



**Agenda Item No. 3  
August 1, 2007 Agenda**

**DATE:** July 13, 2007  
**TO:** Children and Families Commission of Orange County  
**FROM:** Michael M. Ruane, Executive Director   
**SUBJECT:** Early Literacy Initiative – Follow-up Actions for Expansion of Reach Out and Read Program and Volunteer Recruitment

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ORANGE COUNTY  
BOARD OF SUPERVISORS

**SUMMARY:**

The Children and Families Commission of Orange County funded the second year of the Early Literacy Program in June 2007. The program includes the expansion of the Reach Out and Read program to pediatrician offices and health clinics throughout the County. The upcoming Governor's Conference for Women promotes volunteerism and is a venue to recruit volunteers to support the Reach Out and Read program and to read to children in waiting rooms. This item requests Commission approval to reapply for National Reach Out and Read grant funds and to participate as an exhibitor at the Governor's Conference for Women.

**National Reach Out and Read Grant Agreement**

The Commission received a grant for almost \$100,000 from National Reach Out and Read (ROR) to support the expansion of the program in Orange County. The grant included Commission matching funds to provide support to the new ROR sites with readers in the waiting rooms, gently used books for siblings and children, ROR coordinators to assist with training and reporting requirements, and centralized book ordering, labeling and distribution.

An extension of the contract to December 31, 2007 has been requested with an expectation to develop a new grant agreement with National Reach Out and Read beginning January 1, 2008. Commission authorization is requested to reapply for funding and execute the grant agreement, if successful. Authorization is also requested to execute any required agreements with publisher, Scholastic to establish a prepared book fund and with other participating entities necessary to implement the grant agreement.

**Governor's Conference for Women**

More than 11,000 people attended the annual Governor's Conference for Women at the Long Beach Convention Center last year. The Commission participated in both the exhibitor and volunteer villages last year to promote Commission programs and recruit volunteers. The Meredith Corporation prints the Commission's Kid Builder books and is the publishing sponsor for the conference. Initial discussions with the Meredith Corporation have begun to co-locate exhibit space and develop promotional materials to support the Commission's early literacy

programs. Commission authorization is requested to participate in the conference this year on October 23, 2007 including up to \$10,000 in costs for promotional materials, conference fees and exhibitor space. This is the same funding level approved for last year's conference.

### **STRATEGIC PLAN AND BUDGET**

This project has been specifically reviewed in relation to the Strategic Plan and is consistent with the Ready to Learn outcome goal. Funding for both the conference sponsorship and the Reach Out and Read Program is available in the adopted FY 2007-2008 budget.

### **RECOMMENDED ACTIONS:**

1. Authorize the Executive Director or designee to reapply for a National Reach Out and Read grant to support expansion of the program throughout Orange County.
2. Adopt resolution (Attachment #1) approving an Agreement in substantially the same format as the attached template (Attachment #2) and authorizing the Executive Director to execute an Agreement with Reach out and Read Inc., in an amount not to exceed \$100,000.
3. Authorize the Executive Director to execute any required agreements with publisher, Scholastic to establish a prepared book fund and with other participating entities as necessary to implement the grant agreement.
4. Approve staff participation in the Governor's Conference for Women and authorize payment for conference costs and promotional materials in an amount not to exceed \$10,000.

### **ATTACHMENTS**

1. Resolution for Agreement with Reach Out and Read Inc.
2. Template Agreement

**Contact:** Kelly Pijl

**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

**RESOLUTION NO. \_\_\_-07-C&FC**

**August 1, 2007**

**A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY DIRECTING THE EXECUTIVE DIRECTOR TO PREPARE AND NEGOTIATE FINAL FORM OF STANDARD FORM AGREEMENTS WITH REACH OUT AND READ, INC. FOR THE EXPANSION OF THE NATIONAL REACH OUT AND READ PROGRAM; AND AUTHORIZING APPROVAL AND EXECUTION OF SUCH AGREEMENT ON BEHALF OF THE COMMISSION**

**WHEREAS**, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County ("Commission"); and

**WHEREAS**, Commission adopted its First Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County's children prenatal to five years of age as codified in the Act; and

**WHEREAS**, the Commission desires to enter into an agreement with Reach Out and Read, Inc., referred to as "Contractor" in the Agreement, for a period of twelve months, in an amount not to exceed \$100,000 to provide services promoting the purposes of the Act and the Strategic Plan based on the form of a Template Agreement referenced as Attachment 2 to this August 1, 2007 Agenda Item; and

**WHEREAS**, Commission desires to authorize the Executive Director or designee, to negotiate the terms and final form of Agreements with Reach Out and Read, Inc., for services as specified in the August 1, 2007 staff report to this Agenda Item; and

**WHEREAS**, Commission has reviewed the August 1, 2007 staff report relating to the Scope of Services to be provided and hereby finds and determines that the proposed Agreement is in furtherance of and consistent with the Commission's Strategic Plan; and

**WHEREAS**, Commission desires to authorize the Commission Chair and Commission Clerk to execute the Agreements with Reach Out and Read, Inc., for a period of twelve months, in an amount not to exceed \$100,000 as specified in the August 1, 2007 staff report to agenda item.

**NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS OF THE ORANGE COUNTY CHILDREN AND FAMILIES COMMISSION AS FOLLOWS:**

**Section 1** Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

**Section 2** Commission authorizes the Executive Director, or designee, to prepare and negotiate the terms and final form of an Agreement with Reach Out and Read, Inc., for a twelve month period in an amount not to exceed \$100,000 to provide services in support of the National Reach Our and Read Program consistent with this August 1, 2007 staff report and scope of services referenced therein; and

**Section 3** Commission hereby approves the Agreement with Reach Out and Read, Inc., for the period of twelve months in an amount not to exceed \$100,000 in a form substantially similar to the Template Agreement referenced as Attachment 2 to the staff report for this August 1, 2007 agenda item for a twelve month period in an amount not to exceed \$100,000 to provide services in support of the National Reach Our and Read Program as specified in the August 1, 2007 staff report.

**Section 4** The Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Agreements on behalf of the Commission.

**Section 5** A copy of the final Agreements when executed by the Commission Chair and attested by the Clerk of the Commission shall be appended hereto as a part of Exhibits A to this Resolution. Exhibits A are hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. Each final executed Agreement shall be placed on file in the office of the Clerk of the Commission.

**Section 6** In addition to the authorization of Section 2 above, the Executive Director, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement(s), (ii) to cause the issuance of warrants, (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such agreement(s), and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such agreement(s) in the furtherance thereof.

**Section 7** The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on August 1, 2007 to wit:

AYES Commissioners: \_\_\_\_\_

NOES: Commissioner(s): \_\_\_\_\_

EXCUSED: Commissioner(s): \_\_\_\_\_

ABSTAINED: Commissioner(s) \_\_\_\_\_

\_\_\_\_\_  
CHAIR

STATE OF CALIFORNIA )  
  )  
COUNTY OF ORANGE )

I, DARLENE J. BLOOM, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

**IN WITNESS WHEREOF**, I have hereto set my hand and seal.

\_\_\_\_\_  
DARLENE J. BLOOM  
Clerk of the Commission, Children and Families Commission of  
Orange County, County of Orange, State of California

Resolution No: \_\_-07-C&FC

Agenda Date: August 1, 2007

Item No.1



I certify that the foregoing is a true and correct copy of the Resolution adopted by the

DARLENE J. BLOOM, Clerk of the Commission

By: \_\_\_\_\_  
Deputy

**EXHIBIT A TO RESOLUTION OF COMMISSION**

(Attach copy(ies) of final executed Agreements)

**AGREEMENT [REDACTED]**  
**BETWEEN**  
**REACH OUT AND READ, INC.**  
**AND**  
**THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
**FOR PROFESSIONAL SERVICES**

This Agreement ("Agreement") is made effective **DATE** ("Effective Date") by and between Reach Out and Read, Inc. ("Contractor") and The Children and Families Commission of Orange County ("Provider") to combine forces to serve low income children in Orange County California with the Reach Out and Read model.

WHEREAS, the Contractor wants to reach out to pediatricians, family physicians, and nurse practitioners in Orange County to inform them of the Contractor's early literacy program for children;

WHEREAS, the Contractor desires the assistance of an organization that can provide administrative and professional services to help increase the awareness and importance of the Reach Out and Read program and support existing Reach Out and Read programs;

WHEREAS, the Provider will provide staff support to assist the Contractor on a consulting basis; and;

THEREFORE, the parties agree as follows:

**1. Nature of Services.**

Provider will provide to Contractor the services described in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by this reference.

**2. Term of Agreement.**

This Agreement shall commence on the Effective Date and continue for a term of **XX months**, between **DATE and DATE**, unless terminated in accordance with Section 4. The Contractor will oversee and provide services during this time to accomplish the Goals stated under the Scope of Service as described in Exhibit A.

**3. Compensation.**

A. Provider will be compensated for services provided under this Agreement in accordance with the Rate Schedule included in Exhibit B.

B. Contractor will send to Provider checks at intervals mutually agreed upon by both parties upon receipt of an invoice in a format as approved by Contractor.

C. Compensation paid under this agreement to Provider will not exceed a total

contract maximum of **XXX,XXX**.

**4. Termination.**

A. Either party may terminate this Agreement without cause by giving the other party thirty (30) days' written notice.

B. In the event of termination, Provider will be paid for services performed and reimbursable expenses incurred to the date of termination.

**5. Project Managers; Assessment of Performance.**

Provider designates **NAME** as Provider's Project Manager for the purpose of performing the services under this Agreement. Contractor designates **NAME**, its Manager of National Expansion, as its Project Manager for the purpose of managing the services performed under this Agreement and monitoring the meeting of the obligations of Program under this Agreement. The parties may mutually agree in writing to change the staff designated to perform services under this Agreement.

**6. Conflicts of Interest.**

In accepting this Agreement, the Provider covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with its obligations under this Agreement.

**7. Indemnification/Insurance.**

Each party agrees to indemnify, defend, and hold harmless the other party from any claim, liability, or loss resulting from the willful, wrongful or negligent act or omission of the indemnifying party, its members, officers, directors, trustees, agents, or employees or its, or their, performance or failure to perform provisions of this Agreement. Each party shall notify the other in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege or the attorney work product privilege. The provisions of this section shall survive the termination of this Agreement.

**8. Nondiscrimination.**

Provider will comply with all applicable Federal, State, and local laws and regulations including Orange County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504). Provider will not discriminate against any subcontractor, employee, or applicant for employment because of

age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Provider discriminate in meeting its obligations under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

**9. Notices.**

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section:

**TO CONTRACTOR:**

**NAME**

Director of Finance and Administration  
Reach Out and Read, Inc.  
29 Mystic Ave  
Somerville, MA 02145-1302

**TO PROJECT MANAGER:**

**NAME**

Director of External Affairs  
The Children and Families Commission of Orange County  
17320 Redhill Avenue, Suite 200  
Irvine, CA 92614

**10. Intent of Parties**

It is not the intent of either Contractor or the Provider that any payments made under this Agreement be in return for the referral of patients or ongoing business, if any, or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing, ordering or arranging of any item or service. All payments specified in this Agreement are consistent with what the parties reasonably believe to be fair market value for the Contracted Services to be provided.

**11. Governing Law.**

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of Massachusetts.

**12. Assignment.**

Neither party will assign, delegate, or subcontract its obligations under this Agreement without the prior written consent of the other.

**13. Relationship of Parties; Independent Contractor**

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractor, and subcontractor's, if any.

**14. Entire Agreement.**

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

**15. Amendments.**

This Agreement may be amended only by an instrument signed by the parties. Institutional Officials shall have the authority on behalf of Provider to execute any amendments pertaining solely to the scope of services.

**16. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**17. Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

**18. Waiver.**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

**Attachment 2**

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

THE CHILDREN AND FAMILIES

REACH OUT AND READ, INC.

COMMISSION OF ORANGE COUNTY

("PROVIDER")

("CONTRACTOR")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sally Snyder, RN

Name: **NAME**

Title: Chair

Title: Director of Finance and Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Children and Families Commission of Orange  
County Counsel

Date: \_\_\_\_\_

Exhibits to this Agreement:

Exhibit A – Scope of Services

Exhibit B – Rate Schedule

Exhibit C –Budget

**EXHIBIT A**  
SCOPE OF SERVICES

**TO BE DETERMINED**

**EXHIBIT B**  
RATE SCHEDULE

**TO BE DETERMINED**

EXHIBIT C

Reach Out and Read Expansion Initiative for Orange County Project Budget Fiscal Year 2006-2007

**TOTAL Current and Proposed ROR Sites: 62**

*Current Sites = 21*

*Proposed New Community Clinic Sites = 13*

*Proposed New CHOC and UCI Sites = 7*

*Proposed New Private Offices = 21*

FUNDING CATEGORY	DESCRIPTION	Total Cost	Orange County Commission Contribution	Request to National	Estimated National to ROR prepaid accounts at Scholastic
ALL TO BE DETERMINED					
<b>TOTALS</b>					