provided by the State Department of Social Services, that will support the goals of child abuse and neglect prevention and intervention.

(6) Funding shall be used to supplement, but not supplant, child welfare services authorized pursuant to Chapter 5 (commencing with Section 16500) of Part 4.

(7) Training and technical assistance shall be provided by private, nonprofit agencies to those agencies funded to provide services under this article. Training and technical assistance shall encompass all of the following:

(A) Multidisciplinary approaches to child abuse prevention, intervention, and treatment.

(B) Facilitation of local services networks.

(C) Establishment and support of child abuse councils.

(D) Dissemination of information addressing issues of child abuse among multicultural and special needs populations.

(8) Priority for services shall be given to children who are at high risk, including children who are being served by the county welfare departments for being abused and neglected and other children who are referred for services by legal, medical, or social services agencies.

(9) Service to minority populations shall be reflected in the funding of projects.

(10) Projects shall clearly be related to the needs of children, especially those 14 years of age and under.

(b) In a county that has established a multidisciplinary council, the council shall be utilized to provide recommendations to the board of supervisors for the funding processes and priorities.

(c) Each county shall monitor the projects it funds. The Office of Child Abuse Prevention shall monitor innovative and training and technical assistance projects funded pursuant to this article.

(d) The State Department of Social Services shall allocate funds appropriated pursuant to this article, based upon criteria that reflect the reported number of abused and neglected children in a county, such as police reports, including reports to the Criminal Identification and Information Branch of the Department of Justice, reports made to child protective services, or other public reports that indicate a need for services. Rural counties shall be provided a base allocation of fifty thousand dollars (\$50,000) per county. For purposes of this subdivision, "rural county" means a county with a population of less than 125,000.

(e) The State Department of Social Services shall develop a reporting instrument relevant to both urban and rural areas, that shall reflect recognized potential abuse factors, such as unemployment levels, by percentage, drug and alcohol abuse, and teenage birth rates. This instrument shall be approved after consultation with the appropriate state level advisory committees, legislative committees, and private nonprofit agencies operating statewide in the area of child abuse and neglect prevention. This instrument shall be used to develop future reports regarding the potential for child abuse and neglect.

Exhibit B

Promoting Safe and Stable Families (PSSF) Requirements

CALIFORNIA CODES
WELFARE AND INSTITUTIONS CODE
SECTION 16600-16605

16600. (a) The department shall administer the Family Preservation and Support Program. The program shall meet the requirements established in Sections 430 to 435, inclusive, of the federal Social Security Act (Subpart 2 (commencing with Section 629) of Part B of subchapter 4 of Chapter 7 of Title 42 of the United States Code). Program functions shall be performed by other agencies as required by law, by delegation of the department, or by cooperative agreements.

(b) Notwithstanding Section 10103, the department may retain and not pass on to the counties up to 15 percent of federal Family Preservation and Support Program funds for the purposes of state administrative costs incurred on or after October 1, 1993, including planning, monitoring, evaluation, training and technical assistance, or projects of statewide significance. Funds spent on projects of statewide significance shall be allocated in a way to ensure integration into the needs identified by the receiving counties. The department shall review and prioritize needs identified by counties in determining projects of statewide significance.

16601. (a) Family support services shall include those services that are primarily community-based preventive activities designed to alleviate stress and to promote parental competency and behavior that will increase the ability of families to successfully nurture their children, to enable families to use other resources and opportunities that are available in the community, to create supportive networks that enhance childrearing abilities of parents, and to help compensate for the increased social isolation and vulnerability of families.

(b) Family support services include, but are not limited to, an array of activities, such as home visitation, informal interactions in drop-in centers, parent education, information and referral service, family counseling services, respite care for parents and other caregivers, early development screening of children to assess the needs of these children and assistance in obtaining specific services to meet their needs, mentoring, literacy services, and health education for youth and parents.

16602. (a) Notwithstanding Section 16500, each county that chooses to participate in the Family Preservation and Support Program shall establish a local planning body and develop county plans as required by the department. The board of supervisors shall oversee the local planning process and approve each county plan before it is transmitted to the department for approval.

(b) Notwithstanding Section 16500, the county welfare department

shall act as the county lead administrative agency to carry out the day-to-day planning activities. The county welfare department shall distribute and account for the program funds allocated to the county.

16604. (a) Not less than 50 percent and not more than 75 percent of the program funds spent on services each year by each county shall be spent on family support services.

(b) Not less than 25 percent and not more than 50 percent of the program funds spent on services each year by each county shall be spent on family preservation services.

16604.5. When preparing their needs assessments and plans to implement the federal Family Preservation and Support Act (Sections 430 to 435, inclusive, of the Social Security Act (Subpart 2 (commencing with Section 629) of Part B of Subchapter 4 of Chapter 7 of Title 42 of the United States Code), as contained in the Omnibus Reconciliation Act of 1993 (Public Law 103-66)), counties shall consider providing an in-home assessment of substance-exposed infants after release from a hospital, as part of the protocols of Section 123605 of the Health and Safety Code. These assessments may be funded through the Family Preservation and Support program to the extent they are identified in a county's needs assessment and are part of a county's program plan, and federal Family Preservation and Support Act funds are available for this purpose.

16605. (a) The department shall, subject to the availability of funds appropriated therefor, conduct a Kinship Support Services Program that is a grants-in-aid program providing startup and expansion funds for local kinship support services programs that provide community-based family support services to relative caregivers and the children placed in their homes by the juvenile court or who are at risk of dependency or delinquency. Relatives with children in voluntary placements may access services, at the discretion of the county.

(b) The Kinship Support Services Program shall create a public-private partnership. A combination of federal, state, county, and private sector resources shall finance the establishment and ongoing operation of the program.

(c) The counties participating in the program shall meet the following requirements:

(1) Have 40 percent or more of dependent children in relative care placements.

(2) Have a demonstrated capacity for collaboration and interagency coordination.

(3) Have a viable plan for ongoing financial support of the local kinship support services program.

(4) Utilize relative caregivers as employees of the program.

(5) Have strong and viable public or private agencies to operate the program.

(d) The Kinship Support Services Program shall demonstrate the use of supportive services provided to relative caregivers and children placed in their homes using a community-based kinship support services model. This model shall provide services to relative caregivers that are aimed at helping to ensure permanent

family kinship placements for children who have been placed with them by the juvenile court, and to provide family support services that will eliminate the need for juvenile court jurisdiction and the provision of services by the county welfare department.

(e) The program shall provide family support services appropriate for the target populations. These services may include, but are not limited to, the following:

(1) Assessment and case management.

(2) Social services referral and intervention aimed at maintaining the kinship family unit, for example, housing, homemaker services, respite care, legal services, and day care.

(3) Transportation for medical care and educational and recreational activities.

(4) Information and referral services.

(5) Individual and group counseling in the area of parent-child relationships and group conflict.

(6) Counseling and referral services aimed at promoting permanency, including kinship adoption and guardianship.

(7) Tutoring and mentoring.

(f) The Edgewood Center for Children and Families in San Francisco or any other appropriate agency or individual approved by the department in consultation with the Statewide Kinship Advisory Committee shall provide technical assistance to the Kinship Support Services Program and shall facilitate the sharing of information and resources among the local programs.

(g) For the 2001-02 fiscal year, the department shall give priority in the grants-in-aid program to counties that have participated in the Kinship Support Services Program prior to the 2001-02 fiscal year or to counties that have received technical assistance and training related to that program, but no funding for program services.

(h) A county shall not become ineligible for grant funds due to a reduction in the percentage of relative care placements.

EXHIBIT "C"

El Dorado County

Department

of

Human Services

**Child Abuse Prevention, Intervention and Treatment (CAPIT),
Community-Based Child Abuse Prevention (CBCAP), and Promoting
Safe and Stable Families (PSSF)**

**Three-Year Plan
2005 -2008**

**County Liaison
Jan Walker-Conroy
3057 Briw Road
Placerville, CA 95667
(530) 642-7272**

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Planning Process

The County conducted a new local multi-disciplinary planning process for the State Fiscal Year (SFY) 2005-2008 program funding cycle. The County Self-Assessment and Self Improvement Plans of 2004 were taken into consideration by the committee.

Competitive Bid Process for Service Delivery/ Allocation of Revenue

The CAPIT/CBCAP/PSSF County liaison works with the County Purchasing Department to develop the request for proposal (RFP) for the three-year CAPIT/CBCAP/PSSF cycle. Submitted proposals are reviewed by a team composed of representatives from a variety of service-oriented agencies and the El Dorado County Office of Procurement and Contracts. The lowest responsible bidder(s) whose proposals most closely match the service needs as identified in this document are recommended to the Board of Supervisors to receive CAPIT/CBCAP/PSSF contracts. Priority will be given to non-profit agencies with demonstrated effectiveness in child abuse and neglect prevention and those who submit evidence of broad-based community support.

Goals/Outcomes/Evaluation

El Dorado County's child abuse prevention goals reflect the state and federal outcomes.

The contractor(s) and any subcontractor(s) will be required to conduct or participate in engagement, short-term, intermediate, and long-term outcomes activities.

Engagement outcomes include client satisfaction and promoting public awareness of the availability of child abuse prevention services.

Short term outcomes will be assessed by the contractor(s) at intake and again at discharge to determine changes in knowledge, attitude, skills, and aspirations.

Intermediate Outcomes will be assessed by the contractor(s) reflecting changes in applied skills and behavior.

Long-term outcomes will be tracked by the El Dorado County Department of Human Services and will be reflected in various County reports. These reports will

Child Abuse Prevention Council (CAPC)/ Promoting Safe and Stable Families (PSSF) Collaborative Bodies

El Dorado County's Child Abuse Prevention Council was established by the Board of Supervisors on April 9, 2002 and acts as an independent entity within county government. The CAPC is a community driven, multi-disciplinary collaborative made up of consumers and representatives from public/private agencies. The CAPC is dedicated to integrating prevention/family support activities as a means of improving child and family well-being. The CAPC also acts as the County's PSSF Planning Body. Its official functions are to:

- Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases
- Promote the public awareness of child abuse and neglect and the resources available for intervention and treatment
- Encourage and facilitate training of professionals in detection, treatment, and prevention of child abuse and neglect
- Recommend improvements in services to families and victims
- Encourage and facilitate community support for child abuse and neglect programs
- Serve as the County Children's Trust Fund Commission

The CAPC has successfully recruited new members and currently has a full board of fifteen (15) members, consisting of community/parent representatives and representatives from the following organizations:

- Court Appointed Special Advocate (CASA)
- Tahoe Youth & Family Services
- Early Care and Education Planning Council
- El Dorado County Department of Human Services
- El Dorado County Office of Education
- El Dorado County Public Health Department
- First 5 El Dorado
- New Morning Youth and Family Services

- Parent Surveys
- Public Forums
- Interviews with Key Informants (including early care and education professionals)
- Quantitative Data/Statistics
- Other El Dorado County Needs Assessments

The *First Five El Dorado 2003-2006 Strategic Plan* provides an in-depth review of county demographics and identifies unmet county needs inclusive of child abuse and neglect prevention.

In addition to the *First Five El Dorado 2003-2006 Strategic Plan*, the County Self-Assessment and the September 2004 System Improvement Plan (SIP) was used to identify needs to be addressed in this plan.

Description of Services to be Provided

El Dorado County Department of Human Services has begun to implement Differential Response. The Department refers at-risk families who do not meet intervention criteria to CAPIT/CBCAP/PSSF contractor(s) for child abuse prevention services. The Department will continue to expand the program over the next three years in phases. Phase I serving low risk families has been implemented. Phase II serving moderate risk families will be implemented during the upcoming year.

Several meetings were held in the community to define services needed for 2005-2008. Support of the County's SIP was considered. Services have been tied to the Needs Assessment and to the federal and state Outcomes listed below.

Outcome	Description
1	Children are, first and foremost, protected from abuse and neglect.
2	Children are safely maintained in their homes whenever possible and appropriate.
3	Children have permanency and stability in their living situations without increasing entry into foster care.

strengthen and support one another. They work toward removing barriers and improving child/family welfare by providing out-stationed services and making home visits to reach families in isolated areas. They offer flexible hours to accommodate clients' schedules. They also employ bicultural and bilingual staff, reducing communication barriers. This collaboration works well in that these agencies are able to provide more comprehensive services and avoid duplication of services. Rather than competing against each other for funding, they work in harmony to share the money, plan activities, and coordinate the services delivered county-wide. They use a variety of funding streams to support this endeavor, including Child Abuse Prevention, Intervention, and Treatment (CAPIT), Community-Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF).

The following are multi-disciplinary teams in El Dorado County and their purpose:

- **Wraparound Family Teams**

These teams are made up of family members, close friends, neighbors, spiritual leaders, teachers, service providers, volunteers, social workers, probation officers, and mental health providers. They determine the strengths and weaknesses of children/families and develop strategy of services necessary to keep families together.

- **Placement Team**

Membership includes representatives from Child Protective Services, Mental Health, Probation, and the County Office of Education. This team reviews children's needs to determine the most appropriate placement environments.

- **CPS Field Service Project**

This project places a Public Health nurse in CPS. The nurse works with CPS social workers to provide a collaborative approach to visiting children who are in, or referred to, the foster care system. The nurse works with community resources and health-care providers to furnish a skilled professional assessment, case finding, care coordination, intensive informing, support and referral that increases access to care for at-risk target populations.

- **School Attendance Review Board (SARB)**

This Board is composed of representatives from various youth-serving agencies, to help truant or recalcitrant students and their parents or guardians solve school attendance and behavior problems through the use of available school and community resources. The goal of SARB is to keep students in school and provide them with a meaningful educational experience.

- **Juvenile Drug Court Program**

This team addresses the needs of non-violent juveniles for whom the primary basis of delinquent behavior is drug/alcohol abuse and develops treatment strategies. The team includes Juvenile Court, Probation, attorneys, and treatment professionals.

- **Dependency Drug Court**

This program provides extensive drug treatment to the parents of our dependent minors and operates through our Juvenile Court. Teams include members from Public Health, drug and alcohol assessment specialists, Commissioners, CPS social workers, attorneys and drug treatment professionals.

Approximately ten (10) percent of the children age 0-5 in El Dorado County qualify for special needs services. The most severe needs of this population are being identified and served and as such are not targeted in this plan.¹

There are no PSSF services being provided in El Dorado County to insure children receive appropriate services to meet their educational needs (Outcome 6), as this concern was not identified as a need in our community during the planning process. El Dorado County has other community resources to insure that children received services to meet their educational needs including a SARB, a foster care/school advocate, Individual Education Plan (IEP) process and a placement committee which includes education representation. These processes help to assure that the educational needs of all our youth, including foster youth, are met within the community.

The coordination of Multi-Disciplinary Teams (MDTs) has been identified as a critical need in the community. The El Dorado County Department of Human Services will use CBCAP funds to coordinate MDTs.

The El Dorado County Department of Human Services is a full scope licensed Adoption agency. PSSF Adoption funds will be used by the Department to provide services to promote and support Adoption including, but not limited to:

- Early Home Visits
- Concurrency Planning
- Recruitment of Adoptive Parents

All services identified under PSSF funding in Table 2 below are targeted to at-risk children and their families. Services should include, but are not limited to²:

¹ *First Five El Dorado 2003-2006 Strategic Plan*

² Outcome 6 has no applicable PSSF services (addressed under Description of Services above)

Description of Service	CAPIT	CBCAP	PSSF Family Preservation	PSSF Family Support	PSSF Time Limited Family Reunification	PSSF Adoptions	Outcome Number	Location (page #) in Needs Assessment or Included in SIP	Service Site
Family Parenting Education using an evidence based practice with specific outcomes	X	X	X	X			1,5	4	Offices, Schools, Home
Family therapy (as opposed to individual therapy)	X	X	X	X			1,2,3,4,5,7	60, 69	Offices, Home
Substance Abuse Counseling/Treatment (with comprehensive family counseling and including home visits)	X	X	X	X			3,5	23, 30, 31, 34, 44, 52, 62	Offices, Schools, Hospitals
Therapy for children ages 0-5	X	X	X	X			1,2,3,7	60, 69	Offices, Home
Parenting Classes (including home visits)	X	X	X	X			1,2,5	4	Offices, Home
Anger Management (comprehensive family/home visits)	X	X	X	X			1,2,5	49	Offices, Home
Aftercare—non-reoccurrence	X	X	X	X			2,3,5	69, SIP	All sites
Comprehensive Sexual Abuse Treatment (individual and family—include ages 0-5)	X	X					3,5,7	60	Offices
Domestic Violence/Family Violence services (no direct services)	X						1,2,5	31, 52	All sites
Multi-Disciplinary Teams coordinated by the Department of Human Services		X					1,3	SIP	Offices
Shelter for at-risk children				X			1,7	52	Shelter
Children's Resource Team (separate for SLT)				X			1	SIP	Offices
Services for Pregnant and Parenting Teens	X		X	X			1,5	60	Schools, Offices, Home

The county expects to allocate PSSF funds as follows:

Service Type	Percentage of Allocation
Family Preservation	25%
Family Support	25%
Adoption Promotion and Support	25%
Time-Limited Family Reunification	25%

Table 3

Planning Process

The County conducted a new local planning process for the SFY 2005-2008 program funding cycle. The County Self-Assessment and Self Improvement Plans of 2004 were taken into consideration by the committee. The planning process was multidisciplinary and included parent/consumers, members of the El Dorado County Child Abuse Prevention Council, which also serves as the PSSF collaborative, local government agencies and officials, practitioners and representatives from local organizations. A list of representatives is attached.

Competitive Bid Process for Service Delivery/ Allocation of Revenue

The County has extended existing CAPIT/CBCAP/PPSF contracts in effect as of June 30, 2005, for a maximum of one year as allowed in CDSS ACIN I-25-05.

Upon approval of funding, the CAPIT/CBCAP/PSSF County liaison submits a written request to Purchasing identifying the project in general terms, identifying the funding, and the projected timeframe for the project. The CAPIT/CBCAP/PSSF County liaison works with the County Purchasing Department to develop the request for proposal (RFP) for the three-year CAPIT/CBCAP/PSSF cycle. The RFP is published in the local newspaper and on the County web site. RFP's are also sent out to a list of known bidders. On the date established in the RFP, the proposals are opened in public in the Purchasing Division. This information is also available to the public who may inquire during the evaluation process.

- Children have permanency and stability in their living situations without increasing reentry to foster care
- The family relationships and connections of the children served by the CWS will be preserved, as appropriate.
- Youth emancipating from foster care are prepared to transition to adulthood.

Outcomes

The contractor(s) and any subcontractor(s) will be required to conduct or participate in engagement, short-term, intermediate, and long-term outcomes activities as follows:

Engagement Outcomes

In an effort to promote public awareness of the availability of child abuse prevention services, recruitment efforts will be made in various ways, including but not limited to:

- Local newspapers
- Presentations to business, service clients, and schools
- Movie theaters

The success of recruitment efforts will be measured by the number of times that awareness efforts are made. This information will be provided monthly by the contractor(s).

Information regarding client satisfaction will be collected by contractors(s) and subcontractor(s). Client satisfaction outcomes gathered will include but not be limited to:

- The percentage of clients who developed trust in the staff
- The percentage of clients who felt welcome at the program
- The percentage of clients voluntarily attending programs

Data will be compiled/reviewed by the contractor(s) and submitted to the County liaison at least quarterly. This information will be analyzed and included in the annual report to OCAP.

Short-Term Outcomes

- Substance abuse rates
- Teenage Pregnancy rates
- Family Poverty rates

Evaluation

The process of CAPIT, CBCAP, and PSSF service and outcome evaluation may be provided through several methods:

- Team review
- Evaluation of data
- Client satisfaction surveys
- Clients assessments (e.g. pre- and post-tests)
- Various assessment tools including:
 - Child Behavior Checklist (CBC)
 - Substance Abuse Subtle Screening Inventory (SASSI)
 - Material Social Support Index (MSSI)
 - Adult-Adolescent Parenting Inventory (AAPI-2)
 - General Health Assessment
 - Centers for Epidemiological Studies – Depression (CES-D)
 - Client Satisfaction Questionnaire (CSQ-8)

County CAPIT/CBCAP/PSSF Program Accountability and Oversight

Quality assurance will be monitored in several ways:

- Subcontractor(s) will provide monthly and/or quarterly written reports to the contractor(s). The contractor(s), in turn, will provide monthly and/or quarterly written reports to the Child Abuse Prevention Council and the El Dorado County Department of Human Services.
- The El Dorado County Department of Human Services will complete site visits to contractors) and subcontractor(s) no less than once a year and will write reports of these site visits.
- The El Dorado County Department of Human Services will collect aggregate data from contractors, compile and analyze data to ensure program compliance, and prepare required reports.
- The CAPIT/CBCAP/PSSF County liaison will meet all established report due dates.

Attachment A—Notice of Intent

State of California – Health and Human Services Agency California Department of Social Services

NOTICE OF INTENT FOR EL DORADO COUNTY (SFY 2005 – 2008)

The undersigned agrees that the county intends to contract or not contract with public or private nonprofit agencies to provide service, in accordance with Welfare and Institutions Code (W&I C) Article 4 (Section 18960, et. seq.) and family support services, in accordance with W&I C, Section 16600, et.seq.

In addition, the undersigned assures that allocations made by the County under the Child Abuse Prevention, Intervention and Treatment, Community Based Child Abuse Prevention, and Promoting Safe and Stable Families (supportive services) Programs will be used in the development, implementation, expansion or enhancement of a local network of child abuse prevention programs.

Please check the appropriate box.

- The County intends to contract with public or private nonprofit agencies to provide primary prevention services.
- The County does not intend to contract with public or private nonprofit agencies to provide primary prevention services.

The County Board of Supervisors designates El Dorado County Department of Human Services as the public agency to administer the combined Child Abuse Prevention, Intervention and Treatment, Community Based Child Abuse Prevention, and Promoting Safe and Stable Families (supportive services) Programs. Co-Agencies may be designated, if deemed beneficial by the Board. **Note: W&I C, Section 16602 (b) requires that the local Welfare Department shall administer the PSSF program.**

In order to receive funding effective July 1, 2005, please sign and return the Notice of Intent within sixty (60) days of the date CDSS County Fiscal Letters (CFL) provide CAPIT and/or PSSF county planning or final allocations. (County CBCAP allocations will be released by OCAP under separate cover, as a lump sum, for deposit to the County Children's Trust Fund). Notices of Intent must be forwarded to:

California Department of Social Services
Office of Child Abuse Prevention
744 P Street, MS 11-82
Sacramento, California 95814

County Board of Supervisors Authorized Signature

Date

Print Name

Title

Attachment C—CAPC Bylaws

El Dorado County
**CHILD ABUSE PREVENTION COUNCIL
BY-LAWS**

ARTICLE I

PURPOSE

Pursuant to Chapter 12.5 Section 18980 of the Welfare and Institutions Code, the purpose of the Child Abuse Prevention Council (Council) is to coordinate the community's efforts to prevent and respond to child abuse.

ARTICLE II

FUNCTIONS

The functions of the Council shall include the following:

- Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases
- Promote the public awareness of abuse and neglect and the resources available
- Encourage and facilitate training of professionals in detection, treatment, and prevention of child abuse and neglect
- Recommend improvements in services to families and victims
- Encourage and facilitate community support for child abuse and neglect programs
- Serve as County Children's Trust Fund Commission
- Provide input for the County's CBFRS, CAPIT AND FSSP Plans.

The Council shall comply with the system for new appointments, resignations, and replacements specified by the El Dorado County Board of Supervisors. The Membership shall then vote on nominees to forward to the BOS for appointment to the Council.

Section 4. Resignation

Any member may resign by giving written notice to the Chair. Any such resignation shall take effect at the date of the receipt of such notice or any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Attendance

A Membership seat will be considered vacant when any Member misses 3 meetings in a row, or 4 meetings in one year. A leave of absence will be considered upon the request of a Member and will be reviewed by the Executive Committee with a recommendation to the full membership for appropriate action.

Section 6. Removal

Any Member may be removed or suspended from his or her appointment for the good of the Council on the recommendation of a majority of the Membership and approval by a majority vote of the members in attendance at a regular or special meeting of the members.

ARTICLE IV

VOTING

Section 1. Voting Requirements and Procedures

Each member of the Council shall have one vote. Each member must be present in person to vote and no proxies are to be recognized. However, correspondence germane to the agenda from absent members is to be read and considered as part of the discussion.

Section 1. Liaisons

The Liaisons to the Board of Supervisors and the Department of Social Services shall be ex-officio members of the Council without voting powers.

Section 2. Officers

The officers of the Council shall consist of:

- Chair
- Vice-chair
- Secretary
- Treasurer

These officers shall be selected by majority vote from the Membership present at the June meeting of the Council and shall serve for one calendar year. Officers may be re-elected. It shall be the duty of the chair and/or vice-chair to call meetings, set the agenda, oversees committee assignments, and preside over meetings of the Council. The vice-chair will assume these duties of the chair in his/her absence.

ARTICLE VII

COMMITTEES

Section 1. Committees

The Council shall establish additional committees on either a permanent (standing) or temporary (ad hoc) basis to address issues and concerns. The Council shall review the scope and purpose of these committees at least annually. Standing committees shall meet in accordance with the Brown Act.

Section 2. Executive Committee

The Executive Committee shall consist of the Officers of the Council and is considered a standing committee. Every effort should be made to assure that a parent/primary caregiver is a member of the executive committee. It shall be the

ARTICLE X

AMENDMENT TO BY-LAWS

Section 1. Amendment to By-Laws

Changes/suspension to the By-Laws shall be by motion and shall require an affirmative, recorded vote of a majority of the members of the Council. When adopted, such changes/suspensions shall be recommended to the El Dorado County Board of Supervisors for their review and approval.

SERVICES and SERVICE PROVIDER(S):	PROJECTED GOALS		ACTUAL OUTCOMES							
	*Funding(\$)/ Percent of funding	Total Number of Clients to be served			Total number of clients completing services					
		Children		Adults	Families	Children			Adults	Families
		0-5	6-18	w/disabilities		0-5	6-18	w/disabilities		
El Dorado County Department of Human Services Adoptions Services	<u>PSSF/ Adoptions</u> \$29,265.50/ 25%	15	5	6 of 0-5 1 of 6-18	35	20				
El Dorado County Department of Human Services MDT Coordination	<u>CBCAP</u> \$8495.00/ 74%	The El Dorado County Department of Human Services will use CBCAP funds to coordinate Multi-Disciplinary Teams.								

Pursuant to the required RFP for El Dorado County, the county's allocation less administrative costs, funds to strengthen CAPC, adoption (CAPIT @ \$42,500; CBCAP @ \$3,000; and PSSF @ \$87,796.00) was awarded as follows:

NEW MORNING YOUTH & FAMILY SERVICES:	CAPIT								
Ongoing therapy for families who are participating in the	\$3,400.00/ 5%	1	1	2	2				

SERVICES and SERVICE PROVIDER(S):	*Funding(\$)/ Percent of funding	PROJECTED GOALS						ACTUAL OUTCOMES									
		Total Number of Clients to be served						Total number of clients completing services									
		Children			Adults			Children			Adults						
		0-5	6-18	w/disabilities	0-5	6-18	w/disabilities	0-5	6-18	w/disabilities	0-5	6-18	w/disabilities				
NEW MORNING YOUTH & FAMILY SERVICES: Ongoing therapy for families who are participating in the Differential Response Program	<u>CBCAP</u> \$3000.00/ 26%	0	1				1	1									
NEW MORNING YOUTH & FAMILY SERVICES: Emergency shelter for children court-ordered into custody and referred with a placement agreement by El Dorado County CPS	<u>PSSF/ Time-Limited Family Reunification</u> \$22,827.00/ 19% <u>PSSF/ Family Preservation</u> \$6145.00/ 5%	0	19				N/A	N/A									

SERVICES and SERVICE PROVIDER(S):	*Funding(\$)/ Percent of funding	PROJECTED GOALS						ACTUAL OUTCOMES									
		Total Number of Clients to be served						Total number of clients completing services									
		Children		Adults	Families	Children		Adults	Families	Children		Adults	Families				
0-5	6-18	w/disabilities	0-5			6-18	w/disabilities										
TAHOE YOUTH & FAMILY SERVICES: Family Assessment provided for families referred by El Dorado County CPS to the Differential Response Program	<u>CAPIT</u> \$1,700.00/ 3%	4	5	13	9												
TAHOE YOUTH & FAMILY SERVICES: Case management of families who are participating in the Differential Response Program	<u>CAPIT</u> \$850.00 / 1%	3	3	8	6												

SERVICES and SERVICE PROVIDER(S):	*Funding(\$)/ Percent of funding	PROJECTED GOALS						ACTUAL OUTCOMES					
		Total Number of Clients to be served						Total number of clients completing services					
		Children		Adults	Families	Children		Adults	Families				
0-5	6-18	w/disabilities				0-5	6-18	w/disabilities					
their family of origin													
SOUTH LAKE TAHOE WOMEN'S CENTER: Ongoing bilingual/bicultural Home Visiting for Spanish-speaking Latino families referred by El Dorado County CPS who are participating in the Differential Response Program, in CPS's Voluntary Family Maintenance Program, and for families whose children are at risk of being abused	<u>PSSF/ Family Support</u> \$18,437.00/1 6%	10	10				26	20					

SERVICES and SERVICE PROVIDER(S):	*Funding(\$)/ Percent of funding	PROJECTED GOALS						ACTUAL OUTCOMES					
		Total Number of Clients to be served						Total number of clients completing services					
		Children			Adults	Families	Children			Adults	Families		
0-5	6-18	w/disabilities				0-5	6-18	w/disabilities					
SOUTH LAKE TAHOE WOMEN'S CENTER: Ongoing therapy for families who are participating in the Differential Response Program	CAPIT \$2,550.00/ 4%	1	1				3	2					
SOUTH LAKE TAHOE WOMEN'S CENTER: Ongoing therapy for families whose children are at risk of abuse	CAPIT \$11,050.00/1 6%	4	4				11	8					

SERVICES and SERVICE PROVIDER(S):	*Funding(\$)/ Percent of funding	PROJECTED GOALS						ACTUAL OUTCOMES					
		Total Number of Clients to be served						Total number of clients completing services					
		Children			Adults	Families	Children			Adults	Families		
0-5	6-18	w/disabilities				0-5	6-18	w/disabilities					
EARLY CHILDHOOD COUNSELING CENTER: Ongoing therapy for families whose children are at risk of being abused	<u>PSSF/ Family Support</u> \$6,146.00/ 5%	5	0				6	5					
EARLY CHILDHOOD COUNSELING CENTER: Ongoing therapy for families who are participating in the Differential Response Program	<u>CAPIT</u> \$2,975.00/ 4%	4	0				6	4					

SERVICES and SERVICE PROVIDER(S):	*Funding(\$)/ Percent of funding	PROJECTED GOALS						ACTUAL OUTCOMES						
		Total Number of Clients to be served						Total number of clients completing services						
		Children			Adults	Families	Children			Adults	Families			
		0-5	6-18	w/disabilities			0-5	6-18	w/disabilities					
SOUTH LAKE TAHOE FAMILY RESOURCE CENTER: Ongoing bilingual/bicultural therapy for Spanish-speaking Latino families who are participating in the Differential Response Program	CAPIT \$850.00/ 1%	2	0				3	2						
SOUTH LAKE TAHOE FAMILY RESOURCE CENTER: Ongoing bilingual/bicultural therapy for Spanish-speaking Latino	CAPIT \$2,125.00/ 3%	4	0				6	4						

**Attachment D CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
OFFICE OF CHILD ABUSE PREVENTION CAPIT/CBCAP/PSSF COUNTY
PLAN/APPLICATION CHECKLIST (SFY 2005 – 2008)**

- A Notice of Intent form was completed and submitted to Office of Child Abuse Prevention (OCAP).
- The county Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) Programs three-year plan has been: developed by a team of stakeholders including the Child Abuse Prevention Council; developed using OCAP instructions (ACIN I-13-05) and includes the names, program titles, and mailing addresses of all stakeholders.
- The three-year plan contains all of the required elements as described in Attachment E of these instructions.
- The three-year plan is based on the county's recent needs assessment (within the last three years), which is attached as a complete or summarized document.
- The three-year plan describes the competitive process (Request for Proposals [RFP]) that will be used to select direct service providers.
- The three-year plan documents a review and approval by the Director of the public agency designated by the County Board of Supervisors to administer the CAPIT, CBCAP, and PSSF programs; the designated child abuse prevention council; and the designated PSSF collaborative. Authorized signatures are included.
- The three-year plan has been reviewed and approved by the County Board of Supervisors and a Board Resolution is attached to the plan.
- The County Board of Supervisors has prepared a Board Resolution or submitted an existing resolution establishing a commission, board or council to administer the County Children's Trust Fund (W&I C, 18965 et seq.) and the current Board Resolution is attached to the plan.
- The County Board of Supervisors has prepared a Board Resolution or submitted an existing resolution identifying the required independent Child Abuse Prevention Council (W&I C, 18980 et seq.) and the current Board Resolution is attached to the plan.

10.	Submits evidence of plan review/approval sign-off by the following key prevention partners: LGA, CAPC, parent consumers/former consumers, and a separate PSSF Collaborative, if appropriate.	X	Element Present	Element Not Present
B. Needs Assessment:				
1.	Is based on data collected within the last three years.	X		
2.	Clearly identifies unmet prevention needs within the county.	X		
3.	Identifies services that do not supplant current services provided with public funds.	X		
4.	Clearly identifies needs for minority populations.	X		
5.	Was used to provide recommendations regarding funding to the Board of Supervisors by the Child Abuse Prevention Council.	X		
6.	Includes the demographic indicators as outlined in the County Plan Instructions.	X		
C. Description of Services – Applicant:				
1.	Clearly describes the relationship between proposed prevention service strategies and identified child abuse prevention and other family support needs.	X	Element Present	Element Not Present
2.	Demonstrates priority for funding will be to prevention services.	X		
3.	Clearly identifies how services will be delivered for special needs children and their families.	X		
4.	Describes how services will not supplant existing publicly funded programs and services.	X		
5.	Describes how services are prioritized to children at high risk of abuse and neglect.	X		
6.	Describes how services are related to the needs of children under the age of 14.	X		

5.	Indicates long-term outcomes to be employed.	X	
6.	Indicates how outcomes are directly related to the needs assessment.	X	
F. Quality Assurance – Applicant:			
1.	Describes the process for program oversight.	Element Present	Element Not Present
2.	Describes a process to assess client satisfaction.	X	
3.	Indicates assigned liaison and indicates their responsibilities in this capacity, including collecting and analyzing data, preparing required reports, dissemination of prevention/family support information.	X	
G. Fiscal/Administrative/Budgets - Applicant:			
1.	Ensures the electronic capacity of sub-contractors.	Element Present	Element Not Present
2.	Submits an expenditure plan that is comprehensive for CAPIT, CBCAP, and PSSF Funding.	X	
3.	Identified funds for liaisons and consumers to attend meeting, conference and training events.	X	

*

Member	Program Title	Mailing Address
Darryl Keck	<i>EDC Mental Health, Program Manager, Children's Services</i>	<i>344 Placerville Drive, Suite 20 Placerville, CA 95667</i>
Cathy Bean	<i>CAPC Member - El Dorado County Office of Education</i>	<i>6767 Green Valley Road Placerville, CA 95667</i>
Debra McCarthy	<i>New Morning Youth and Family Services</i>	<i>6765 Green Valley Road Placerville, CA 95667</i>
Mark Contois	<i>DHS – Program Manager, CPS</i>	<i>3057 Briw Road Placerville, CA 95667</i>
Betsy Fedor	<i>Sierra Recovery Center – SLT</i>	<i>972-B Tahoe Blvd South Lake Tahoe, CA 96150</i>
Valerie Rudd	<i>EDC Public Health, SLT</i>	<i>1360 Johnson Blvd, Suite 103 South Lake Tahoe, CA 96150</i>
Delicia Spees	<i>Family Resource Center, SLT</i>	<i>3501 Spruce Avenue South Lake Tahoe, CA 96150</i>
Jan Walker-Conroy	<i>DHS – Assistant Director</i>	<i>3057 Briw Road Placerville, CA 95667</i>
Cathy Watson	<i>Court Appointed Special Advocate (CASA)</i>	<i>459 Main Street Placerville, CA 95667</i>
Nancy Housel	<i>RN - Marshall Hospital</i>	<i>Marshall Way Placerville, CA 95667</i>
Moirhian Martin	<i>DHS – Supervisor, CPS</i>	<i>981 Silver Dollar South Lake Tahoe, CA 96150</i>

Michael Ungeheuer munger@co.el-dorado.ca.us Public Health Dept. of El Dorado County	931 Spring St. Placerville, CA 95667 530.621.6108 phone 530.642.0892 fax	2002
Alissa Nourse alissa@tahoeyouth.org Tahoe Youth and Family Services	1021 Fremont Ave South Lake Tahoe, CA 96150 530.541.2445 phone 530.541.0517 fax	April 2005
20% Public CWS; CWD; Criminal Justice; law enforcement, district attorney, courts, coroner		
Wendy David casalt@d-web.com CASA South Lake Tahoe	P.O. Box 13070 South Lake Tahoe, CA 96151 530.573.3072 phone 530.541.5932 fax	May 2003/ May 2005
Kim Nida knida@ci.placerville.ca.us Placerville Police Department	730 Main Street Placerville, CA 95667 530.642.5210 phone 530.642.5258 fax	October 2004
Christine Amey Christine.amey@co.el-dorado.ca.us Children's Protective Services	3057 Briw Road Placerville, CA 95667 530.642.7277 phone 530.626.9060 fax	April 2005
20% Community representation; community volunteers, civic organizations, religious communities		
Ginger Swigart gswigart@pacbell.net First 5 El Dorado	4111 Creekside, Suite B Shingle Springs, CA 95682 530.672.8298 phone 530.672.8576 fax	2002
Elizabeth Blakemore eblakemo@edcoe.k12.ca.us Early Care and Education Planning Council	6787 Green Valley Rd. Placerville, CA 95667 530.295.2312 phone 530.295.1273 fax	May 2003
Melvin Outlaw mwo@internet49.com	P.O. Box 1044 El Dorado, CA 95623 530.621.2428 phone	May 2003
Liaisons to the Council (2)		
Judi Harkins bosfive@co.el-dorado.ca.us Board of Supervisors	330 Fair Lane Placerville, CA 95667 530.621.6577 phone 530.622.3645 fax	
Cathy Kinzel ckinzel@co.el-dorado.ca.us El Dorado County Dept. of Social Services	3057 Briw Rd. Placerville, CA 95667 530.642.7248 phone 530.626.9060 fax	

Attachment H—Needs Assessment

Growing Children One by One
Campaign for Kids



FIRST 5

EL DORADO

2003-2008

STRATEGY



Acknowledgements

FIRST5

First 5 El Dorado Children and Families Commission appreciate the contribution of the following individuals and organizations in updating the Strategic Plan.

- First 5 Commissioners who continue to support children and families.
- Parents, providers, and community members who attended the public forums and provided written surveys regarding concerns and issues that affect families in El Dorado County.
- Early care and education professionals who participated in interviews and offered informed perspectives regarding needs and strategies.
- Advisory Committee members who revised and provided comments on early versions of the needs assessment findings.
- Barbara Aved, Ph.D., MBA, a Proposition 10 Technical Assistance Center Consultant, who assisted in facilitating the Commission planning process and co-authored the Strategic Plan.
- Commission staff who co-authored the plan, provided editing, layout and design.



HIGHEST PRIORITY NEEDS

According to community sources—and validated to varying degrees by local data—more affordable child care, better access to preventive and primary health care services, parent education and parenting skills, mental health services, and transportation are the highest priority needs for young families in El Dorado County. Accordingly, community members and child development professionals encouraged the Commission to focus future grants on strategic initiatives that could make a long-term difference in these areas.

EVALUATION FINDINGS

First 5 El Dorado is guided by an increasing focus on outcomes, but understands that long-term results take time. During the Year One evaluation of 10 grants, a total of 1,800 individuals were reached, the majority of whom were parents. The evaluation contractor concluded that Commission funding has already allowed county-wide gaps to be filled, new populations to be served, new collaborations to be formed and supported, and systematic improvement in the quality of services provided to young children and families.

FUNDING HISTORY AND FISCAL PROJECTIONS

Since its inception, the Commission has made 68 direct service and mini-grants totaling \$5,284,284. The most common areas of intervention have been programs that offer a variety of family functioning and other types of support services for parents, followed by grants related to child care. Because so many of the programs were comprehensive in nature and the primary focus areas were fundamentally interrelated, multiple issues and interests have benefited. While the Commission will remain open to funding new opportunities and needs as they are identified, a specific proportion of its resources will be allocated to selected priority strategies.

Approximately \$1.5 million annually in Proposition 10 funds is expected to be available to El Dorado County through 2010. The actual funds available will be impacted by declining revenue estimated at 4.5% effective FY 01/02, changes in birth rates, and innovative approaches to maximizing funds.

STRATEGIC INITIATIVES

Based on identified priority needs and the results desired by the Commission, eight strategies are planned for Commission support, to be phased in from FY 2003-04 through FY 2005-06. The selected strategies meet all of the criteria the Commission believes are important for support. A total of \$1,905,000 will be allocated during the next three years to support eight strategies within the three focus areas to achieve the desired results.

- | | |
|--|--|
| ■ Universal Health Care | ■ Child Abuse Council |
| ■ Oral Health | ■ Affordable Child Care |
| ■ Financial Support for Healthy Families | ■ CARES Initiative |
| ■ Significant Mental Health Treatment | ■ Early Intervention for Special Education |

ROLE OF THE COMMISSION

The Act required each county to establish a commission of between 5 and 9 members to oversee implementation of the program. The nine First 5 El Dorado Commission members are:

- Chairperson, Debra Herr, R.N., P.H.N., M.A., District 4 Representative
- Vice-Chairperson, Gayle Erbe-Hamlin, M.P.A., Public Health Representative
- Clinton R. Collins, M.D., Sierra-Sacto Medical Society Representative
- Vicki L. Barber, Ed.D., Superintendent's Council Representative
- Kathleen Burne, LCSW, Mental Health Department Representative
- Helen Baumann, R.N., Board of Supervisors Representative, District 2 Representative
- Davia Weiner, Attorney, District 3 Representative
- Joyce DeWitt, B.S., District 5 Representative
- Lynn B. Lucas, M.Ed., District 1 Representative

The role of First 5 El Dorado is to identify issues and support the community in addressing the emotional, social, physical, and intellectual needs of young children and their families. This is accomplished through planning and allocation of Proposition 10 resources and implementation of an accountability process that ensures the desired outcomes are achieved. Consequently, one of the most important functions of the Commission is establishing goals and identifying strategies for meeting the needs of children prenatal and birth to age five in El Dorado County.

STRUCTURE OF THE COMMISSION

The Commissions' subcommittees meet on an as needed basis and the Commission meets regularly on the second Monday of the month. The website, www.cfc.ca.gov/eldorado/, posts county information, including a copy of the Strategic Plan.

The work of the Commission is carried out by the following staff:

- Steven M. Thaxton, M.Ed., Executive Director
- Beverly J. Korsen, Administrative Assistant
- Chris Pippard, M.S.W., Program Coordinator
- Ginger Swigart, School Readiness Coordinator

ROLE OF THE ADVISORY COMMITTEE

To create a more formal means for ongoing consultation with community experts and advocates about children's issues, the Commission established an Advisory Committee. Approximately 20 individuals, representing a broad base of expertise, participate in the Advisory Committee.

Guiding Principles

The Commission's work and decision-making are guided by the following principles:

- **Ensure a family-and community-centered approach with an asset-based focus.**
- **Practice cultural and ethnic sensitivity.**
- **Aim for sensitivity in geographic allocation of Proposition 10 resources.**
- **Fund programs in all Proposition 10 areas—healthy children, strong families, children learning and ready for school—and promote systems integration and collaboration.**
- **Apply results-based accountability in all projects, and measure annually and make future funding contingent upon results.**
- **Evaluate on multiple levels using process and outcome-based measures, and where possible assess trends county-wide to supplement other county data tracking and assessment efforts.**
- **Maximize collaborative relationships among existing services and organizations.**
- **Sustain projects with matched funding for decreased reliance on Proposition 10 funds.**
- **Maintain flexibility in funding, including options for rollover funding, mini- and planning grants, programs grants, and multi-year grants.**
- **Accrue funding for long-term sustainability of the Commission's mission, maximizing State and other funding opportunities.**



■ **Surveying parents to identify key needs and recommended solutions.**

Parent surveys were distributed in English and Spanish (Attachment 1 and 2) and sent to the nearly 70 organizations that have received a Commission grant with a request that they be distributed to program participants. Surveys were also sent to schools in the districts serving Pollock Pines, Pioneer, and Georgetown. Organizations took responsibility for distributing and collecting the surveys. While parents independently completed most of the 177 surveys, some were recorded by agency staff during parent interviews. Parents were asked to identify difficulties most often faced when raising young children and to identify additional programs or services the Commission could support in the community to help strengthen families.

■ **Interviewing various child health and development experts.**

Commissioners and staff identified thirteen individuals to offer informed perspectives regarding children's needs and available resources. These individuals had an ability to look broadly at the community and make suggestions for future strategic direction. The key informants participated in telephone interviews ranging from 20-65 minutes.

■ **Seeking guidance from the Advisory Committee.**

The Advisory Committee met twice during the drafting of the plan and provided feedback on the preliminary needs assessment findings. Their careful review and comments were beneficial to clarifying data and interpretation of results.

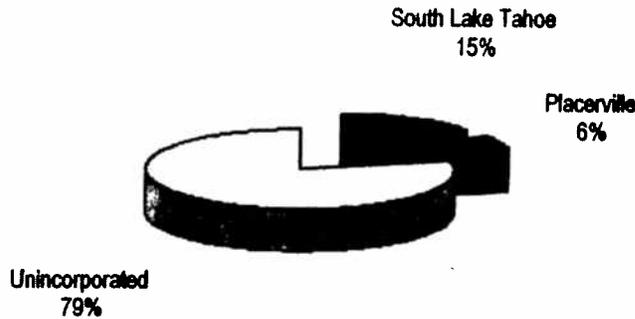
■ **Soliciting provider and community input through public comment at Commission meetings.**

To continue its commitment to an open dialogue and full consideration of strategic options, the Commission invited community input to a draft of the Plan and held a public hearing during its meeting on June 9, 2003 to solicit feedback. Community advocates and others shed additional light on service gaps, provided valuable comments about pockets of community need, and contributed to the priority-setting process.



Approximately 9,325 (5.7%) of the county's population in 2002 were children prenatal and birth to age five. The number of children greatly impacts the demand for schools, health care, and other services and facilities that serve children and their families.

Figure 1. Population by Cities and Unincorporated Areas



The County's median age has been on the rise for the last twenty years. In 1980, the median age was 31.4; in 2000, it increased to 39.4. While projections into 2010 indicate the growth in this population will continue,³ more than 26% of the county's population is expected be under age 19 in 2010 (Table 1).⁴ (South Lake Tahoe has a slightly younger population than the county as a whole; 6.6% of children in Tahoe are under 5 years of age compared to 5.7% county-wide).

Table 1. El Dorado County Population by Age Distribution 1998, 2000, and 2010 Projected

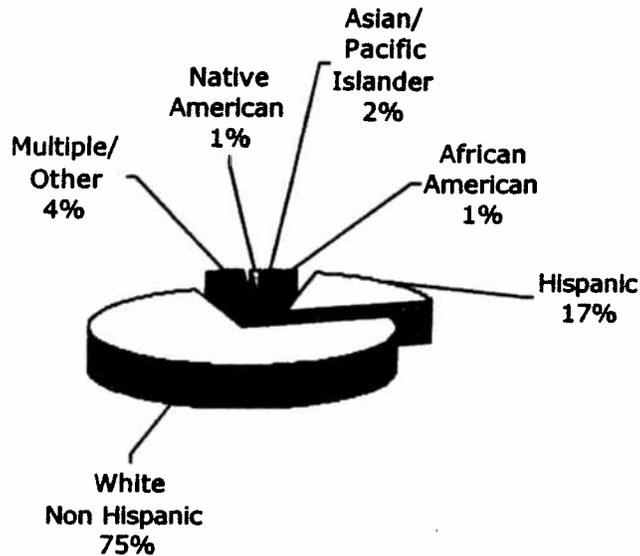
1998	151,737	19,870	22,855	17,287	20,415	27,398	17,818	11,806	10,078	4,230
2000	156,299	20,717	24,270	20,364	20,344	28,524	21,013	12,636	10,412	4,917
2010 (p)	215,155	28,118	27,849	29,514	29,715	26,550	31,074	22,885	11,853	7,597

Source: California Department of Finance, *County Population Projections with Age, Sex and Race/Ethnic Detail*.

Birth projections for El Dorado County (Table 2) show a slight but steady increase, reaching similar levels to those experienced in the early part of the previous decade.⁵ These estimates have implications for a wide range of children's services, ranging from prenatal care services to child development and education to family recreational activities. The increase in births is likely to be attributable to the county's overall growth in population size.

Similar to the California population in general, the proportion of children birth to 5 reflects the growing diversity of El Dorado County (Figure 2). For example, county-wide the Hispanic population is 9.3%, but for the birth to five age group it is 17%. Approximately 4% of this young age group was reported in the 2000 Census as multi-race.

Figure 2. Ethnicity of Children Ages Birth to Five, El Dorado County 2000



Source: U.S. Census Bureau, Census 2000

While the increasing diversity of El Dorado County enriches each community, it provides challenges to school systems to meet the English language and literacy needs. Data from the 2000 Census indicate that 10.1% of the county's population speaks a language other than English. Of these, 3.9% of the population county-wide and 15.8% in South Lake Tahoe speak English "less than very well."⁷ Spanish is the most common (90.2%) language spoken by the Limited English Proficient students in the El Dorado schools. This provides an opportunity for students and parents to be exposed to both English and Spanish throughout many communities.

Children who speak languages in addition to English may need time to acquire literacy skills in English and may face additional challenges in understanding the native or home language.⁸ Hispanic students are twice as likely as non-Hispanics to read below average in English.⁹ To assist children and families, literacy programs throughout the country have supported a variety of reading and literacy activities that encourage parents to read to their children.

Unemployment

Job growth and employment are considered to be measures of economic health. El Dorado County's wage and salary employment posted a cumulative growth of almost 26% from 1997-2001.¹¹ The County-wide unemployment rate in December 2002 was 4.8%. While lower than the state's, it has increased from 3.3% two years ago.¹² Several sub-county areas, such as the Georgetown Divide and the cities of Placerville and South Lake Tahoe, recorded higher unemployment than the county (Table 5). While California labor market estimates for sub-county areas assume that the rates of change in employment and unemployment since the Census are exactly the same as at the county level—which may not represent the current economic conditions if the assumption is not true—sub-county estimates nevertheless provide an *indication* of the range of unemployment for planning purposes.

Table 5. Unemployment Rate by Area, December 2002

Name of Area	Unemployment Rate
California	6.3%
El Dorado County	4.8%
Cameron Park	3.4%
Diamond Springs	5.1%
El Dorado Hills	1.8%
Georgetown Divide	7.5%*
Placerville	7.0%
Pollock Pines	5.9%
Shingle Springs	1.9%
South Lake Tahoe	6.4%

*Estimate calculated as an average of 5 zip codes that make up this sub-county area.

Source: Labor Market Information. California Employment Development Department.

Health Insurance Coverage

Although gains were made in the last decade in employment-based health insurance and more eligible children enrolled in the state's Medi-Cal and Healthy Families programs, the California Health Interview Survey estimated that approximately 16,000 persons in El Dorado County were uninsured in 2001. A slightly higher proportion of the uninsured were children.¹³ Based on these data, 71.3% of children were estimated to have job-based health insurance coverage and another 18.5% were covered with Medi-Cal or Healthy Families leaving a balance of 10.2% without any form of health insurance. Premiums and co-payment requirements, provider availability difficulties, lack of awareness, and a lack of understanding of how the program operates. This low enrollment is attributed to premiums and co-payment requirements. Less than one-half of the eligible families were enrolled in Healthy Families in El Dorado County as of December 2002.¹⁴



WHAT DO THE PUBLICLY AVAILABLE DATA TELL US ABOUT EARLY CHILDHOOD? WHAT DO THEY SUGGEST REGARDING PRIORITIES?

Data call attention to the important influences of prenatal and early care and to the importance of healthy early brain development. Developmental science provides evidence that a child's earliest experiences and relationships set the stage for how he or she manages feelings and impulses, relates to others, and succeeds in making the transition to school. First 5 El Dorado has increasingly focused on identifying community outcomes and quantifiable indicators of progress, and understanding data to take action to improve outcomes.

A number of commonly-accepted measures have been identified to quantify progress toward achieving goals. The measures most closely related to the Commission's result areas—Health and Well-Being, Strong Families, Children Learning and Ready for School—are described in this section of the Plan. The current status of these measures, or community indicators, for El Dorado County is summarized on the following page (Table 7). The table uses a direction of arrows to indicate improvement or deterioration of an indicator and its relative status to state averages. In many cases, El Dorado County residents fare better on average than California families living elsewhere.





The health of children is basic to their well-being and optimal development. Emotional development and academic learning are more closely intertwined with health in the early years than has been previously understood. Paying attention to the health and emotional status of young children has important implications for policy and practice strategies designed to promote well-being as well as school readiness.¹⁶ Indicators such as prenatal care, infant birth weight, and immunization provide us with an overall picture of children's health in El Dorado County.

Early Prenatal Care

Close to nine in 10 (86%) women residing in El Dorado County who gave birth in 2000 began prenatal care in the first trimester (Table 8). While this was a lower proportion than the national goal of 90%, this indicator is improving because of outreach and education efforts, and made El Dorado County 10th best among California's 58 counties in 2000.

Table 8. Live Births by Trimester Prenatal Care Began, El Dorado County, 2000

Area	Total					
		<i>First</i>	<i>Second</i>	<i>Third</i>	<i>No Care</i>	<i>Unknown</i>
El Dorado County	1,628	1,398 (86%)	189 (11.5%)	24 (1.5%)	8 (0.5%)	9 (0.5%)

Source: State of California, Department of Health Services, and Birth Records.

Births to Younger and Older Women

The proportion of births by age of mother has changed slightly, and mirroring statewide trends, decreased in the percentage of births to adolescents and increased slightly among older women (Table 9).

Table 9. Deliveries in El Dorado County by Mother's Age at Delivery, 1995-1999

1995	32	1.9	1,342	80.2	299	17.9
1996	20	1.3	1,262	81.3	271	17.5
1997	23	1.4	1,277	80.0	296	18.5
1998	23	1.4	1,290	79.4	312	19.2
1999	18	1.1	1,227	78.3	322	20.5

Source: California Inpatient Discharge Data, OSHPD. California Department of Finance Demographics.

Because infant mortality outcomes are increasingly rare, and small area estimates for smaller counties or zip codes are unstable, two additional measures of morbidity are useful for assessing infant health: the percent of non-normal newborns (Table 11), and the percent of newborns with a hospital stay exceeding 5 days after birth (defined as "a long length of stay.") On both measures, El Dorado County newborns fare slightly better than statewide averages.

Table 11. Number and Percent of Atypical Newborns by Ethnicity, California and El Dorado County, 2000

Ethnicity	California		El Dorado	
	N	%	N	%
Non-Hispanic Caucasian	49,196	25.8	466	22.9
Hispanic	58,958	25.0	74	23.6
African American	10,809	33.3	***	***
Native American	324	26.2	***	***
Asian	12,727	25.6	20	18.5
Other Race	3,771	27.4	***	***
Total	135,284	25.9	575	22.8

The percent of non-normal newborns is derived from the California patient discharge data published by the California Office of Statewide Planning and Development. Each newborn is assigned to one of seven Diagnosis Related Groups (e.g., full-term normal, full-term significant problems, premature significant problems....) Source: The California County Profile Reports, UC Berkeley Perinatal Improvement Program.

Breast-Feeding

The most recent data on in-hospital breast-feeding choices indicate that rate of breast-feeding initiation in El Dorado County increased between 1997 and 1998 (Table 12), a reflection of increased education and promotion efforts. In 1998, two-thirds (65%) of new mothers in the county chose to exclusively breast-feed and 89% breast-fed and supplemented with formula,¹⁷ indicating progress toward meeting Healthy People 2010 Objectives.

Immunizations

Immunization rates are a measure of family access to and use of preventive care services. For California, eight different vaccines are currently recommended, most with multiple doses, between birth and kindergarten. Over the last several years, up-to-date immunization rates have steadily increased in El Dorado County. Fall 2001, 89.3% of the total (2,083) kindergarten entrants had received the required immunizations.²¹ (An additional 6.6% were reported as conditional entrants, e.g. "personal beliefs exemptions," which did not require follow up). This is only a slightly lower percentage than the statewide average and Healthy People 2010 benchmark of 90%. The vaccine with the highest rate of non-compliance was Varicella, but it was only required by law as of July 1, 2001.²²

Completed immunization rates at the time of school entry do not indicate *timeliness* of immunizations. In 1999, the Shots for Tots "Provider Outreach Project" assessed immunization rates of toddlers in 11 private provider offices in El Dorado County. Utilizing the Center for Disease Control's CASA (Clinic Assessment Software Application) program, two nurse consultants ascertained the percentage of two-year-olds within each practice who were current with their immunizations. In each office a random sample of patients' charts (aged 24-35 months old) was made. In large practices up to 200 charts were reviewed, and in offices with less than 200 two-year old children all charts were reviewed. The Public Health Department and private providers used the same CASA program and guidelines.

In the private sector, the number of two-year olds who were up to date on their immunizations varied widely, with a range of 13% to 89% (average 47%). In the Public sector, rates were 61% to 64% (average 62.5%). Combined, only 55% of El Dorado County's toddlers were up to date.

The primary reasons for low immunization rates in El Dorado County include:

- ◆ Missed opportunities to immunize
 - Failure to give all required vaccines at a visit
 - Failure to use each visit as an opportunity to immunize
- ◆ Failure to document immunizations
 - Failure to record previous immunizations
 - Failure to record immunizations on an immunization history sheet
- ◆ Failure to use reminder/recall systems to get the patients into the office
 - Failure to start immunizations on time
 - Failure to get patients back into the office

Children enrolled in early care and education programs have higher rates of immunization. Reported immunization rates for children ages birth to five enrolled in the 61 child care centers in the County range from 94% to 97%.

Oral Health

Despite the advances in oral health science and the growing capacity of dental providers to prevent common pediatric diseases, dental caries (tooth decay) has become the most prevalent unmet health care need among American children. Tooth decay is the single most common chronic childhood disease—five times more common than asthma. More than 51 million school hours are lost each year to dental-related illness. Children in poverty suffer nearly twelve times more restricted-activity days than children from more affluent families. Pain and suffering due to decay can lead to problems in eating, speaking, and learning.

There are multiple causes of poor oral health and dental decay among children. The lack of affordable and accessible dental care, water that is not fluoridated (as in most of the communities in El Dorado County), and lack of awareness of the importance of oral hygiene in young children all contribute to the problem.

While it is difficult to accurately estimate the number of children who are in need of dental services in El Dorado County, needs assessments in other counties of low-income families determined that about 20% will have decay requiring treatment that could include surgery, and of these approximately 5% will need urgent care.²⁵

Asthma Among Children

Asthma is a chronic illness that can have serious health, quality of life, and economic consequences, and is a growing public health problem in California. Persons with low incomes or who live in rural areas are more likely to experience frequent asthma symptoms.²⁶ While El Dorado County's asthma-symptom prevalence is higher than the statewide average and highest for adults ages 18 and older, it is lower than the state and lowest for children 0-17 years. Mirroring trends in the region, El Dorado County's rates of hospitalization for asthma for children under age five have decreased, while hospitalization rates for older children slightly increased.²⁷

Early care and education services for children with disabilities or that accommodate children identified with special needs are generally difficult to obtain. A portion of CARES Program (Compensation and Retention Equals Stability) funds has been set aside as financial support to address local accessibility issues including infant care, serving children with disabilities and other early childhood issues. Currently, the Exceptional Child (ECE8) is being taught through Folsom Lake College, El Dorado Center in Placerville, and video conferenced in South Lake Tahoe through the County Office of Education. This one-semester will produce an additional 45 early childhood providers with the educational basis necessary to address the needs of children with disabilities.

Disabilities and chronic conditions, such as asthma, are also important issues in children's care because of their association with parental work absences and unemployment. Meeting children's health and developmental needs requires time off from work to accompany children to appointments, to care for sick children when necessary, and to have children with learning difficulties or behavioral problems evaluated, among many other responsibilities. Women transitioning from welfare to work have less paid leave and flexibility in their jobs, may lose wages or their jobs when taking time off to meet a child's health needs, and have a greater care-taking burden.³² Comparing to parents who have never received welfare, parents who have been on AFDC are significantly more likely to be caring for at least one child with a chronic condition (37% vs. 21%), according to a national study of welfare reform.³³

Children's Emotional and Mental Development

Children's emotional needs initially get met through their relationships with adult caregivers via reciprocal interactions involving giving and receiving love. This reciprocal interaction is also known as bonding, an interactive process that occurs through repeated daily interactions such as feeding, changing diapers, playing, bathing, rocking and exploring. Bonding involves emotionally-charged exchanges between children and those who care for them. If these emotional exchanges are love-based, the child learns to trust. If they are fear-based, the child learns to distrust.

Bonding involves specific kinds of interplay between the child and caregivers, such as eye contact, touch, holding, talking and singing and mirroring or recognizing the child's unique qualities. Secure bonding creates feelings of safety and predictability and forms the foundation for positive mental health.

Developments in brain research have provided new insights into why children are at risk for mental delay. Infants and children who are rarely spoken to, who are exposed to few toys and books, and who have little opportunity to explore and experiment with their environment often fail to fully develop the neural connections and pathways that facilitate later learning.³⁴ Parents who are preoccupied with a daily struggle to ensure that their children have enough to eat and are safe from harm may not have the resources, information, or time they need to provide the stimulating experiences that foster brain growth. Families that are experiencing the strain of poverty, substance abuse, domestic violence, or teen parenting may need extra resources that are not available through the home. The strong families indicators selected by First 5 El Dorado help in understanding how to keep communities accountable for all children.

Child Safety

Parent education on the importance of child safety can reduce the likelihood of unintentional injuries, or accidents. Injuries are the leading cause of death for California children over the age of one year.³⁵ Unintentional injuries can result in long-term deficits in cognition, behavioral, and motor functioning.

Because injuries are not tracked systematically unless they result in hospitalization or death, these hospital data only represent the most serious injuries among children. The hospitalization rates for unintentional injuries among children in El Dorado County vary among age groups but have remained relatively constant from 1996-2000 for children aged birth to five (Table 14).

Table 14. Number of Hospitalizations in El Dorado County Due to Unintentional and Intentional Injury, Birth to five

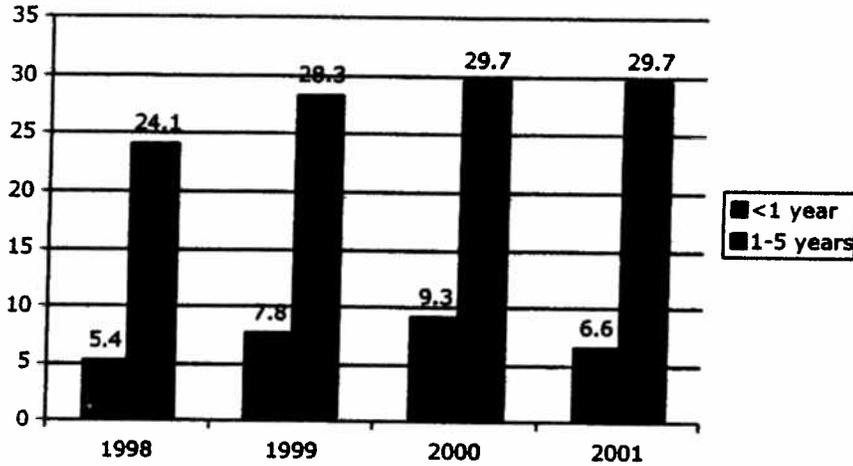
	1	1	0	0	0
	27	28	22	28	31

Source: California Office of Statewide Health Planning and Development, Patient Discharge Data. Prepared by California Department of Health Services, EPIC Branch.

Strong Families: Children Nurtured in Safe, Caring Environments (cont.)
Result Area 2

About 22% of these referrals for child abuse were substantiated.³⁷ The substantiated county rate of 6.6 for children less than one year of age declined between 2000 and 2001 but did not change for children ages one to five (Figure 5).

Figure 5. Substantiated Child Abuse Rate: Children Birth to Five with One or More Referrals for Child Abuse, El Dorado County, 1998-2001



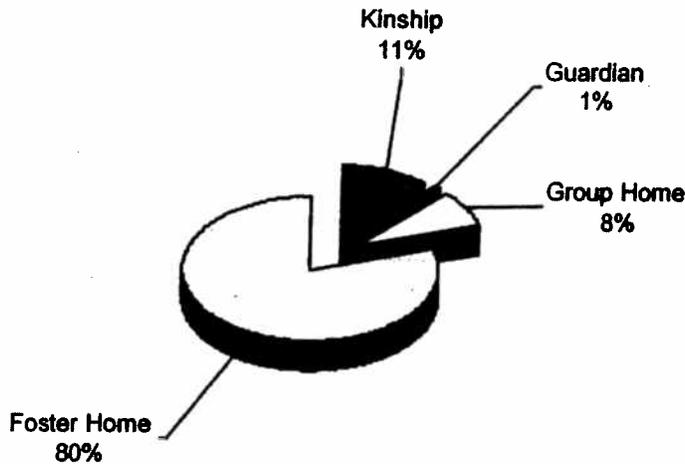
Source: Center for Social Services Research, University of California at Berkeley, Performance Indicators for Child Welfare in California, 2001.

In 2001, the most common type of substantiated allegation for El Dorado County child abuse referrals involved general neglect (38.1%) followed by caretaker absence/incapacity (19.7%) and physical abuse (13.6%). Substantiated cases of physical abuse have declined over the last four years while substantiated cases of sexual abuse have increased (Table 15).



In 2001, nearly 8 of 10 (79.7%) first entries to foster care in El Dorado County were to foster homes. Arrangements with relatives accounted for about 1 in 10 placements (Figure 7). Similar to child abuse cases, parental substance abuse is a common reason for children's out-of-home placements.

Figure 7. First Entry to Foster Care by First Placement Type, El Dorado County, 2001



Source: Center for Social Services Research, University of California at Berkeley.

Primary Caregiver's Mental Health Status

Some of the most dramatic evidence of how a lack of sensitive, responsive care can affect the developing brain comes from work with children of chronically depressed mothers. It has been well documented that mothers suffering from untreated depression often fail to respond to their infants' cries and bids for attention and show little positive emotion when interacting with their babies.³⁷ Three-month-old babies of depressed mothers, for example, have been shown to mirror their mothers' moods while playing with them, displaying more feelings of anger and sadness, and much less spontaneous curiosity and interest, compared to infants whose mothers were not depressed.³⁸

Children whose primary caregivers are depressed, or have other mental health problems are themselves at greater risk of behavioral and emotional problems.³⁹ The lack of bonding between parent and child takes a tremendous emotional toll on the child. While data on the numbers of parents who suffer from psychological problems is not recorded or documented, studies indicate that addressing the needs of parents' (primary caregivers') in relation to providing positive mental health support is a benefit to young children.

An increasing number of infants and toddlers are provided care in various child care arrangements as their parents work or attend school. Quality early childhood programs can enhance cognitive, emotional, and social development.⁴¹ Adequate childcare capacity in a community means a sufficient number of spaces, including subsidized care. It also mean centers with licensed providers who are well educated in and deliver developmentally-appropriate care and education, low child-to-teacher ratios, and fair compensation to minimize caregiver turnover.

An increasing number of parents with young children work outside of the home. Approximately one-half of children age birth to five in El Dorado County live with two employed parents or an employed single head of household (Figure 8).

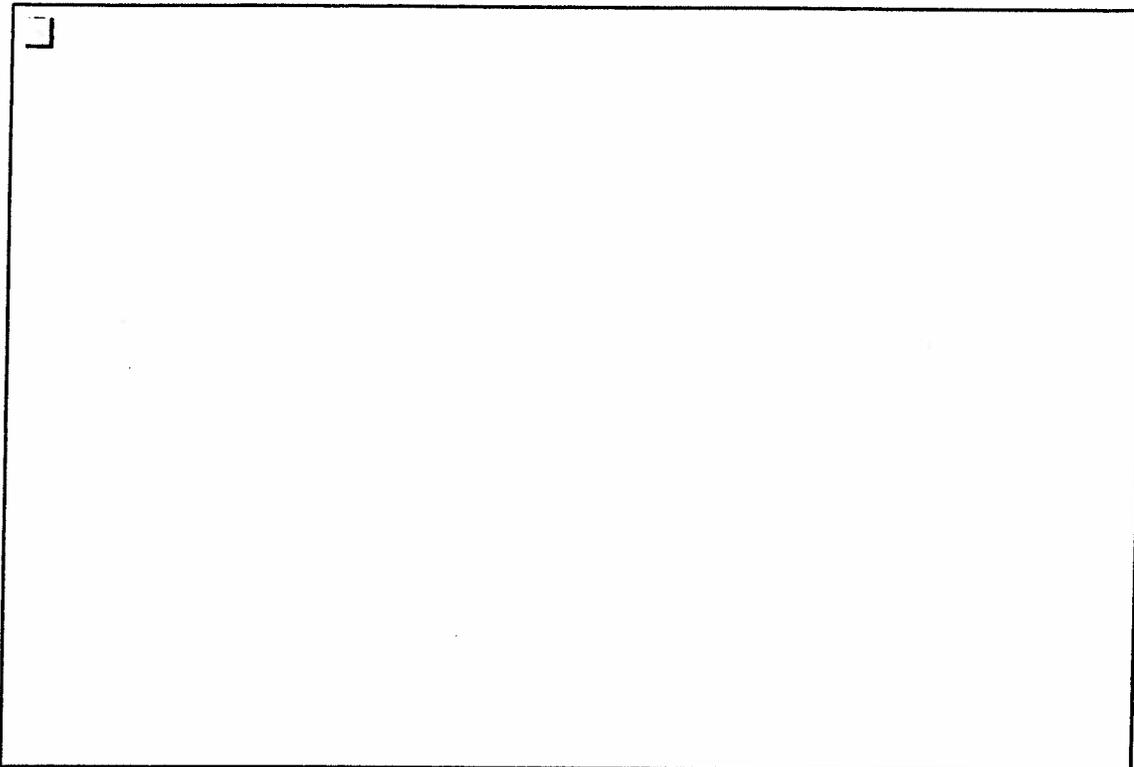
Figure 8. El Dorado County, Children With Working Parents

Percent of Children Ages Birth to Five Living with Working Parents	2001	2003
Number	5,688	5,460
Percent	51%	56%

Source: *The 2001 California Child Care Portfolio*, California Child Care Resource and Referral Network.

Child Care Capacity

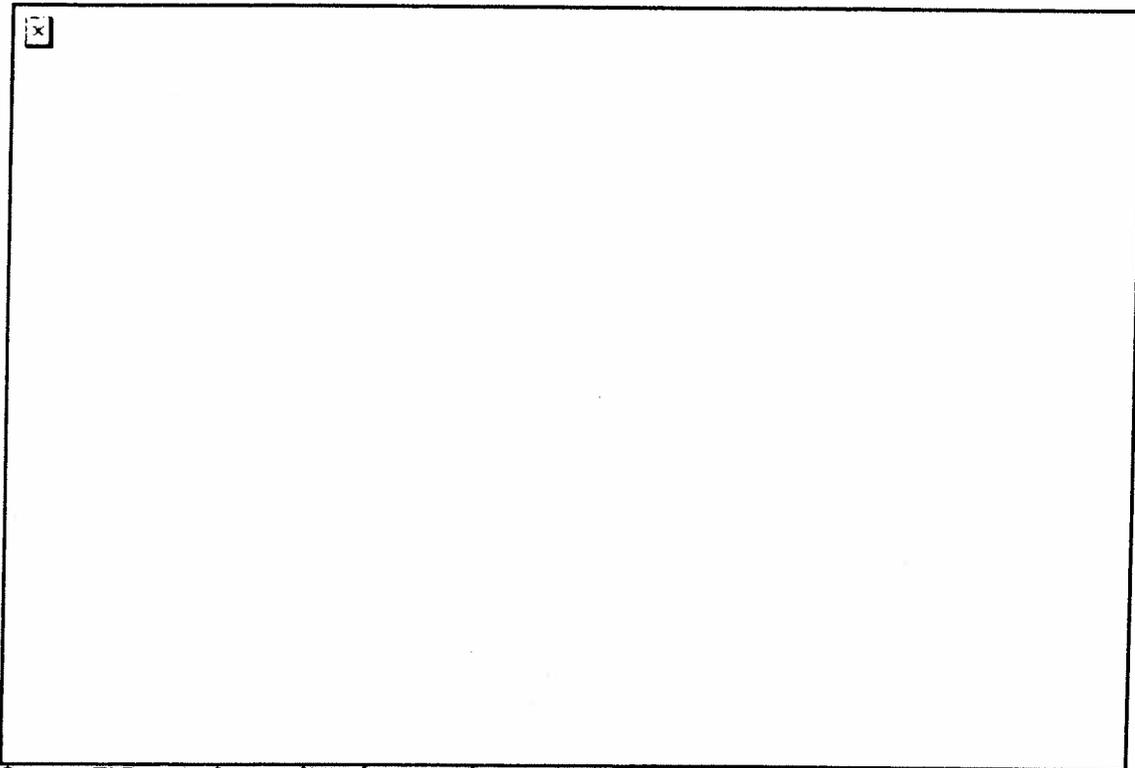
Child care capacity still falls short of the number of families who need it. According to the El Dorado County Child Care and Development Planning Council,⁴² there were only 681 spaces for the 3,318 infants, 2,482 spaces for the 3,545 preschoolers, and 4,286 spaces for the 11,900 school-age children who may need care outside of the home (Figure 10).



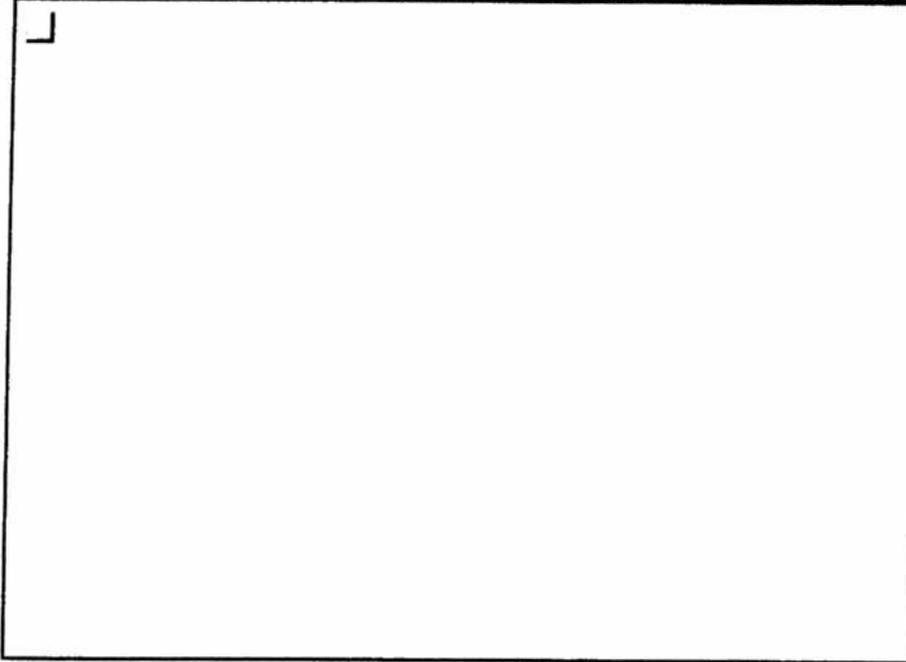
Source: El Dorado County Child Care and Development Planning Council.

Access for Children With Special Needs

Although all licensed providers are required to serve children with disabilities, not all providers are adequately trained to do so. The dilemma of caring for special needs children, particularly those requiring specialized medical skills, forces many parents to cease working outside of the home. In addition to full-time care needs, many families may need part-time respite from caring for their child. The Child Care and Development Planning Council have estimated only 2% of the child care needs of children with disabilities and special needs are being met (Figure 12).



Source: El Dorado County Child Care and Development Planning Council.



Source: El Dorado County Child Care and Development Planning Council

Research has shown the direct impact of a stable early care and education provider workforce on the quality of care provided in the community. In July 2000, the Child Care and Development Planning Council completed the "Report on the El Dorado County Child Care Workforce" establishing a baseline for licensed provider education in the county.

In the report, education levels of center-based, early care and education providers in the county were significantly higher than those of both the general population and child care teachers nationwide. The El Dorado County CARES (Care and Retention Equals Stability) program in the first year of operation assisted 142 early care and education providers in obtaining 797 units of early childhood education coursework and an additional 428 units in general education coursework. On average, each provider took at least three semester units of coursework beyond the program requirements. The "2003 Report on the Child Care Workforce" will further describe the academic achievements of the providers both in level of education and number of Child Development Permits obtained in the two-year program.

Also published in the Report was the turnover of early care and education providers in the county. The CARES Program requires participants to remain employed in the early care and education field as a regular employee at least nine months of the year. After eighteen months of CARES in El Dorado County, the number of centers in the county has remained stable; however, the number of associate/assistant teachers has increased 19%. In contrast, the number of teachers in the county has increased 9% and administrators 4%. These early numbers demonstrate the significant impact of the CARES program by increasing the number of qualified entry-level staff.



WHAT DOES THE COMMUNITY VIEW AS IMPORTANT?

“Community” in this Plan is defined as residents of El Dorado County who have a stake in children’s success, including members of the general public, parents and family members, policymakers, professionals, and child development professionals. The perspective of those who provided input about needs and issues for this document is generally consistent with and validated by the quantitative data and community indicators described in the previous section.

Public Forums

Four public forums were arranged to obtain general community input during the planning process. A total of 26 individuals attended two of the forums. Only the South Lake Tahoe and one of the Placerville meetings were attended; the second Placerville and the Georgetown forums were not attended. Clearly, one of the Commission’s strategic challenges is to generate more community involvement for long-range planning purposes.

Highest Priority Needs and Challenges

Issues related to basic health services, transportation, and child care topped the list of needs and challenges described at the public forums.⁴⁶ Substance abuse treatment, particularly for women with children, and affordable and acceptable housing were also identified as high priority needs.

Table 16. Top-Ranked Needs Identified by Community Members (N=26)

➤ Health care (primary/preventive care, medical care for sick children)
▪ Lack of affordability
▪ Lack of available Medi-Cal providers
▪ Inadequate medical specialists within county
▪ Parents not eligible (e.g., because of illegal status)
➤ Transportation to appointments/services/activities
➤ Child care
▪ Choices not always available to parents
▪ Lack of affordable options
▪ Providers not trained for special needs children
▪ Inadequate spaces/financial support for infants, toddlers, sick children
➤ Substance abuse treatment options
➤ Affordable, acceptable housing
➤ Parent education and support services
➤ Early intervention to identify at-risk and children with disabilities

Community's Recommendations

The recommendations public forum attendees made about where the Commission should place its resources to make a long-term impact in general matched the prioritized needs identified. For example, increasing child care capacity, a high prioritized need, was one of the first items mentioned by the South Lake Tahoe group. One significant omission, however, was health care. Despite quantitative evidence of a greater need for access to children's health services, no one included a suggestion for investing in solutions to better meet these needs.

The strategies recommended by representatives of organizations were intended to more directly build system infrastructure, such as building leadership capacity, data collection, and immunization registries. While people understood the target age group for First 5 resources, there was consensus that more educational efforts in schools should take place related to risk reduction, lifestyle choices, sex education, and parenting skills; to make a long-term impact, efforts must start earlier than high school (Table 18).

Table 18. Community Recommendations for Commission Support (N=26)

RELATED TO SERVICES/PROGRAMS	RELATED TO SYSTEM CAPACITY
<ul style="list-style-type: none"> ▪ Expand transportation options ▪ Increase early care and education capacity for children under age two, sick children, and working parents with needs for extended hours ▪ Support training for parents/other caregivers to increase skills in parenting and successful child-raising ▪ Increase the number of available home visitors, particularly for young families ▪ Increase mental health and similar services that support families with children ▪ Make it possible for more child care providers to receive educational opportunities ▪ Promote more family life/sex education (age-appropriate) in the elementary and junior high schools ▪ Support nutrition education/cooking classes ▪ Support a 24-hour crisis hotline for new mothers 	<ul style="list-style-type: none"> ▪ Increase capacity of various systems for earlier identification/intervention of all needs, especially in identified geographic areas of need ▪ Pull together existing data and collect new data/information, pooling knowledge, and apply it to better tracking and problem-solving ▪ Build more leadership, particularly in areas such as community-wide needs assessments ▪ Support cultural and other sensitivity training for agency staff ▪ Increase capacity for immunization registries ▪ Participate in common registry

Financial worries were universal. Concern about money was implied in many of the responses even when it was not explicitly stated as a concern. For example, the theme "If I didn't have to work" related to other comments such as, "....I'd have more time with my children," "....being single and carrying all the load," "....can't find affordable health insurance, child care," etc.

Table 19. Parent-Identified Greatest Challenges in Child Rearing, by Frequency of Mention (N=177)

Issue	f
1. Finding/paying for child care (Includes 4 with special needs or children with behavioral issues)	45
2. Achieving better work-life balance to have quality time for child/family	44
3. Worries about child's safety	26
4. Exposure to "bad influences;" finding entertainment/activities w/out violent themes	25
5. Knowing how to discipline appropriately vs. punishment	23
6. Concerns about "good education" for child (includes 2 with question of home schooling)	14
7. Finding personal time for own health, nutrition, exercise, homework (teen parents)	9
8. Insecurities about "doing it right" as a parent	8
9. Teaching values, morals, manners in context of today's society	8
10. Being a single parent and feeling solely responsibility	8
11. Affordable housing	8
12. Needing to find a doctor/medical services (Includes 3 looking for MD who takes Medi-Cal)	8
13. Having affordable health insurance	8
14. Finding a good job to raise a family; not being hired because of pregnancy ¹	7
15. Transportation difficulties/depending on one car	6
16. Not having familiarity with developmental stages; or communication skills	5
17. General worries about health of children	5
18. Providing a nutritious diet/expense of "healthy foods"	5

¹General money concerns not included as a separate category as this was linked to or implied as part of many other comments, e.g., "being a single mom," "not being able to afford a doctor," "affordable housing."

Note: Items with 3 or fewer responses not included in table.

Table 20. Parent Recommendations for Commission Support in Rank Order (N=177)

Programs or Services that:

- Teach child development/effective parenting skills
- Provide parent support groups (daytime and evening)
- Provide supplemental payments for child care for working parents
- Assist single parents, including teens, with childrearing, finding back-up care
- Provide means of transportation
- Offer basic supplements such as diapers, baby formula, winter clothes
- Offer recreational/family entertainment opportunities (sports, games, music, art)
- Provide affordable/no-cost health insurance
- Increase the number of pediatricians, including those accepting Medi-Cal
- Provide assistance for affordable housing/utilities
- Teach more personnel to speak Spanish
- Teach couples to communicate/set good example for children
- Assist fathers with ways to cope with emotional and financial issues
- Offer after-school activities that actually teach (music, art)
- Provide child safety education and devices (car seats, bike helmets)
- Support mental health/family counseling
- Expand family planning services
- Offer advocacy in the court system
- Provide support to families involved in domestic violence

Quite clearly, parents saw the Commission as a resource for helping to meet basic needs, such as shelter (including rent and utilities), food, clothes, diapers, and baby formula. Respondents stated the Commission should promote efforts to make families more aware of information regarding services and programs, which are already available, county-wide. Interestingly, two parents said El Dorado County "already does enough for people—everywhere you look there's all kinds of family functions." Another believed the Commission should only support programs that promoted personal responsibility and accountability.

Thirteen key informants, representing a wide variety of experience related to child development, participated in structured interviews and provided their perspective regarding the highest-priority community needs, long-term strategies for Commission resources, and the Commission's role and responsibilities. (The Appendices contain the names of the interviewees along with other county contacts who provided input for this Plan).

Highest-Priority Needs

According to community experts, the most pressing problems for families in El Dorado County raising young children is the need for affordable child care, particularly for families with infants. Without adequate child care options, low-income families face greater challenges seeking and keeping jobs, including employment that offers affordable health and dental benefits. Issues that fit most closely under the Commission's strategic focus area *Strong Families*—e.g., mental health services (broadly-defined), maternal and family well-being and its impact on child development, parenting skills, including recognizing when there is a problem and responding appropriately—were also frequently mentioned. Paralleling the views of community residents who attended a public forum meeting, several of the interviewees said readiness and capability to be a parent was clearly associated with successful parenting and fundamental to family well-being. Secondary problems manifested as a result of lack of parenting support were substance abuse, domestic violence, and maternal depression (Table 21).

Table 21. Priority Needs Identified by Experts, by Frequency of Mention (N=13)

Need/Problem	f
1. Affordable child care, especially for infants	5
2. Mental health services, especially non-crisis intervention; maternal well-being	4
3. Mentoring for young women for alternatives to early parenting/family planning	4
4. Access and affordable health and specialty medical care, especially for Medi-Cal	4
5. Parenting skills, especially from a mental health perspective, particularly for teens	3
6. Support and services for parents and grandparents raising grandchildren	3
7. Affordable dental care	3
8. Transportation options	3
9. Head Start/preschool capacity	2
10. Teaching children about wellness/prevention; making healthy choices	2
11. Prenatal care access	1
12. Affordable housing for families	1
13. Shelter for youth, particularly pregnant adolescents	1
14. Lack of understanding of what is available and how to access it	1

Table 22. Key Informant Recommendations to the Commission

- Support additional planning grants
- Assist grantees and potential grantees in identifying multiple funders
- Expand/support effective programs like CARES for caregiver education
- Be prepared to show quantitatively the difference Proposition 10 funds have made in the county, but acknowledge that the level of desired behavioral change requires a long-term commitment of resources
- Assure that Proposition 10 funds do not become a "political football," i.e., protect its use for this age group especially in light of the current State budget shortfall
- Back-fill behind State cuts to keep good programs operational
- Support efforts regardless of data gaps when enough is known about the problem to address it
- Create more opportunities for the general public to become aware of the Commission and its mission and accomplishments
- Take the initiative to become more focused in grant making

Feedback from the key informants that suggest areas for Commission reflection included the following observations:

- Assistance offered to potential applicants should be more consistent/equitable.
- Existing community organizations are under-utilized by the Commission for getting messages or other information out to the community.
- The majority of funding for South Lake Tahoe is primarily targeted to the Hispanic population but should be more proportionate to the overall community's needs.
- Information for grant seekers (how to apply for funding, availability of workshops and meetings) should be more accessible; posting it directly on the Commission website would be helpful.
- Communication and other organizational weaknesses (e.g., inconsistent instructions, loose correspondence) are improving but should be strengthened.
- More time spent talking with other staff in the county, such as eligibility workers, WIC staff, and CPS workers will provide a rich source of data for understanding and responding to community problems.

- Children with special needs who may have otherwise either been undiagnosed or diagnosed late due to isolation and/or lack of education and transportation were identified earlier.
- In at least five of the 10 grants evaluated, the intervention (involvement with a client) was at least six months or longer. Where adequate time had passed from initial program intervention to post-test measurement, program recipients showed positive changes in direction on scales such as parent-child functioning, knowledge of child health care issues, and adolescent sexual risk behavior.
- Increased collaboration occurred among service providers, including forging new relationships with other agencies. Grantees and community leaders also reported increased outreach to families and an increased awareness of the needs within the community.
- Unmet community needs, in priority of perceived need, were more clearly identified and included: medical services for young children, mental health services for young children, transportation, housing (especially for teen parents in need of a transitional living program), and pediatric dentistry. These highest-ranked needs are consistent with other health and human services needs assessments conducted in El Dorado County.

Program Challenges

- Several funded programs experienced unanticipated delays in start-up. These included difficulty in recruiting a nurse to implement an immunization program and enrollment delays in First 5 funded childcare spaces due to the availability of financial support from other sources.
- Some agencies experienced challenges that required program modifications; for example not being able to provide subsidized care for sick children of teen parents due to unexpected difficulty in collaborating with the medical community.
- Some programs reported language barriers even though most had staff capabilities in Spanish.
- The use of formal evaluation instruments was new to some of the grantee agencies. Although the evaluator provided training and support which is building internal capacity, an initial learning curve was unavoidable.

WHAT TYPES OF PROGRAMS HAS THE COMMISSION SUPPORTED?

Since its inception, the Commission has made 68 community grants totaling \$4,077,895. Of these, 48 grants, or 21%, have been funded in two rounds of Mini-Grants for a total of \$874,502, and twenty, or 79%, have been funded in two rounds of Direct Services grants totaling \$3,300,142.

Nearly one-third of the grant efforts have benefited recipients county-wide. Just under one-quarter (22%) have helped families and providers in South Lake Tahoe and 16% have targeted families and providers in Placerville (Table 23).

Table 23. Geographic Area Benefited by Total Grants

Geographic Area	Percent
Cameron Park	1%
Camino	1%
Cool	4%
Countywide	29%
Diamond Springs	3%
El Dorado Hills	1%
Garden Valley	1%
Georgetown	3%
Placerville	16%
Pollock Pines	4%
Shingle Springs	3%
South Lake Tahoe	22%
Western Slope	12%

Direct Services Grants

Funding in the amount of \$3.3 million for Direct Services has supported projects in all four result (goal) areas, although Children Living in Strong Families and Children Learning and Ready for School have been the primary focus of the majority of the grants (Table 24). At the same time, because so many of the programs are comprehensive in nature and the Result areas are fundamentally interrelated, all result areas have benefited from this grant program. For example, of the first 10 Direct Services programs funded, 9 employed multiple intervention strategies.

Table 24. Funded Programs (Direct Service Grants) by Primary Result Areas (N=20)

	Primary Result Area			
	<i>Healthy Children</i>	<i>Strong Families</i>	<i>Children Learning and Ready for School</i>	<i>Children Supported...Through a Comprehensive, Integrated System...</i>
Total number of grants	5	7	7	1

Type of Intervention Strategies

The most common areas of intervention in the 20 Direct Services grants are programs that offer a variety of family-functioning and other types of support services for parents, e.g., counseling for expectant parents, in-home visitation for parents of newborns, (including teen parents), subsidized childcare, and appropriate housing for families. Childcare providers have received support for capital projects, administrative functions, and education. Children have been the direct target of intervention in about one-quarter of the grants, e.g., health screening and immunizations, and play therapy for traumatized children (Table 25).

Table 25. Type of Direct Service Grants by Amount

Early Care and Education Provider Support	28%	\$824,040
Family Resource Center	10%	\$330,014
Early Care and Education Financial Support	5%	\$165,007
Health Services	10%	\$330,014
Play Therapy	10%	\$330,014
Housing	5%	\$165,007
Home Visitation, teen parents	14%	\$462,020
Home visitation, parents	18%	\$594,026

The present strategic planning process identified several disparities. While not all of these gaps and deficiencies are expected to be addressed by the Commission (other funding partners will continue to be encouraged to participate), they present opportunities for future strategic direction. Needs that have been inadequately funded by First 5 grants to date are summarized below (Table 26). The Commission understands that in identifying these gaps, many of which are inter-related, questions of system capacity must also be addressed.

Table 26. Current Gaps and Deficiencies That Present Funding Opportunities

<p>By Target Group</p> <ul style="list-style-type: none"> ▪ Youngest children, particularly 0-3 ▪ Children with disabilities/special needs ▪ Families without health insurance <p>By Geographic Area</p> <ul style="list-style-type: none"> ▪ Cities/towns outside of SLT and Placerville <p>By Result Area</p> <p><i>Healthy Children</i></p> <ul style="list-style-type: none"> ▪ Oral health <ul style="list-style-type: none"> ▪ Perinatal substance abuse <ul style="list-style-type: none"> ▪ Mental health services <p><i>Children Learning</i></p> <ul style="list-style-type: none"> ▪ Subsidized childcare <ul style="list-style-type: none"> • <i>Integrated Systems</i> 	<ul style="list-style-type: none"> ▪ Many benefits suggested by evidence-based brain research on infants. ▪ Probably meeting less than half the estimated need in the county for various needed services for these children. ▪ 16,000 in El Dorado County estimated to be without coverage, a disproportionate share of whom are children. <ul style="list-style-type: none"> ▪ 79% of county residents are in the unincorporated areas, while only 24 (49%) non county-wide projects have been funded in those areas. <ul style="list-style-type: none"> ▪ Dental disease highest identified need in CHDP screening. Supporting current dental providers to see younger pediatric patients (e.g., training) can be effective way to help respond to needs. Area not yet funded by the Commission. ▪ Dearth of local gender-specific treatment services, especially for mothers with children living with them. Accounts for primary reason children are removed from home. Area not yet funded by the Commission. ▪ Many benefits from primary caregiver support suggested by evidence-based brain research of infants; intervention can have life-long consequences. Emotional health/counseling identified as one of highest needs by parents. <ul style="list-style-type: none"> ▪ Probably meeting less than half the estimated need in the county in general, worse for infants and children with disabilities/special needs. ▪ Many projects relate to one another and some overlap, but collectively do not necessarily result in a comprehensive, integrated system of programs and services.
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Providers are assigned to an Advisor to develop an education plan, paced to complete at least 3 college units per semester for a two-year period. Once enrolled, providers receive a stipend of \$900 every six months for successful progress on their individual plan. The goal of the education plan is to assist providers to obtain a Child Development Permit from the California Commission for Teacher Credentialing. CARES has been expanded to serve additional providers enrolled in a one-year plan to obtain 6 units of early childhood education course work.

Eligibility requires that providers must be at least 18 years of age or enrolled in a Regional Occupational Program provide early care and education services to children birth to age five in El Dorado County and agree to complete 6 semester units of college course work per year demonstrating progress on the Child Development Permit Matrix. Additional documentation may be required based on employment setting.

The overall goal of the program is to increase the number of providers with permits by at least 12%. The education level for incoming center-based providers entering the CARES program in 2001-03 is high, with 42% having completed an Associate Degree or higher. However, at the time of enrollment in CARES, only 27% had completed early childhood education course work enabling them to apply for a Child Development Permit. Providers entering the CARES program from a family child care and license exempt settings are closely matched in education. However, only one of these 36 providers had completed course work enabling them to apply for a Child Development Permit.

The CARES Program has provided services to over 200 providers in El Dorado County. Evaluation indicates that our CARES Program has been successful. Providers are increasing their skills by completing college classes in early childhood education, thus making a commitment to remain working in the profession of early care and education.

KITS FOR NEW PARENTS

Background:



The First 5 California Commission developed "Kits for New Parents," intended to provide resources to parents and other caregivers serving children ages prenatal and birth to five. The kit includes the following:

- a) Video Series
 - a. Healthy baby
 - b. Child safety
 - c. Discipline
 - d. Child care
 - e. Child development
 - f. Child literacy

SCHOOL READINESS INITIATIVE

Background

The California Children and Families Commission (Prop. 10) has made a four-year, \$220 million commitment to coordinate, develop, implement, and sustain a system of collaborative school-based/linked services and programs based on research or promising practices to improve school readiness for children, families, communities and schools. All fifty-eight counties are participating in this opportunity to ensure children are ready for school by developing individual county plans. School Readiness is defined broadly by the initiative as including:

- ★ Children Zero to Five
- ★ Early Childhood Care and Education
- ★ Family Factors
- ★ Child Health

El Dorado County's Plan

Through several community meetings, a plan has emerged that is designed to ensure El Dorado County's children will be healthier and better prepared to reach their greatest potential in school. The following elements are included in the plan:

➤ **Process for Plan Element Development**

- Establish a county-wide Steering Committee, which includes; school administration, primary teachers, early care and education providers, parents, community agencies, public health and SELPA representation. Recommendations for the school personnel representatives would be approved through the Superintendents' Council.
- Establish sub-committees with broad representation and community involvement in specific areas to be addressed.

➤ **Specific Tasks to be Addressed**

- Develop a clear definition of school readiness including the State Pre-K Learning and Development Guidelines. Participating providers adopt guidelines.
Implement the protocol for successful transition to kindergarten. Include communication between early care and education providers and kindergarten teachers.
- Adopt a Pre-Kindergarten screening tool and administer to children before they enter kindergarten.
- Implement a training and technical assistance model on the use of Pre-K guidelines and the Pre-K screening tool.

TRENDS AND ISSUES THAT EMERGED

The priority needs and issues for children prenatal and birth to five in El Dorado County that were identified by community information sources—parents, key informants, providers and the general public—are summarized by frequency of mention in Table 26 on the following page. The table also shows an assessment of the degree to which these perspectives are validated by other data for El Dorado County.

The identification of a problem or issue and the frequency of its mention is a proxy for the importance of the issue to the community. Assessments of the frequency of mention of problems and issues were made on the basis of information from the structured interviews, parent surveys, and public forum discussions. A rating of “very frequent” was assigned if the problem/issue was mentioned by most (at least two-thirds) of the participants. If many (one-third to two-thirds) of the participants mentioned the problem or issue, a rating of “frequent” was given. Since people were asked to identify only the “most important” problems or issues, if a problem was cited at all, even though not by the majority, a “somewhat frequent” ranking was assigned.

The community’s perspectives about priority needs in the First 5 planning process were subjected to two validation sources: community perspectives obtained from other county needs assessments, and community indicator (quantitative) data. Subjective assessments of the degree of support for the identified needs were made on the basis of consistency with priorities identified by others and the degree to which the perceptions were supported by statistical data. For example, better access to early prenatal care was identified as a priority issue by only a couple of the key informants and not mentioned at all by the public. Since in others’ assessments this issue also received little attention, and statistics indicate the county is doing well on this indicator, participants’ perceptions relative to this issue appear to be validated. Conversely, the need for more affordable child care is a frequently-cited priority in all assessments, and supported by the statistical data.

Even though the qualitative assessments were subjective, the information provides a fairly clear and consistent picture of the needs and gaps in services for young children and their families in El Dorado County, and provided an important basis for the Commission’s decision making on priority strategies.

WHAT ARE OUR FUTURE PRIORITIES?

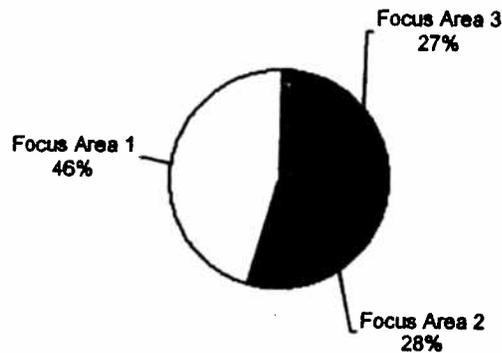
First 5 El Dorado is committed to supporting local communities in providing high quality coordinated intervention services for El Dorado County's youngest children and their families. Based on identified priority needs and the results desired by the Commission, nine strategies are planned for Commission support to be phased in from FY 2003-04 through FY 2005-06 (see schematic in Figure 19 on the next page). The combination of these nine strategies allows for a balance in focus areas, a significant investment in a few target areas to create the greatest impact possible, and an acknowledgement that community needs are shifting.

The selected strategies meet all of the following ten criteria the Commission believes are important for support:

- Long-term, maximum impact
- Potential for sustainability
- Potential for leveraging/attracting/maximizing funds
- Contributes to a more integrated system of services in the county
- Non-duplicative to already-available resources
- Measurability for evaluation
- Meets multiple identified needs
- Addresses multiple populations and/or sectors
- Increases quantity/adds capacity
- Improves quality

Approximately \$1,905,000 will be allocated during the next three years to support strategies in the three focus areas to achieve the desired results. Consistent with the identified priorities, the majority (45%) of the allocation will be directed for support in the focus area of Children Learning and Ready for School. This support addresses concerns about access to child care as well as the number of providers to maximize the development potential of young children, including those with disabilities or other special needs. The remaining funds will be fairly evenly distributed in the areas of Strong Families and Children's Health and Well-Being (Figure 20). The Commission will continue the commitment to support the School Readiness Initiative during this period.

Figure 20. Total Allocation by Focus Areas



While this is a major investment of funds for children in El Dorado County, the Commission recognizes the monies are insufficient to fill the identified needs. It is expected that other private and public funders will partner with First 5 to make additional monies available to support these nine priority strategies and other needed strategies. For instance, anticipated resources such as First 5 California's Oral Health Initiative are an opportunity for First 5 El Dorado to leverage its commitment to support oral health services. Funds from El Dorado County's Master Settlement Agreement (tobacco settlement monies), expected to be used to support universal health insurance for children presents an opportunity for First 5 to match with its funds. Therefore, the assignment of dollars to the strategies shown in Table 27 on the next page is not exclusively an indication of their importance, but reflects multiple factors, including leverage opportunities and the availability of other funding. The Commission estimates that approximately half of the funds collected will be used for initiatives or activities that directly support services to children and families.



WHAT LEVEL OF RESOURCES WILL BE AVAILABLE?

First 5 revenue is difficult to predict due to potential future changes in factors such as smoking behavior, retail prices and other tobacco taxes, and population change. According to the revenue-forecasting model adopted by First 5 California, the State Commission, approximately \$1.5 million annually is expected to be available to El Dorado County through 2010 as shown (Table 29). These projections reflect the estimated declining revenue; changes in birth rates, and innovative approaches to maximizing funds.

Table 29. El Dorado County Proposition 10 Five-Year Revenue Estimate

Fiscal Period	Estimated Births*	Estimated Funding %	Estimated Allocation
2003/04	1,741	0.0032	\$1,535,000
2004/05	1,789	0.0034	\$1,534,000
2005/06	1,840	0.0034	\$1,531,000
2006/07	1,894	0.0035	\$1,529,000
2007/08	1,959	0.0036	\$1,530,000

*Birth forecasts are from the State Department of Finance, Demographic Unit. Data are from previous year's estimated births.

Source: First 5 California



First 5 El Dorado

Children and Families Commission
4111 Creekside Drive, Suite B
Shingle Springs, CA 95682
(530) 672-8298



Parent Survey

Raising children in today's world is challenging. Many parents work, quality childcare may be difficult to find and costly, and even finding health care for your child can be difficult. Parents in today's society need support and services that will ensure children are happy, healthy and successful.

First 5 El dorado Children and Families Commission funds organizations that provide a variety of services for expectant women, children from birth to age five and their families. We are interested in hearing what parents have to say. Please take a moment to help us in our planning efforts.

1. What do you feel are the 2 or 3 most difficult things about being a parent of young children today?

2. What kinds of services or programs should the commission support that would help build strong families in El Dorado County?

3. Like any community, El Dorado County has strong points and weak points, what would you say are the strengths (community resources that help) as far as young families are concerned?

Name of your city _____ Thank you for your comments.

Please return by November 8, 2002

Advisory Committee Members

Kathi Walker
Coordinator
Child Care and Development
Planning Council
Representative

Stephanie Walton
Perinatal Council
Western Slope
Representative

Darryl Keck
Department of Mental Health
Representative

Emi Johnson
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Josefina Solano
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Latino Commission
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Sharon Elliott
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Chuck Wiesen
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Organization
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Wendy Wood
Family Service
Organization
Representative

Valerie Finnigan
Perinatal Council
South Lake Tahoe
Representative

Cheryl Price
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Organization
Representative

Abbey Rego
Early Head Start
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Valerie Rudd
Member at Large
Representative

Stephanie Root
Family Service
Organization
Representative

Sherri Springer
Early Care and Education
Professional Organization
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Nicole Loftis
Family Service
Organization
Representative

Kaye Medellin
Education
Representative

Gayle Erbe-Hamlin
Commissioner

Joyce DeWitt
Commissioner

Steven Thaxton
First 5 El Dorado
Staff

The Advisory Committee on Diversity firmly believes that through assuring improved programs and access for children and their families from diverse backgrounds and with diverse abilities, the services for all children in California will be better served. We offer these Principles to assist the State Commission in fulfilling its commitment to all children and hope that others throughout California will also adopt them. There are four major components to the Diversity Principles:

1. Inclusive Governance and Participation
2. Access to Services
3. Legislative and Regulatory Mandates
4. Results-based Accountability

The Advisory Committee approved the Equity Principles on June 29, 2001. It is anticipated that the Committee will periodically review and update the Principles.

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:

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;

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;

Use community organizations, both formal and informal networks, and other communication vehicles that have been effective in reaching out to and serving diverse groups;

Promote and support the development of emerging parent and community leaders; and

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:

- Set measurable goals and objectives for increasing access and achieving equity;
- Use culturally and linguistically relevant methods of communication and community outreach, which include engaging respected community persons to promote messages;
- Assure that programs provide access to information, resources and support regarding their child's development, including strengths and needs for all families;
- 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;

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:

- Embrace the spirit of the law;
- 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;
- Inform parents of their rights and responsibilities as well as those of their children;
- Offer its services to all children and their families regardless of immigration status (California Children and Families Commission Resolution –June 24, 1999); and
- Be held accountable for their compliance with key laws and other related mandates, for example:
 - Title VI of the Civil Rights Act of 1964: requires linguistic access via qualified interpreters and translated materials at no cost to the individual;
 - 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;
 - 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;
 - Individuals with Disabilities Education Act (IDEA) establishes special education and coordinated, family centered service delivery systems for children with disabilities from birth through age 5 through several programs e.g., California's Early Start Program, California Department of Education's Preschool Special Education Program; and
 - 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.

PROPOSITION 10 STATUTES
Includes Amendments to the California Children and Families
Act
Through 2002 Legislative Session

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 130100-13015

130100. There is hereby created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. These purposes shall be accomplished through the establishment, institution, and coordination of appropriate standards, resources, and integrated and comprehensive programs emphasizing community awareness, education, nurturing, child care, social services, health care, and research.

(a) It is the intent of this act to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development and to ensure that children are ready to enter school. This system should function as a network that promotes accessibility to all information and services from any entry point into the system. It is further the intent of this act to emphasize local decision making, to provide for greater local flexibility in designing delivery systems, and to eliminate duplicate administrative systems.

(b) The programs authorized by this act shall be administered by the California Children and Families Commission and by county children and families commissions. In administering this act, the state and county commissions shall use outcome-based accountability to determine future expenditures.

(c) This division shall be known and may be cited as the "California Children and Families Act of 1998."

130105. The California Children and Families Trust Fund is hereby created in the State Treasury.

(a) The California Children and Families Trust Fund shall consist of moneys collected pursuant to the taxes imposed by Section 30131.2 of the Revenue and Taxation Code.

(b) All costs to implement this act shall be paid from moneys deposited in the California Children and Families Trust Fund.

(c) The State Board of Equalization shall determine within one year of the passage of this act the effect that additional taxes imposed on cigarettes and tobacco products by this act has on the consumption of cigarettes and tobacco products in this state. To the extent that a decrease in consumption is determined by the State Board of Equalization to be the direct result of additional taxes imposed by this act, the State Board of Equalization shall determine the fiscal effect the decrease in consumption has on the funding of any Proposition 99 (the Tobacco Tax and

(G) In the event that, for whatever reason, the expenditure of any moneys allocated and appropriated for the purposes specified in subparagraphs (A) to (F), inclusive, is enjoined by a final judgment of a court of competent jurisdiction, then those moneys shall be available for expenditure by the state commission for mass media communication emphasizing the need to eliminate smoking and other tobacco use by pregnant women, the need to eliminate smoking and other tobacco use by persons under 18 years of age, and the need to eliminate exposure to secondhand smoke.

(H) Any moneys allocated and appropriated to any of the accounts described in subparagraphs (A) to (F), inclusive, that are not encumbered or expended within any applicable period prescribed by law shall (together with the accrued interest on the amount) revert to and remain in the same account for the next fiscal period.

(2) Eighty percent shall be allocated and appropriated to county commissions in accordance with Section 130140.

(A) The moneys allocated and appropriated to county commissions shall be deposited in each local Children and Families Trust Fund administered by each county commission, and shall be expended only for the purposes authorized by this act and in accordance with the county strategic plan approved by each county commission.

(B) Any moneys allocated and appropriated to any of the county commissions that are not encumbered or expended within any applicable period prescribed by law shall (together with the accrued interest on the amount) revert to and remain in the same local Children and Families Trust Fund for the next fiscal period under the same conditions as set forth in subparagraph (A).

(e) All grants, gifts, or bequests of money made to or for the benefit of the state commission from public or private sources to be used for early childhood development programs shall be deposited in the California Children and Families Trust Fund and expended for the specific purpose for which the grant, gift, or bequest was made. The amount of any such grant, gift, or bequest shall not be considered in computing the amount allocated and appropriated to the state commission pursuant to paragraph (1) of subdivision (d).

(f) All grants, gifts, or bequests of money made to or for the benefit of any county commission from public or private sources to be used for early childhood development programs shall be deposited in the local Children and Families Trust Fund and expended for the specific purpose for which the grant, gift, or bequest was made. The amount of any such grant, gift, or bequest shall not be considered in computing the amount allocated and appropriated to the county commissions pursuant to paragraph (2) of subdivision (d).

130110. There is hereby established a California Children and Families Commission composed of seven voting members and two ex officio members. For purposes of mass media communications pursuant to subparagraph (A) of paragraph (1) of subdivision (d) of Section 130105, and statewide dissemination of public information and educational materials pursuant to subdivision (a) of Section 130125, the state commission may also be identified as the California Children and Families Partnership.

(a) The voting members shall be selected, pursuant to Section 130115, from persons with knowledge, experience, and expertise in early child development, child care, education, social services, public health, the prevention and treatment of tobacco and other substance abuse, behavioral health, and

development and maintenance of self-sufficiency, domestic violence prevention and treatment, tobacco and other substance abuse control and treatment, voluntary intervention for families at risk, and any other prevention and family services and counseling critical to successful early childhood development.

(B) The availability and provision of high quality, accessible, and affordable child care, both in-home and at child care facilities, that emphasizes education, training and qualifications of care providers, increased availability and access to child care facilities, resource and referral services, technical assistance for caregivers, and financial and other assistance to ensure appropriate child care for all households.

(C) The provision of child health care services that emphasize prevention, diagnostic screenings, and treatment not covered by other programs; and the provision of prenatal and postnatal maternal health care services that emphasize prevention, immunizations, nutrition, treatment of tobacco and other substance abuse, general health screenings, and treatment services not covered by other programs.

(2) The state commission shall conduct at least one public hearing on its proposed guidelines before they are adopted.

(3) The state commission shall, on at least an annual basis, periodically review its adopted guidelines and revise them as may be necessary or appropriate.

(c) Defining the results to be achieved by the adopted guidelines, and collecting and analyzing data to measure progress toward attaining these results.

(d) Providing for independent research, including the evaluation of any relevant programs, to identify the best standards and practices for optimal early childhood development, and establishing and monitoring demonstration projects.

(e) Soliciting input regarding program policy and direction from individuals and entities with experience in early childhood development, facilitating the exchange of information between these individuals and entities, and assisting in the coordination of the services of public and private agencies to deal more effectively with early childhood development.

(f) Providing technical assistance to county commissions in adopting and implementing county strategic plans for early childhood development.

(g) Reviewing and considering the annual audits and reports transmitted by the county commissions and, following a public hearing, adopting a written report that consolidates, summarizes, analyzes, and comments on those annual audits and reports.

(h) Applying for gifts, grants, donations, or contributions of money, property, facilities, or services from any person, corporation, foundation, or other entity, or from the state or any agency or political subdivision thereof, or from the federal government or any agency or instrumentality thereof, in furtherance of a statewide program of early childhood development.

(i) Entering into any contracts and allocating funds to county commissions as necessary or appropriate to carry out the provisions and purposes of this act.

(j) Making recommendations to the Governor and the Legislature for changes in state laws, regulations, and services necessary or appropriate to carry out an integrated and comprehensive program of early childhood development in an effective and cost-efficient manner.

130130. Procedures for the conduct of business by the state commission not specified in this act shall be contained in bylaws adopted by the state commission. A majority of the voting members of the state commission shall constitute a quorum.

(C) The requirement that the county commission adopt an adequate and complete county strategic plan for the support and improvement of early childhood development within the county.

(i) The county strategic plan shall be consistent with, and in furtherance of the purposes of, this act and any guidelines adopted by the state commission pursuant to subdivision (b) of Section 130125 that are in effect at the time the plan is adopted.

(ii) The county strategic plan shall, at a minimum, include the following: a description of the goals and objectives proposed to be attained; a description of the programs, services, and projects proposed to be provided, sponsored, or facilitated; and a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators. No county strategic plan shall be deemed adequate or complete until and unless the plan describes how programs, services, and projects relating to early childhood development within the county will be integrated into a consumer-oriented and easily accessible system.

(iii) The county commission shall, on at least an annual basis, be required to periodically review its county strategic plan and to revise the plan as may be necessary or appropriate.

(D) The requirement that the county commission conduct at least one public hearing on its proposed county strategic plan before the plan is adopted.

(E) The requirement that the county commission conduct at least one public hearing on its periodic review of the county strategic plan before any revisions to the plan are adopted.

(F) The requirement that the county commission submit its adopted county strategic plan, and any subsequent revisions thereto, to the state commission.

(G) The requirement that the county commission prepare and adopt an annual audit and report pursuant to Section 130150. The county commission shall conduct at least one public hearing prior to adopting any annual audit and report.

(H) The requirement that the county commission conduct at least one public hearing on each annual report by the state commission prepared pursuant to subdivision (b) of Section 130150.

(I) Two or more counties may form a joint county commission, adopt a joint county strategic plan, or implement joint programs, services, or projects.

(2) The county's board of supervisors has established a county commission and has appointed a majority of its members.

(3) The county has established a local Children and Families Trust Fund pursuant to subparagraph (A) of paragraph (2) of subdivision (d) of Section 130105.

(b) Notwithstanding any provision of this act to the contrary, no moneys made available to county commissions under subdivision (a) shall be expended to provide, sponsor, or facilitate any programs, services, or projects for early childhood development until and unless the county commission has first adopted an adequate and complete county strategic plan that contains the provisions required by clause (ii) of subparagraph (C) of paragraph (1) of subdivision (a).

(c) In the event that any county elects not to participate in the California Children and Families Program, the moneys remaining in the California Children and Families Trust Fund shall be reallocated and reappropriated to participating counties in the following fiscal year.

(e) For the fiscal year commencing on July 1, 2000, and for each fiscal year thereafter, county commissions shall receive the portion of the total moneys

(commencing with Section 940) of Division 3.6 of Title 1 of the Government Code, except as provided by other statutes or regulations that expressly apply to county commissions.

(6) The county commission, its members, and its employees, are protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code, except as provided by other statutes or regulations that apply expressly to the county commissions.

(7) If a county board of supervisors elects not to continue the county's participation in the California Children and Families Program, the board shall adopt an ordinance terminating the county commission.

(A) In terminating its county commission, the board of supervisors shall allow, to the extent possible, an appropriate transition period to allow for the county commission's then-existing obligations to be satisfied.

(B) In event of termination, any unencumbered and unexpended moneys remaining in the local Children and Families Trust Fund shall be distributed pursuant to subdivision (e) of Section 130140.

(C) Prior to the termination of the county commission, the board of supervisors shall notify the state Children and Families Commission of its intent to terminate the county commission.

(D) The liabilities of the county commission shall not become obligations of the county upon either the termination of the county commission or the liquidation or disposition of the county commission's remaining assets.

(c) If a county elects to establish a county commission as provided in paragraph (2) of subdivision (a), the county commission shall be deemed to be an agency of the county with independent authority over the strategic plan described in Section 130140 and the local Children and Families Trust Fund established pursuant to subparagraph (A) of paragraph (2) of subdivision (d) of Section 130105.

(d) Any county commission established prior to the effective date of this section that substantially complies with the provisions of either subdivision (b) or (c) shall be deemed to be in compliance with this section.

(e) (1) Individually identifiable physical or mental health information, substance abuse information, child care or education information, personnel or employment information, financial information, criminal justice information, or demographic information, regarding a child or a child's parent, legal guardian, or other family member, that is provided to a county commission by a parent, legal guardian, family member, health care provider, health plan, public health authority, school, law enforcement agency, social services agency, probation agency or any other source, shall be considered confidential, and may be disclosed only to a person, agency, or entity that receives funding from the county commission, by way of a grant award or contract or as a service provider for the provision of early childhood services, and only to the extent necessary to the provision of services, unless further disclosure is authorized by a written consent of the parent or legal guardian, or where disclosure is required by state or federal law.

(2) Confidential information identified in accordance with this section shall not be subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code.

30131.1. The following definitions apply for purposes of this article:

(a) "Cigarette" has the same meaning as in Section 30003, as it read on January 1, 1997.

(b) "Tobacco products" includes, but is not limited to, all forms of cigars, smoking tobacco, chewing tobacco, snuff, and any other articles or products made of, or containing at least 50 percent, tobacco, but does not include cigarettes.

30131.2. (a) In addition to the taxes imposed upon the distribution of cigarettes by Article 1 (commencing with Section 30101) and Article 2 (commencing with Section 30121) and any other taxes in this chapter, there shall be imposed an additional surtax upon every distributor of cigarettes at the rate of twenty-five mills (\$0.025) for each cigarette distributed.

(b) In addition to the taxes imposed upon the distribution of tobacco products by Article 1 (commencing with Section 30101) and Article 2 (commencing with Section 30121), and any other taxes in this chapter, there shall be imposed an additional tax upon every distributor of tobacco products, based on the wholesale cost of these products, at a tax rate, as determined annually by the State Board of Equalization, which is equivalent to the rate of tax imposed on cigarettes by subdivision (a).

(c) The wholesale cost used to calculate the amount of tax due under subdivision

(b) does not include the wholesale cost of tobacco products that were returned by a customer during the same reporting period in which the tobacco products were distributed, when the distributor refunds the entire amount the customer paid for the tobacco products either in cash or credit. For purposes of this subdivision, refund or credit of the entire amount shall be deemed to be given when the purchase price

less rehandling and restocking costs is refunded or credited to the customer. The amount withheld for rehandling and restocking costs may be a percentage of the sales price determined by the average cost of rehandling and restocking returned merchandise during the previous accounting cycle.

30131.3. Except for payments of refunds made pursuant to Article 1 (commencing with Section 30361) of Chapter 6, reimbursement of the State Board of Equalization for expenses incurred in the administration and collection of the taxes imposed by Section 30131.2, and transfers of funds in accordance with subdivision (c) of Section 130105 of the Health and Safety Code, all moneys raised pursuant to the taxes imposed by Section 30131.2 shall be deposited in the California Children and Families Trust Fund and are continuously appropriated for the exclusive purpose of the California Children and Families Program established by Division 108 (commencing with Section 130100) of the Health and Safety Code.

30131.4. 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

ORDINANCE NO. 4514

**THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO DOES
ORDAIN AS FOLLOWS:**

Section 1. Chapter 8.65 is hereby added to Title 8 of the El Dorado County Ordinance Code to read as follows:

CHILDREN AND FAMILIES COMMISSION

8.65.010 Title. This ordinance shall be known as the Children and Families First Commission Ordinance of El Dorado County.

8.65.020 Findings and Purpose. The board of supervisors hereby finds as follows:

The voters of the State of California passed the California Children and Families First Act of 1998. The act recognizes that there is a compelling need in California to create and implement comprehensive, collaborative, and integrated system of information and services to promote, support and optimize early childhood development from the prenatal stage to five (5) years of age.

The act further recognizes that there is a compelling need in California to ensure that early childhood development programs and services are universally and continuously available for children until the beginning of kindergarten. Proper parenting, nurturing, and health care during these early years will provide the means for California's children to enter school in good health, ready and able to learn, and emotionally well developed.

It is the intent of this ordinance to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development. This system should function as a network that promotes accessibility to all information and services from any entry point into the system. It is further the intent of this ordinance to emphasize local decision making, to provide for greater local flexibility in designing delivery systems, and to eliminate duplicate administrative systems.

The California Children and Families First Act of 1998 provides for funding through an excise tax on tobacco products in order to implement the goals and objectives, which are outlines in the act itself. It is the further intent of this ordinance to create El Dorado County's Children and Families First Commission and funding through the act and to implement the goals and objectives outlined in the California Children and Families First Act of 1998.

8.65.070 Bylaws. The Commission shall adopt and amend bylaws subject to the prior approval of the Board of Supervisors.

Bylaws which set forth the manner of appointment, selection, or removal of members of the county commission, the duration and number of terms county commission members shall serve, and any other matters that the Board of Supervisors deems necessary or convenient for the conduct of the county commission's activities shall be developed by the Commission within 120 days of the adoption of this ordinance and submitted to the Board of Supervisors for approval.

Procedures for the conduct of business by the commission not specified in this ordinance shall be contained in bylaws adopted by the commission, and the Board of Supervisors.

8.65.080 County Strategic Plan. The commission shall adopt an adequate and complete Strategic Plan for the support and improvement of early childhood development within the County.

- A. The Plan shall be consistent with, and in furtherance of the purposes of, the Act and any guidelines adopted by the state commission pursuant to subdivision (b) of Section 130125 that are in effect at the time the plan is adopted.
- B. The Plan shall, at a minimum, include the following: a description of the goals and objectives proposed to be attained; a description of the programs, services and projects proposed to be provided, sponsored, or facilitated; and a description of how measurable outcomes of such programs, services and projects relating to early childhood development within the County will be integrated into a consumer-oriented and easily accessible system.
- C. The commission shall conduct at least one public hearing on the proposed county strategic plan prior to the adoption of the plan and any subsequent revisions to the plan.
- D. The commission shall, on at least an annual basis, review the Plan and revise the Plan as may be necessary and appropriate.
- E. The proposed Plan, and any subsequent revisions to the Plan, shall be submitted to the Board of Supervisors for approval, prior to submission to the State Commission.
- F. The commission shall submit its adopted Strategic Plan and any subsequent revision thereto, to the State Commission.

Section 2. This act is an urgency ordinance necessary for the immediate preservation of the public peace, health or safety within the meaning of Government Code section 25123 and shall go into immediate effect. The facts constituting the necessity are:

State funding resulting from the passage of Proposition 10 (California Children and Families First Initiative), for early childhood development and smoking prevention programs, begins accruing on January 1, 1999. Section 130100 of the Health and Safety Code requires that the county enact an ordinance creating a County Commission to oversee the expenditure of allocated revenue, prior to January 1, 1999, in order for the county to receive funding. Failure to enact the ordinance by such date, places the county in jeopardy of losing all or part of the county's share which accrues after January 1, 1999, result in the delay of the provisions of new early childhood development and smoking prevention programs, which would have a detrimental effect on the health of the citizens of El Dorado County, particularly the children.

PASSED AND ADOPTED by the Board of Supervisors and the County of El Dorado at a regular meeting of said Board held on the 8th day of December 1998.

ARTICLE III. GOAL

The goal of the Commission is to ensure that the children of El Dorado County are in good health, ready and able to learn, and emotionally well developed by facilitating the creation and implementation of an integrated, comprehensive and collaborative system of information and services for children in the target group prenatal to five years of age. This system should function as a network that promotes accessibility to all information and services from any entry point into the system. It is further the intent to emphasize local decision making, to provide for greater local flexibility in designing delivery systems, and to eliminate duplicate administrative systems while emphasizing the importance of proper parenting and nurturing.

ARTICLE IV. PURPOSE

The purpose of the Commission is to develop a Strategic Plan that focuses on the support for, and improvement of, early childhood development within the County. The Strategic Plan is reviewed by the Board of Supervisors, and then submitted to the California Children and Families Commission.

ARTICLE V. AUTHORITY

- A. In November 1998, voters in California approved Proposition 10 creating the California Children and Families Initiative.
- B. The Commission is established by subdivision (1) (a) of Section 130140 of the California Health and Safety Code.
- C. The Commission was ordained on December 8, 1998 by Ordinance No. 4514 of the Board of Supervisors of the County of El Dorado.

ARTICLE VI. MEMBERSHIP

- A. Members shall be appointed by the El Dorado County Board of Supervisors and shall consist of at least 5 but not more than 9 members who will include the following:

- The Director of the El Dorado County Mental Health Department
- The Director of the El Dorado County Public Health Department
- A Member of the El Dorado County Board of Supervisors
- A Representative from the Sacramento-El Dorado Medical Society
- A Representative of education recommended by the County Superintendent's Council

Four individuals appointed by the 4 members of the El Dorado County Board of Supervisors who are not serving on the Commission

- B. Committees shall be appointed by a majority vote of the Commission as the Commission deems necessary. One member of each committee will be designated chairperson.

ARTICLE XI. POWERS AND ACTIVITIES

The powers and activities of the Commissions shall be as follows:

A. Bylaws

The Commission shall adopt and amend Bylaws consistent with the Ordinance *and review annually*.

B. Strategic Plan

The Commissions shall adopt an adequate and complete Strategic Plan for the support and improvement of early childhood development within the County.

1. The Plan shall be consistent with, and in furtherance of the purposes of the Act and any guidelines adopted by the State Commission pursuant to subdivision (b) of Section 130125 that are in effect at the time the Plan is adopted.
2. The Plan shall, at a minimum, include the following: a description of the goals and objectives proposed to be attained; a description of the programs, services and projects proposed to be provided, sponsored or facilitated; and a description of how measurable outcomes of such programs, services and projects will be determined by the Commission using appropriate reliable indicators. The Plan shall describe how programs, services and projects relating to early childhood development within the County will be integrated into a consumer-oriented and easily accessible system.
3. The Commission shall conduct at least one public hearing on the proposed County Strategic Plan prior to the adoption of the Plan and any subsequent revisions to the Plan.
4. The Commission shall, on at least an annual basis, review the Plan and revise the Plan as may be necessary and appropriate.
5. The proposed Plan, and any subsequent revisions to the Plan, shall be reviewed by the Board of Supervisors.
6. The Commission shall submit its adopted Strategic Plan and any subsequent revisions thereto, to the State Commission.

C. Notice of each regular meeting shall be posted at least 72 hours prior to the time of the meeting and shall include the time, date and place of the meeting and a copy of the meeting agenda. Notice of any meeting of the Commission shall be given to any person so requesting. Upon written request, individuals and organizations wishing to receive notice of meetings of the Commission will be included on the distribution list for notice of regular meetings.

D. If compliance with the 72-hour notice would impose a substantial hardship on the Commission or if immediate action is required to protect the public interest, then the Chair may call Special Meetings without regard to the 72-hour notice.

ARTICLE XIII. MINUTES, REPORTS, AND AGENDA

A. The Minutes of all meetings of the Commission shall be recorded by the Staff in the Minute Book of the Commission, and shall be submitted for confirmation to the next meeting of the Commission.

B. Minutes of all meetings of the Committees of the Commission shall be kept by a designated member of the Committee and shall be sent to the Commission Staff to be included on the Agenda for meetings of the Commission.

C. Matters for inclusion on the Agenda of a meeting of the Commission and/or the Committee shall be determined by the Commission and the Staff prior to the meeting.

ARTICLE XIV. RULES OF ORDER

Debate and proceedings before the Commission shall be conducted in accordance with *Robert's Rules of Order (Newly Revised)* when not in conflict with the rules of the Commission and other statutory requirements.

Adopted by the El Dorado County Local
California Children and Families Commission: June 14, 1999
Date

Revised/approved 12/10/01

- ²⁶ Brown ER, Meng YY, Babey SH, and Malcolm E. Asthma in California in 2001: High Rates Affect Most Population Groups. Los Angeles, California Health Interview Survey Policy Brief, UCLA Center for Health Policy Research, May 2002.
- ²⁷ *ibid.*
- ²⁸ Personal conversation with Dr. Betsy Christ, Executive Director, Special Services, County Office of Education, March 22, 2003.
- ²⁹ *ibid.*
- ³⁰ *El Dorado County Child Care and Development Community Assessment and Strategic Plan 2000-2003*. El Dorado County Child Care and Development Planning Council. Summer 2000.
- ³¹ Summary CHDP Data from Confidential Screening and Billing Forms (PM 160), FY 1998-99. California Department of Health Services.
- ³² Heymann SJ, Earle A, Egleston B. Parental Availability for the Care of Sick Children. *Pediatrics* Vol. 98; 226-230, 1996.
- ³³ Heymann SJ, Earle A. The Impact of Welfare Reform on Parents' Ability to Care for their Children's Health. *American Journal of Public Health* Vol. 89:502-505, 1999.
- ³⁴ Green WT. Experience and Brain Development. *Child Development* Vol. 58, 1997.
- ³⁵ Childhood Injury Prevention Program. Maternal and Child Health Branch. California Department of Health Services.
- ³⁶ *Starting Smart: How Early Experiences Affect Brain Development*. An Ounce of Prevention Fund and Zero to Three. 1998.
- ³⁷ Child Abuse Referral Reports. Center for Social Services Research, University of California at Berkeley, 2001.
- ³⁷ Gunnar MR Et Al. Stress Reactivity and Attachment Security. *Developmental Psychobiology* Vol. 29. 1996.
- ³⁸ Pickens J, Field T. Facial Expressivity in infants of depressed mothers. *Developmental Psychology* vol. 29, 1993.
- ³⁹ Radke-Yarrow , M, et al. Young Children of Affectively Ill Parents: A Longitudinal Study of Psychosocial Development. *Journal of the American Academy of Child and Adolescent Psychiatry* Vol. 31, 1992.
- ⁴⁰ *Prenatal to 3/CFFC Family Survey Data Report*. Prepared for the San Mateo Children and Families First Commission. Nancy Frank & Associates. September 2001.
- ⁴¹ Kagan SI, & Neuman MJ. Defining and Implementing School Readiness: Challenges for Families, Early Care and Education, and Schools In RP Weissberg, et al. (eds.) *Healthy Children 2010: Establishing Preventive Services*. Thousand Oaks, CA: Sage Publications 1997.
- ⁴² *El Dorado Child Care and Development Community Assessment and Strategic Plan 2000-2003*. El Dorado County Child Care and Development Planning Council. 2000.
- ⁴³ *ibid.*
- ⁴⁴ What Do Parents Spend on Child Care? *Child Care Bulletin*. National Child Care Information Center, U.S. Department of Health and Human Services. July/August 1995.
- ⁴⁵ *Making a Difference: Opportunities for Improving Health in El Dorado County*. El Dorado Community Health Needs Assessment. Prepared for the El Dorado County Health Alliance by Barbara Aved Associates, October 2002.
- ⁴⁷ *First 5 El Dorado Children and Families Commission Year One Evaluation Report*. Harder+Company Community Research. August 20, 2002.
- ⁴⁸ *ibid.*
- ⁴⁹ Database collection and editing of the *El Dorado County Community Services Directory* was provided by the staff of Community Services Planning Council, Sacramento.

Attachment I—PSSF Report

El Dorado County
Promoting Safe and Stable Families (PSSF)
Annual Report
Fiscal Year 2003/04

The vision of the El Dorado County Promoting Safe and Stable Families (PSSF) is for families to be strong and stable, with successful and effective parenting skills. With PSSF funds, services are provided to keep families unified, safe, responsible, and independent. Families successfully care for, protect, and nurture their children and provide positive, supportive environments that reduce family stress and enhance child development in culturally and socially appropriate ways. These outcomes are created by integrated networks of service organizations and families working together to address the needs of children and parents countywide.

El Dorado County contracts with a private, non-profit organization (New Morning Youth & Family Services) to implement PSSF. They, in turn, subcontract with three other private, non-profit organizations (Tahoe Youth and Family Services, Early Childhood Counseling Center, and the South Lake Tahoe Women's Center) to ensure services are provided countywide. These services are provided in conjunction with Child Abuse Prevention, Intervention, and Treatment (CAPIT) and Community-Based Child Abuse Prevention (CBCAP) services.

1. Objectives

The objectives of the organizations providing PSSF services are to:

- Enable at-risk families to be safe, strong, and fully able to nurture and protect children through comprehensive, coordinated strengths-based and effective child/family services
- Reduce health risks in children and families
- Preserve and reunify at-risk families in ways which enable them to be supported, strong, safe, nurturing, and competent through comprehensive, coordinated, strengths-based, and effective child/family services
- Assist families with children to alleviate crises that might lead to out-of-home placement

We did not have a reliable system/tool to capture the outcomes of "at-risk" families for the 2003/04 fiscal year; however, we developed a tool for the 2004/05 fiscal year and expect to report outcomes from this tool in the next annual report.

The following indicate the success in achieving federal outcomes. This data is taken from the Placement Committee and the *Quarterly Outcome and Accountability County Data Report* provided by the California Department of Social Services.

The following indicates the extent to which each service is available.

Services/Programs	Targeted Population	Service Sites
Develop goals for a long-term plan of action via counseling by licensed therapists, home visitation, center-based programs, and nursing services.	At-risk families of young children.	Schools, homes, offices
Offer parenting education and parent support groups	Same as above	Home visits and offices
Provide individual and family therapy to at-risk families	Same as above	Schools and offices
Deliver crisis intervention (one-time-only sessions)	Same as above	Schools, hospitals, and offices
Promote parental competencies through home visitation services to the most at-risk family of young children.	Same as above	Home visits
Link at-risk families of young children to community resources which will meet their unique physical, mental, economic, or social needs.	Same as above	All sites
Information dissemination	Families with children who demonstrate (or are at risk of) multiple social/emotional and/or school problems	All sites
Referral assistance	Same as above	All sites
Intake/assessment services	Same as above	All sites
Parent education and support	Same as above	All sites
Family/group therapy	Same as above	All sites
Play therapy	Families with children who demonstrate (or are at risk of) multiple social/emotional and/or school problems	Offices
Crisis assistance	Same as above	Offices, hospitals, and schools

Anxiety Disorders	
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6. Baseline Data

The baseline data used for this report is taken from Business Objects and the *Quarterly Outcome and Accountability County Data Reports* published by CDSS. This information, along with the *El Dorado County System Improvement Plan*, is being used to identify gaps in service.

7. Service Category Allocation

The following indicates the percentage of allocation used for each of the four components.

Service Type	Percentage of Allocation
Family Preservation	23%
Family Support	39%
Adoption Promotion and Support	20%
Time-Limited Family Reunification	18%

In the El Dorado County Promoting Safe and Stable Families Three-Year Plan for 2003-2005, the County planned to use 20% of the PSSF funds each year for Time-Limited Family Reunification. For Federal Fiscal Year (FFY) 2003-2004, the county was unable to use the full allocated 20%. The contract for Time-Limited Family Reunification ended during the FFY. Due to the processing period for the new contract, no additional funds were expended until the 2004-2005 FFY.

El Dorado County is considering changes to the length of contract periods to ensure that the 20% minimum allocation is met for each of the four components.

8. Linkages

PSSF services are linked as part of a continuum of services between the non-profit agencies and the County departments.

Programs such as Hand-in-Hand link the non-profit agencies to the Mental Health Department, substance abuse, Child Protective Services, and CalWORKs in providing services under preservation, support, and reunification.

In addition, there is a multidisciplinary team under System of Care/Wraparound, made up of representatives from the Departments of Mental Health, Probation, Human Services, Public Health and the County Office of Education, which staffs cases.

EXHIBIT "E" - CAPIT/CBCAP/PSSF Service Goals and Outcomes Summary

County

INSTRUCTIONS: Please provide information as requested. Check box designating whether report is for CAPIT/CBCAP or PSSF and complete one form for each.
 This summary is "service focused". Clients may access multiple services and shall be counted each time a service is provided during the reporting period. Count families only when services are provided to the entire family unit. The 12 month reporting period covers July 1, 2003-June 30, 2004, and is due September 30, 2004.

County Liaison: _____

Phone: _____

Date: _____

Fax: _____

E-mail: _____

CAPIT

PSSF

CBCAP

Total Number of clients receiving services

Client Centered Services:	ages 0 - 5		ages 6 - 18		Adults (19 years - older)		Families
	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	
Information and Referral							
Intake/Assessment							
Parent Education and Support							
Home Visiting							
Parent Leadership Training							
Family Therapy							
Group Therapy							
Self Help							
Play Therapy							
Child Development/ Therapeutic Day Care							
Respite Care							
Child Care							
Hot Line/ Crisis Line							
Transportation							
Services to/ Prevention of homelessness							
Self Sufficiency/ Life Management Skills							
Educational/ Job Preparation							
Early Childhood Development/ Screening							
Follow-up Consultation/Services							
Other (Specify)							
TOTALS	0 - 5 w/o disabilities	0 - 5 w disabilities	6 - 18 w/o disabilities	6 - 18 w disabilities	Adults w/o disabilities	Adults w disabilities	Families

EXHIBIT "F"

Child Abuse Prevention, Intervention & Treatment (CAPIT) Promoting Safe and Stable Families (PSSF) Service Effectiveness

Engagement Outcomes

Engagement outcomes include the promotion of public awareness of the availability of child abuse prevention services. Recruitment efforts may include, but not be limited to:

- Local newspapers
- Presentations to business, service clients, and schools
- Movie theaters.

The success of recruitment efforts shall be measured by the number of times that awareness efforts are made, and the number of clients engaged in services due to recruitment efforts. This information will be provided monthly by the Subrecipient.

Short-Term Outcomes

Information regarding client satisfaction shall be collected by the Subrecipient, TYFS and SLTWC. Client satisfaction outcomes gathered shall include but not be limited to:

- The percentage of clients who developed trust in the staff
- The percentage of clients who felt welcome at the program
- The percentage of clients voluntarily attending and completing programs.

Data shall be compiled/reviewed by the Subrecipient and submitted to County at least quarterly.

Consumers shall be assessed by Subrecipient, TYFS and SLTWC at intake and again at discharge to determine changes in knowledge, attitude, skills, and aspirations. Short-term outcomes gathered shall include, but not be limited to:

- Increased knowledge of positive discipline techniques
- Increased motivation to succeed in school
- Increased job readiness skills.

Assessments shall be completed at intake and again at discharge. Data shall be compiled/reviewed by the Subrecipient and submitted to County at least quarterly.

Intermediate Outcomes

Quarterly, the Subrecipient shall report changes in applied skills and behavior of clients served under these grant sources by Subrecipient, TYFS and SLTWC, to County. Intermediate outcomes shall include, where applicable, but not be limited to:

- Increased use of effective discipline skills
- Improvement in school grades and behavior
- Completion of job-related course.

Data shall be compiled/reviewed by the Subrecipient and submitted to County at least quarterly.

The process of CAPIT and PSSF service and outcome evaluation may be provided through several methods:

- Team review
- Evaluation of data
- Client satisfaction surveys
- Client assessments (e.g. pre- and post-tests), using various assessment tools such as:
 - Child Behavior Checklist (CBC)
 - Substance Abuse Subtle Screening Inventory (SASSI)
 - Material Social Support Index (MSSI)
 - Adult-Adolescent Parenting Inventory (AAPI-2)
 - General Health Assessment
 - Centers for Epidemiological Studies – Depression (CES-D).

EXHIBIT "G"

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Subrecipient entered into the Underlying Agreement pursuant to which Subrecipient provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Subrecipient for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Subrecipient, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. **Scope of Use and Disclosure by Subrecipient of County Disclosed PHI**
 - A. Subrecipient shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Subrecipient may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of

Subrecipient's proper management and administration or to fulfill any legal responsibilities of Subrecipient. Subrecipient may disclose PHI as necessary for Subrecipient's operations only if:

- (a) The disclosure is Required by Law; or
 - (b) Subrecipient obtains written assurances from any person or organization to which Subrecipient will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Subrecipient disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Subrecipient of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Subrecipient by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Subrecipient under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Subrecipient agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Subrecipient. In connection with its use of PHI disclosed by County to Subrecipient, Subrecipient agrees to:
- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
 - C. To the extent practicable, mitigate any harmful effect that is known to Subrecipient of a use or disclosure of PHI by Subrecipient in violation of this Business Associate Agreement.
 - D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Subrecipient becomes aware.
 - E. Require Providers to whom Subrecipient provides PHI to agree to the same restrictions and conditions that apply to Subrecipient pursuant to this Business Associate Agreement.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the

- County.
- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Subrecipient will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Subrecipient agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Subrecipient agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Subrecipient agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Subrecipient shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Subrecipient need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Subrecipient’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Subrecipient’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Subrecipient.
 - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Subrecipient’s possession constitutes a Designated Record Set.

G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Subrecipient in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Subrecipient's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Subrecipient in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Subrecipient's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Subrecipient in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Subrecipient's use of disclosure of PHI.
- D. County shall not request Subrecipient to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Subrecipient can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Subrecipient, or created or received by Subrecipient on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Subrecipient, the County shall either:
 - (1) Provide an opportunity for the Subrecipient to cure the breach or end the violation and terminate this Agreement if the Subrecipient does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Subrecipient has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Subrecipient shall return or

destroy all PHI received from the County, created or received by the Subrecipient on behalf of the County. This provision shall apply to PHI that is in the possession of Providers of the Subrecipient. Subrecipient shall retain no copies of the PHI.

- (2) In the event that the Subrecipient determines that returning or destroying the PHI is infeasible, Subrecipient shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Subrecipient shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Subrecipient maintains such PHI.

7. HIPAA Business Associate Indemnity

Subrecipient shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Subrecipient and Providers arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Subrecipient and Providers from this Business Associate Agreement. Subrecipient shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Subrecipient, Subrecipient shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Subrecipient's indemnification to County as set forth herein. Subrecipient's obligation to defend, indemnify and hold harmless County shall be subject to County having given Subrecipient written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Subrecipient's expense, for the defense or settlement thereof. Subrecipient's obligation hereunder shall be satisfied when Subrecipient has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Subrecipient's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

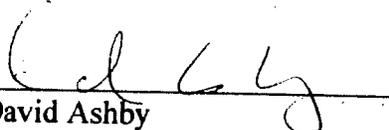
In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Subrecipient from indemnifying the County to the fullest extent allowed by law.

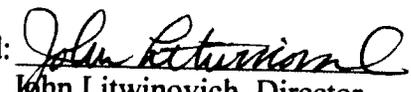
In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts – any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: 10/9/06

Dated: 10/2/06

Signed: 
David Ashby
Executive Director
New Morning Youth & Family

Signed: 
John Litwinovich, Director
Human Services Department
El Dorado County