



Funded Partner Manual

Supportive Services

Unified Framework for Success

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FISCAL YEARS 2016-2018

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Introduction

Dear Partner:

Welcome to the First 5 Fresno County family!

Since inception, First 5 Fresno County has worked to lift up young children to their full potential and deliver on the promise of a brighter future for all of Fresno County. We've grown from an agency working to define itself, to an agency with strong community relationships and a clear vision of a robust early childhood system of care and are determined to see it realized.

The 2013-2020 Strategic Plan sets out a bold vision aimed at changing the odds for all children in Fresno County and keeps families at the core of all that we do. It is critical First 5 Fresno County challenges and leads the community in creating long-term, sustainable systems that support children and families. Doing so ultimately will ensure all children achieve success in school and in life.

First 5 Fresno County is dedicated to ensuring all funded partners receive the resources and assistance needed to successfully plan and implement programs and services. This Funded Partner Manual has been developed to provide you with comprehensive information on our requirements and to assist you in managing your First 5 Fresno County contract.

Thank you for working with us to implement First 5 Fresno County's 2013-2020 Strategic Plan in support of children ages 0 to 5 and their families.

Sincerely,

A handwritten signature in black ink that reads "Emilia Reyes". The signature is written in a cursive, flowing style.

Emilia Reyes

Executive Director

Overview of First 5 Fresno County

At First 5 Fresno County (F5FC), we deliver on the promise of a brighter future for all young children. We build on the strengths of all Fresno County families and the community that supports them by investing in, and supporting programs and efforts that strengthen our early childhood system of care.

F5FC was created in 1998 when California voters passed Proposition 10 (Prop 10), known as “The Children and Families Act.” Prop 10 designated a 50-cent sales tax to every pack of cigarettes or tobacco product sold in California to be used to promote, support and improve the early development of children from the prenatal stage to five years of age. The State of California collects the money and distributes it to each county based on birthrate. F5FC is responsible for developing a strategic plan to guide local funding decisions that are consistent with the purpose of Prop 10.

In January 2015, F5FC engaged in a focused review of the 2013-2020 Strategic Plan to explore opportunities presented by the new Lighthouse for Children facility and revisit the plan’s investment strategies for relevancy after two years of implementation. The current strategic plan maintains children ages 0 to 5 and their families at the center of all F5FC’s investments and efforts. Health promotion, early learning, and strong families will continue to be the focus for partnerships with Funded Partners across the county to offer families quality services to sustain positive outcomes for children and improve the overall system of care in Fresno County.

The full [F5FC 2013-2020 Strategic Plan – \(2015 Review Version\)](http://www.first5fresno.org) is available on the F5FC website at www.first5fresno.org.

Our Vision: *All children ages 0 to 5 will achieve optimal social, emotional, physical and cognitive development.*

Our Mission: *To be a catalyst for creating an accessible and effective network of quality services for young children and their families.*

Contract Monitoring

As a public agency, F5FC must abide by state and federal laws, and is required to implement policies and procedures for contracting and procurement.

Contract monitoring helps us:

- Ensure deliverables outlined in the scope of work, evaluation and budget are met
- Promote continuous quality improvement of program services and F5FC processes
- Enable F5FC to obtain information regarding the quality and effectiveness of a program/contract
- Ensure costs are reasonable, necessary and justifiable with intended and actual outcomes

Funded Partners must adhere to all administrative, programmatic and fiscal requirements and procedures outlined in this Manual. The F5FC Contract Manager assigned will provide guidance to Funded Partners and will monitor the contract on an ongoing basis to ensure that requirements are met.

Contact your F5FC Contract Manager if you have any questions or concerns regarding F5FC policies, requirements and final contract determinations. We want to ensure we address any issues or concerns as soon as they arise to avoid interruption of services to young children and families. Your F5FC Contract Manager will work closely with you to ease all challenges throughout the contract term.

You may also contact your Contract Manager’s Supervisor or the Executive Director if you have any specific questions or concerns.

Administrative

Administrative monitoring gives us the opportunity to ensure the Terms and Conditions outlined in the contract are understood and followed.

Funded Partner Manual & Contract

Funded Partners are responsible for maintaining a copy of their contract and the most up to date Funded Partner Manual. Both documents contain everything you need to know about us and our partnership. So, please let the following pages guide you through our requirements.

Client Eligibility

With our undivided focus on families with children ages 0 to 5 in Fresno County, we make our youngest residents the biggest priority. We do this by ensuring F5FC funds are only used towards programs and efforts that impact:

- Children prenatal through 5 years of age (the eve of their 6th birthday) who reside in Fresno County
- Parents, primary caregivers, or legal guardians of children prenatal through 5 years of age who reside in Fresno County
- Professionals who provide services to Fresno County (i) children prenatal through 5 years of age and/or (ii) the parents, primary caregivers, or legal guardians of these children

If applicable, Funded Partners are required to maintain documentation to verify client age and residency eligibility. Accepted documentation includes birth certificates and immunization records for proof of age and a utility bill for proof of residency. Other forms of documentation must be approved by F5FC.

Confidentiality

During the term of the contract, Funded Partners may have access to confidential client information and records to support effective coordination and delivery of services. Records pertaining to any individual client are confidential and should not be open to examination for any other purpose besides evaluation and verifying contract compliance. Funded Partners must not disclose any confidential client information to any third party without written authorization from the client, F5FC, and/or legally authorized representative.

Standard procedures for keeping client level information confidential include, but are not limited to:

- Storing completed questionnaires or other paper records in a locked location where only designated project staff have access
- Keeping electronic information in password-protected, secure files
- Limiting the number of users in the Persimmony database
- Replacing names, addresses and other identifying information with codes on paper and/or electronic records

For additional information please refer to the Confidentiality section of the contract.

Department of Justice Fingerprint Clearance

For the safety of children, Funded Partners must ensure all employees, agents, volunteers and subcontractors, funded or not funded by F5FC, who directly provide services and/or may have direct, unsupervised access to children must be fingerprinted in accordance with state and federal laws and must have a criminal clearance which states they do not have a criminal history. Verification of fingerprint clearance must be maintained for all parties listed above.

Administrative Policies

In addition to this manual, F5FC has adopted the following administrative policies to guide investments and partnerships in support of young children and families:

[Breastfeeding Friendly \(BFF\) Policy](#)

[Equipment & Capital Policy](#)

[Faith-based Policy](#)

[Supplanting Policy](#)

[Tobacco-Free Policy](#)

The complete policies can be found in the appendix of this manual and on the [F5FC website](#).

Insurance & Licensure Requirements

Funded Partners must maintain valid licenses, certifications and insurance coverage as applicable. Please refer to the Insurance section of your contract for more details on the insurance coverage requirements.

Cultural Competency

All services, documents and program materials must be culturally and linguistically relevant to meet the diverse needs of our community and the populations served. We know cultural competency is an ongoing process. Because of this, we encourage ongoing professional development to nurture cultural sensitivity, focusing on family strengths.

Communications

We are passionate about the work we do. And we are passionate about the brand we've built. Help us showcase Prop 10 funds at work in Fresno County by displaying the F5FC logo. With proper application, our logo on print and electronic publications in support of funded programs, events or projects can help promote our partnership and the impact of our work on young children and families.

Logo Treatment

Our logo is the single mark that represents us wherever we go. Which is why it's important that we always use it properly. This section is intended to serve as an initial guide for the proper way to publish, portray and apply our visual identity. We've laid out a few do's and don'ts and other details that will help ensure the F5FC logo is properly represented.

Color



Reversed



Black



Size: A minimum size of 1" wide, scaled proportionately, is necessary to maintain legibility.



1" wide

Space: A clear space equal to the width and height of the "hand" box should be maintained around all four sides of the logo.



Incorrect Usage: Please do not change logo colors, skew the logo, place the logo on busy backgrounds, rearrange or alter the logo elements.

In rare cases, if determined suitable for any document, the logo may be substituted with the following: "Funded by First 5 Fresno County." or "Partially funded by First 5 Fresno County."

Media Inquiries 101

In addition to logo use, media relations can further support our effort of highlighting Prop 10 funds at work and the impact of our partnership. Whether you're actively soliciting the media or have been contacted by the media, we want to support you in telling the story of your F5FC funded program/project. Here are some steps to guide you:

Before soliciting the media about a F5FC funded program/project:

1. Reach out to your F5FC Contract Manager about your plan to engage the media. This will help determine if and how F5FC can support you.
2. Submit a draft press release to your F5FC Contract Manager.

Before responding to media requests about your F5FC funded program/project:

1. Tell the reporter you would like to help -- you may not be the appropriate person to provide comment but you can have someone get back to them. Take down the following information:
 - Reporter's contact information (name, email, phone)
 - What is the story about?
 - Deadline for a call back?
 - Who else is being interviewed for the story?
 - When will the story air or be published?
2. Reach out to your F5FC Contract Manager about the media request to:
 - Inform F5FC about the funded program/project media coverage.
 - Determine what role F5FC will have, if any.
 - Responding to the media
 - Reviewing press release or media statements
 - Providing talking points about F5FC
 - Tuning in and promoting the story

We understand that the media works under tight deadlines and will always do our best to respond in a timely manner.

We Are Here to Help!

Call, email or visit us for support or questions regarding brand guidelines. The current logo and Brand Guidelines are available for download on the F5FC website. We updated our logo in 2017. The Community Relations Department will be happy to review materials/documents with you prior to publication.

**First 5 Fresno County
Community Relations Department**

info@first5fresno.org

559-558-4916

End of Contract Term Requirements

When your contract is close to ending or has already ended, you will receive a contract closing letter which may include steps to formally close the contract. Your F5FC Contract Manager will inform you if additional requirements will be needed.

Corrective Measures

As stewards of public funds designated to benefit young children and their families, F5FC takes steps to ensure investments are met as described in each scope of work and budget per the contract. Failure to adhere to administrative, programmatic and/or fiscal requirements may result in any of the corrective measures listed in the table below. Corrective measures may be imposed on a contract and/or agency level.

Some examples of fiscal findings and possible disallowed costs are detailed below:

- Expenses exceeding an approved amount by more than 10% per main line item/phase specified on the budget
- Incurred expenses not detailed in the SOW and/or budget and not directly related to the funded project
- Late submission of reports (defined as the submission of all required documents at any time beyond the due date)
- Incomplete or inaccurate reports (e.g. missing General Ledger reports, receipts, Purchase Orders, packing slips etc.)

Note: Based on the severity of the finding(s) and at the sole discretion of F5FC, corrective measures may or may not be imposed in the following order.

Steps	Action
One	A compliance warning notice or email will be sent to the Funded Partner if contract deliverables are not met.
Two	A Corrective Action notice will be sent and Funded Partner will be required to submit a corrective action plan. Corrective Action Notice may include one or more of the following: <ul style="list-style-type: none"> • Reimbursement to F5FC for services inaccurately reported/administered and/or a 5% penalty will be imposed on balance due to Funded Partner • Suspension of contract without payment • F5FC Commissioners may be notified
Three	Termination of contract, expenses are considered disallowed and agency may be ineligible for future F5FC funding

Corrective Action Plan

A Corrective Action Plan is developed when a Funded Partner is not meeting their contractual obligations and is in breach of contract. In such cases, F5FC will require a Corrective Action Plan resolving all issues identified within an agreed upon timeframe.

Instances warranting a Corrective Action Plan include, but are not limited to, the following:

- Underperforming, incorrect, incomplete and/or late fiscal invoicing and/or reporting on deliverables
- Specific contractual requirements are not being met per the original intent or expected level of quality

Failure to meet Corrective Action Plan requirements may result in additional corrective measures or termination of contract.

Programmatic

Programmatic monitoring helps us ensure that all deliverables outlined in the scope of work are met and promote continuous quality improvement of program to young children and families.

Scope of Work and Budget

In collaboration with your F5FC Contract Manager, you will prepare a Scope of Work (SOW) including a budget that details all services/deliverables to be achieved.

For multi-year contracts, scope of work/budgets are updated each fiscal year to reflect all funds remaining or projected renewal amounts.

Persimmony & Reporting Requirements

A web-based monitoring, tracking and reporting data system called Persimmony is used as the primary tool for data collection and reporting requirements. Funded Partners will receive access to the Persimmony system after their contract has been executed. Together with your F5FC Contract Manager, you will determine the type of submission requirements, access and training need based on your individual SOW/Budget. Staff responsible for entering data must participate in Persimmony trainings.

If you are experiencing problems with entering and submitting data, Harder+Company Community Research is available for support at f5fcpersimmony@harderco.com.

Quarterly Narrative and Aggregate Reports

As applicable, Funded Partners are required to submit narrative and/or aggregate data. This will be established with the finalization of the contract.

Aggregate data includes information collected about events, group activities, etc. A narrative report gives you the opportunity to share with us outcomes, successes, and challenges of the project. Details about such requirements will be determined with your F5FC Contract Manager based on individual SOW/Budget.

Note: Any report submitted is considered a public document and can be reviewed by members of the public upon their request.

Documentation of Services & Record Retention

Funded Partners must maintain backup documentation for all services/deliverables required by the SOW. Documentation includes but is not limited to: financial records, agendas, handouts, assessments, reports, etc. Missing and/or incomplete documentation will result in disallowed costs.

Due to F5FC audit mandates and needs, all documents and records for funded programs must be retained for at least four years from the expiration of the contract term. During this time, Funded Partners must archive records to facilitate simple retrieval and make them available during audit inspection. All records should clearly indicate on their storage container(s) the following information:

- Agency name
- Project name and contract number
- Beginning and end date of the contract
- Type/description of the records included in the container

When the four years have expired, Funded Partners must destroy and eliminate all identifying information and records.

Annual Contract Review

As stewards of public funds designated to benefit young children and their families, F5FC obtains information to ensure quality and effectiveness of our investments. Funded Partners can expect at least one Annual Contract Review (ACR) per fiscal year. The purpose of the ACR is to discuss the contract and to verify backup documentation is consistent with what has been reported to F5FC.

In the case where Funded Partners have subcontracts, Funded Partners are expected to have all appropriate subcontractor documentation available at the time of the ACR. ACRs may take place in person, remotely and/or a combination of both. Funded Partners will be notified of requirements and expectations for this type of review in a formal letter from your F5FC Contract Manager.

If F5FC determines a need to conduct further oversight of activities to determine whether or not a Funded Partner committed fraud, breach, or other misrepresentation related to the services or contract performance, the Funded Partner will bear all costs incurred.

Past Performance Review

Past performance is taken into consideration for contract renewals, advancements, payments and funding. F5FC will not consider funding agencies with a history of unresolved contract findings.

Urban & Rural Designations

We are committed to serving both the rural and urban areas of Fresno County. For reporting purposes, we've identified all zip codes in the cities of Fresno and Clovis as urban and all others as rural.

Fiscal

Fiscal monitoring examines financial statements, records, and procedures. Funded Partners are responsible for knowing the details of their contracts and pertinent codes, regulations, local, state and federal laws that are applicable. While F5FC staff provide some technical assistance, Funded Partners are ultimately responsible for monitoring their contracts and expenditure levels. The Funded Partner is responsible for knowing what steps are needed to ensure program compliance and acquire the proper expertise to manage the contract's finances. Contract budgets are monitored on a line-by-line basis.

Note: All finance forms and guidelines referenced below are located on the [F5FC website](#).

Restricted Funds

Payments made to Funded Partners are restricted funds. This means receipt and disbursement of F5FC funds must be accounted for separately in the bookkeeping system and records.

Funded Partners must keep receipts and other documents related to contract expenditures and make these records available to F5FC upon request. F5FC or a designated representative reserves the right to audit the Funded Partner's books and records relating to the expenditure of any F5FC funds.

Unspent Funds

Unspent funds of multi-year contracts will be generally allocated to the next fiscal year. Any unspent funds at the end of the contract's last fiscal year will be de-obligated and returned to F5FC.

Budget

All Funded Partners will prepare a detailed budget as part of the contracting process. See SOW/Budget section above.

Contract Amendment Requests

To make any changes to your contract budget and/or SOW, you must submit a Contract Amendment Request (CAR). The method to submit a CAR varies by contract term and type. Contact your F5FC Contract Manager to identify the process for a CAR. No retroactive budget or SOW revisions will be approved.

A CAR is required if:

- Any change to a line item exceeding \$5,000 for contracts over \$250,000 and 10% of any line item for contracts under \$250,000
- A change to the duration of the contract (term dates), an increase approved by F5FC, a change to the agency name, the addition or deletion of a deliverable, and/or a change in the contract amount

Requests must be submitted prior to incurring expenses. This allows F5FC to determine its appropriateness and minimizing any disallowed costs to the Funded Partner. F5FC will determine the materiality of the request and ensure it fits the intent of original funding. The request may require a formal contract amendment with signatures or it may be accommodated with a budget and/or SOW revision approved by F5FC.

Funded Partners will be notified in writing if modifications or amendments are approved or denied. If any of the information is incomplete the request will be denied. Changes within budget sub-line items do not require a budget revision.

Administrative/Indirect Costs

Indirect costs refer to administrative costs and/or expenses that cannot be readily assigned to one specific program or one specific line item within a program, or those expenses that are purely administrative functions. Indirect costs and limits per contract will be determined by F5FC.

Cash Match Requirement

To showcase that the “value” of our investment is much more than a standard “fee for service” and promote sustainability of services in the community, F5FC requires Funded Partners to provide a specific cash match or in-kind contributions for particular funding mechanisms under the [2013-2020 Strategic Plan](#). Cash match and/or in-kind contribution requirements, if applicable, are specified in each contract.

Funded Partners are to report cash match funds as expenditures and services incurred. For reimbursement, each financial report must include the proportionate share of matching funds for each line item(s) and/or overall expenditures for the reporting period. Proper documentation to verify leveraged, cash match and/or in-kind contribution (e.g. General Ledger, Transaction Report, Budget Register, written justification signed by notice holder, etc.) is required and must adhere to the reimbursement payment process.

Electronic Payments

In lieu of issuing checks and mailing payment, F5FC utilizes the Electronic Funds Transfer (EFT) System to make Automated Clearing House (ACH) payments, also known as a direct deposit.

With the EFT system, we can transfer payments from our bank account directly to Funded Partners. Electronic payments eliminate the need to print and mail checks, ensure payments are received by a specific date, and provide an efficient, cost-effective payment process. Electronic payments also eliminate the use of paper, postage, office supplies, processing time, storage space and provide Funded Partners an option to receive payment quickly.

Setting up and approving EFT accounts can take some time, so a completed [EFT Authorization Form](#) is required from Funded Partners upon notification of a contract award. F5FC will make all contract payments through the electronic payment system. Accurate and complete information is critical to avoid delayed payments.

Reimbursement Payments

Payments are made upon the successful completion of deliverables outlined in the SOW/Budget. This includes the achievement of performance standards and the timely submission of programmatic and fiscal reports. Funded Partners must upload and submit invoices via the Persimmony system.

The reimbursement process is as follows:

- If applicable, Funded Partners must submit Persimmony program data/narrative report, as defined in their contract
- After Persimmony program data submission (if applicable), Funded Partners must submit a request for reimbursement (financial report)
 - The request for reimbursement outlines the Funded Partner’s expenses for the invoice period by F5FC budget line item and also includes any payments received and any reimbursements due
 - To support the expenditures referenced on the financial report, documentation must be attached
- Once the request for reimbursement is received it is reviewed and approved by your F5FC Contract Manager to ensure contract deliverables were met
- Incomplete reports will be returned to the Funded Partner requesting missing documentation

Advance Payments

From time to time, advance payments may be considered and approved based on availability of F5FC funds and type of services. To request advance payment under a new contract, Funded Partners must submit the request on company letterhead, specifying the reason(s) advance payment is needed.

If approved and contingent on the Funded Partner's performance in meeting contractual requirements, cash advance should not exceed 50 percent of the maximum amount allowed in the fiscal year. Additional funds will not be released until 75 percent of the previously released funds has been expended and reported.

If at the end of the contract period (i.e. fiscal year) the Funded Partner has not utilized any portion of the advance payments, it shall be returned to F5FC. If the amount is not returned, F5FC will withhold funds from the subsequent year's contract (if applicable). We will always make every attempt to negotiate a solution before pursuing litigation.

Funded Partner Subcontractors

Transforming the health and development of all children in Fresno County is possible when community organizations, private and government agencies work together to mobilize support and services for young children. At F5FC we believe innovative solutions for children emerge from multi-agency partnerships. We have developed guidelines in the case where a Funded Partner subcontracts services as part of their contract with F5FC. The following responsibilities include but are not limited to:

- Submit all subcontracts to your F5FC Contract Manager for pre-approval
- Provide F5FC with a signed copy of the subcontract upon execution
- Verify subcontractors carry and maintain adequate insurance
- Communicate to F5FC on behalf of all subcontractors
- Understand and monitor services being delivered by subcontractors to ensure it aligns with the SOW
- Submit periodic reports in a timely manner (includes information regarding subcontractors and number of services)
- Verify and submit invoices submitted by subcontractors in a timely manner
- Ensure documentation is sufficient to support expenditures (includes subcontractor documentation)

Responsibilities of each subcontractor include, but are not limited to:

- Submit timely requests for reimbursement to the lead agency
- Ensure documentation supports expenditures
- Meet deadlines for providing information to the lead agency
- Communicate with F5FC through the lead Funded Partner

Please refer to the Subcontracts section of the contract for more information.

Equipment & Capital Purchases

F5FC will not approve any equipment or capital purchases unless they are necessary to fulfill and accomplish services outlined in the SOW. Equipment and capital purchase requests must be submitted in writing and approved by F5FC prior to purchase. If approved, please refer to the [Equipment and Capital Policy](#) for more information.

Food Purchases

Food and beverage purchases with F5FC funds must contribute to the overall health and wellbeing of young children and their families and comply with the [United States Department of Agriculture Dietary Guidelines](#). Funded Partners are encouraged to consider the cultural appropriateness of all food items purchased. Unhealthy items purchased with F5FC funds will be considered disallowed costs. Contact your F5FC Contract Manager for clarification if needed.

Incentives & Stipends

Incentives and stipends are not allowed except under specific circumstances based on your individual SOW. Contact your F5FC Contract Manager for clarification if needed.

Appendix

Breastfeeding Friendly (BFF) Policy

Statement

Studies show breastfeeding is a low-cost strategy to improve the health outcomes of babies and mothers. However, in Fresno County, only a small number of mothers make the choice to exclusively breastfeed their newborn babies. Society's stigma associated with breastfeeding, lack of information, support at home, at the workplace, and in public places influences a mother's decision to breastfeed. In California, mothers have the right to breastfeed in public (CA Civil Code Section 43.3).

The Commission embraces the importance of supporting and encouraging mothers to breastfeed their babies for as long as possible and has adopted a Breastfeeding Friendly (BFF) Policy to be in place in any agreement between the Commission and programs and services funded by the Commission.

Implementation

All service providers and vendors contracting with the Commission must agree to comply with the Commission's BFF Policy, which requires the display of the Commission's BFF logo in a highly visible location such as the lobby/reception area, front window or front entrance of the agency's office or service location.

By displaying the BFF logo, agencies promote awareness and support of California Civil Code –Section 43.3 - a mother's right to breastfeed in public.

The Commission's BFF logo will be provided in the form of a window cling (size 4" by 5"). It displays the international breastfeeding logo, the letters "BFF" and the phrase "Breastfeeding Friendly." Commission staff will work with service provider/vendor to identify ideal location to display the logo. In the event the window cling is not feasible or appropriate, F5FC staff may authorize other supporting items such as a clear counter stand or a printed wall sign.

In addition, when Commission funds are used to directly support an event or community gathering of 100 or more individuals for two or more hours, a private BFF space must be made available to event participants. At a minimum, the BFF space must be clean, include comfortable sitting, counter space, and have access to electricity. The BFF space must be advertised in all event materials prior to and during the event.

All service providers and vendors contracting to receive funding from the Commission must sign a Breastfeeding Friendly Policy Agreement Form prior to the disbursement of any funds. By signing this Form, service providers and vendors indicate they are aware and support a mother's right to breastfeed in public. This policy does not necessarily require them to provide a "special" or "dedicated private space" for a mother to breastfeed, unless the Commission funds are used to directly support an event as specified above. It is assumed all service providers and vendors are adhering to Federal and State ordinances and codes including the state law protecting an employee's right of lactation accommodation in the workplace (California Labor Code 1030-1033).

All service providers and vendors receiving funds from the Commission must agree to comply with this policy throughout the duration of the contracting term/partnership.

Equipment & Capital Policy

Statement

This policy provides the definition and overview of equipment and capital purchases. F5FC will not approve any equipment or capital purchases unless they are necessary to fulfill and accomplish direct program services outlined in the scope of work. Commission staff and Funded Partners are responsible to safeguard, maintain and track the location of equipment and capital assets.

Implementation

Equipment and capital purchased with Commission funds must be used to support children 0-5 years old and their families in Fresno County.

- Equipment is defined as: non-consumable items with a purchase value of \$1,000 to \$5,000 per item or in aggregate.
- Capital is defined as: non-consumable items with a purchase price of \$5,001 or more per item or in aggregate.
- “In aggregate” means more than one item of the same equipment type or a system with multiple components. For example: the purchase of five chairs. Individually a chair costs \$200 and the total cost of the five chairs is \$1,000.

Equipment and capital requests made by Funded Partners must be made in writing during the budget development or modification. If the request is approved, the purchase must be made within 60 days. To be reimbursed for the purchase, Funded Partners must submit, via the Commission’s program database known as Persimmony, the invoice, receipt and packing slip with the financial report. The Commission will track and verify the equipment throughout the duration of the contract.

Funded Partners are required to maintain an inventory list of equipment purchased with Commission funds, which at minimum should include:

- Name of item
- Date of purchase
- Quantity
- Cost at time of purchase
- Serial number
- Assigned staff
- Exact location where the equipment is located

Commission staff will verify serial numbers, description, location and the user of the equipment during the Annual Contract Review and document any discrepancies. Any changes in the equipment status (e.g. location and/or assignment to staff) must be forwarded to the Commission. For contract closing requirements regarding equipment, please refer to the End of Fiscal Year Requirements section of the Funded Partner Manual.

Faith-Based Funding Policy

Statement

The Commission embraces the value of an active partnership between families, Service Providers, civic leaders, the faith-based community, local business and the community at-large, and honors and respects the diversity of our community.

In addition to the explicit understanding that Prop 10 funds are to be used exclusively for the benefit of children birth to five years old in accordance with California Law, Fresno County Ordinance and Commission's approved Strategic Plan, this policy is meant to further clarify the relationship between Prop 10 objectives and faith-based partners.

The Commission acknowledges the right of individuals to participate in Commission funded programs without coercion or unsolicited exposure to faith. Therefore, the Commission will not fund/support religious activities, and/or activities that appear to promote a particular religious belief over others by way of its funding practices.

Implementation

The Commission thoughtfully established the following safeguards to protect religious freedom and maximize inclusiveness. Those safeguards are as follows:

- The Commission shall not discriminate against an organization which is or applies to be a contractor based upon its status as a faith-based organization so long as it is willing to adhere to the policies and procedures that the Commission has established for all organizations receiving Prop 10 support.
- The Commission shall not attempt to regulate or abridge the rights of a faith-based organization to retain independence over the definition, development, practice and expression of its religious beliefs.
- The Commission expects that no eligible program beneficiary would be denied access to services due to their race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation, disability, veteran status, citizenship or known disability.
- The Commission expects all Prop 10 funds to be used for non-religious activities and expects that no eligible program beneficiary will be subjected (before, during or after the program activity) to religious messages when he or she participates in Prop 10-funded services. Program activity is defined as all verbal, written and visual information provided directly or indirectly (decorations, background music, etc.) to the participant in the course of their participation in Prop 10-funded activities. To this end, the Commission will work with funded Service Providers to ensure that appropriate space is available for service delivery, including the use of alternative service delivery sites if the Service Provider is housed in a faith-based organization.
- The Commission, through its funding practices, will not support religious or other forms of discrimination (race, color, ancestry, national origin, age, sex, marital status, sexual orientation, disability, veteran status, citizenship or known disability) in the personnel practices of organizations receiving Prop 10 funding.
- The Commission anticipates the ability to conduct fiscal and programmatic audits of all organizations who receive Prop 10 support. Minimally, each funded organization must have proper accounting practices such that the funds are not co-mingled and an accurate delineation between Prop 10 related expenses and non-Prop 10 related expenses can be traced. Because religious organizations have different legal requirements concerning the disclosure of financial information, the Commission minimally requires that appropriate firewalls (e.g. separate bank accounts) between Prop 10-funded services and the core religious activities of a faith-based organization be developed. While the exact nature of this firewall is the prerogative of the organization it must minimally be able to define

structures that will ensure Prop 10 dollars cannot be channeled into other religious activities of faith-based organizations.

- The Commission expects Prop 10 funded Service Providers and program recipients to comply with all the legal requirements and restrictions imposed upon government-funded activities as articulated in the California Constitution and the Religion Clauses of the First Amendment to the United States Constitution.

R0611 (2)

Supplanting Policy

Statement

This policy provides Commission staff and Service Providers a clear and definitive understanding of the Commission's interpretation of the legislative language and how to apply it to contract/program development.

The California Children and Families First Act of 1998, and Section 30131.4 of the California Revenue and Taxation Code, states:

“All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families First Act and shall be used only to supplement existing levels of service and not to fund existing levels of service. No moneys in the California Children and Families First Trust Fund shall be used to supplant state or local General Fund money for any purpose.”

Implementation

No Commission funds shall be used to supplant (i.e., take the place of or replace) state or local General Fund money (as defined in the definitions section) for any purpose. This prohibition does not apply to federally funded or privately funded programs.

Commission funds shall be used only to supplement (i.e., add to or increase) existing levels of service (as defined in the definitions section) and not to fund existing levels of service. No Commission funds shall be granted or used for services funded by state or local General Funds unless the Commission's funding will improve the quality or quantity of an existing service.

The prohibition on supplantation is not intended to prevent, stifle or discourage state or local government agencies from funding pilot programs (as defined in the definitions section), which provide valuable innovations and formation. The prohibition on supplanting therefore does not apply to pilot programs or services.

Definitions:

State General Fund money is defined as any money received into the treasury of the state and not required by law to be credited to any other fund (Gov. Code 16300). This includes all funds received by the state except those collected by a specific fee or tax for a particular purpose (e.g., Proposition 10 funds, Proposition 99 funds, excise taxes assessed for a particular purpose). State general fund money also includes funds originating from the state treasury (not required to be credited to any other fund) that are subsequently earmarked for a particular use at the county level.

Local General Fund money as pertaining to county is defined as any money received into the treasury of the local government and not specifically appropriated to any other fund (Gov. Code 29301).

Local General Fund money as pertaining to cities, municipalities, or public agencies is defined as any money received into the treasury of the local city, municipality or public agency and not specifically appropriated to any other fund.

Existing services are defined as services in effect or operation at the time a request for funding is acted upon by the Commission, or at any time within the 12-month period preceding the Commission's action.

Pilot programs or services are defined as those activities that are implemented on a temporary and limited basis in order to test and evaluate the effectiveness of the program, develop new techniques, or gather information.

Note: This policy is not to be construed as limiting creativity in terms of prospective applicants/grantees from proposing blended funding streams from multiple sources (public and private).

R0611 (2)

Tobacco-Free Policy

Statement

The Commission recognizes the importance of protecting the health and safety of children, families, employees, visitors, and others and has adopted a tobacco-free policy requiring a tobacco-free provision be present in any agreement between the Commission and programs funded by the Commission.

Implementation

All programs contracting to receive funding from the Commission must provide a written copy of an established tobacco-free policy prior to the disbursement of granted funds. The tobacco policy must apply to all employees, contractors, service employees, visitors, and others. The policy must include, but is not limited to the following:

- The use of tobacco products, including smokeless tobacco, is prohibited within the confines of the «Org_Name» buildings and vehicles. This includes the lobby, entryways, offices, break/lunchroom, restrooms, and any other enclosed areas or buildings leased, occupied or owned by the «Org_Name».
- The advertisement and promotion of tobacco companies, tobacco brands, tobacco products, including smokeless tobacco, is prohibited by «Org_Name». Advertising and promotion includes, but is not limited to, the use of signage, banners, logos, and incentive items.
- «Org_Name» shall provide information and training to staff, parents and/or clients regarding smoking cessation and support programs.
- «Org_Name» shall provide staff, parents, and/or clients with information and materials regarding secondhand smoke exposure and tobacco-related topics.
- Programs must comply with applicable Federal, State, County ordinances and codes, including Labor Code section 6404.5.

All programs receiving funds from the Commission must agree to comply with this policy throughout the duration of their contract term.

R0611 (2)