Agenda: Children and Families Commission 07-2018

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

Meeting date, time, and place

July 11, 2018
Commission Meeting
3:30 to 5:00 p.m.
Commission Conference Center

Pledge of Allegiance

Chair or designee will lead the Pledge of Allegiance

SPECIAL PRESENTATION

Stakeholder Survey - Matt Kronz, Research Consultant, Harder+Co Community Research

Conflict of Interest Disclosure

Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Report

Advisory Committee Report by Alan H. Garrett, Chair

Executive Director’s Report by Karen E. Scott

Consent Items

The following consent item is expected to be routine and non-controversial and will be acted upon by the Commission at one time unless any Commissioner directs that the item be removed from the Consent Agenda for discussion.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CONSENT</th>
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<tbody>
<tr>
<td>1</td>
<td>Approve Minutes of June 6, 2018 Commission Meeting.  (Presenter: Staci Scranton, Supervising Office Assistant, 252-4282)</td>
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The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408.

Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.
2. Ratify Cooperative Agreement with First 5 Riverside for shared fiscal responsibility to fund the “Help Me Grow” (HMG) Initiative planning contract with Loma Linda University Children’s Hospital (LLUCH).

<table>
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<tr>
<th>Item No.</th>
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| 3        | Approve the following Quality Rating Improvement System (QRIS) contracts for implementation of Quality Start San Bernardino (QSSB) in accordance with the San Bernardino County’s QRIS Strategic Plan for Fiscal Years 2018-2020:  
  a. San Bernardino County Superintendent of Schools, Contract EC034, in the amount of $712,858 for enrollment services and ratings, and;  
  b. Child Care Resource Center, Contract EC033, in the amount of $3,603,634 for coordination of quality improvement services, program evaluation and professional development, and;  
  c. University Enterprise Corporation/California State University, San Bernardino, Contract EC035, in the amount of $1,053,781 to enhance higher education opportunities in early care and education and conduct site assessments.  
  (Presenter: Cindy Faulkner, Operations Manager, 252-4253) |
| 4        | a. Approve Cooperative Agreement No. SA-19-02 with First 5 Riverside and authorize the receipt of up to $199,617 in reimbursement from First 5 Riverside to share in the expenses of continued planning services identified in the Loma Linda University Children’s Hospital Help Me Grow Initiative contract.  
  b. Authorize the receipt of up to $150,000 in reimbursement from First 5 Riverside to share in the expenses associated with consultant services.  
  c. Authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds.  
  (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255) |
| 5        | Approve Planning Contract SI029 for Fiscal Year 2018-2019 in the amount of $399,235 for Fiscal Year 2018-2019 with Loma Linda University Medical Center Children’s Hospital in a continued effort to launch the Help Me Grow Initiative with shared financial responsibility with First 5 Riverside.  
  (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255) |
| 6        | Approve Contract IC034 with VIVA Strategy + Communications (VIVA) in the amount of $300,000 for strategic consultation services to support planning and implementation activities of the regional Help Me Grow Initiative with shared financial responsibility with First 5 Riverside for Fiscal Year 2018-2019.  
  (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255) |
| 7        | Approve non-financial Memorandum of Understanding with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of July 25, 2018 through September 30, 2020.  
  (Presenter: Staci Scranton, Supervising Office Assistant, 252-4282) |
| 8        | Approve First 5 San Bernardino’s (F5SB) continued support of the Reach Out and Read Initiative in partnership with the American Academy of Pediatrics, California Chapter 2 (AAP-CA2) to provide books for distribution to young children by pediatricians, not to exceed a total of $150,000 for Fiscal Year 2018-2019.  
  (Presenter: Staci Scranton, Supervising Office Assistant, 252-4282) |

Public Comment  
Persons wishing to address the Commission will be given up to three minutes and pursuant to Government Code 54954.2(a)(2) “no action or discussion will be undertaken by the Commission on any item NOT on the agenda.”  

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Commissioner Roundtable

Open to comments by the Commissioners.

Next Meeting at First 5 San Bernardino

Wednesday, August 1, 2018
3:30 p.m. to 5:00 p.m.
Subject: Information Relative to Possible Conflict of Interest

Instructions: Contractors, subcontractors, principals and agents are listed below for each applicable agenda item. Commissioners are asked to review the items for possible conflicts of interest and to notify the Commission secretary prior to the Commission meeting of conflicts concerning items on the meeting’s agenda. This procedure does not relieve the Commissioner of his or her obligations under the Political Reform Act.

Background: The Political Reform Act of 1974 (Government Code section 87100 et. Seq.) prohibits public officials from making, participating in making or in any way attempting to use their official position to influence a governmental decision in which they have reason to know they have a “financial interest.” Additionally, Government Code section 1090 et seq. prohibits public officers and employees from being financially interested in any contract made by them in their official capacity or by the board of which they are members. A limited exception is allowed for County Children’s and Families Commissions. (See Government Code section 1091.3)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Contractor</th>
<th>Principals &amp; Agents</th>
<th>Subcontractors; Principals &amp; Agents</th>
<th>Commissioner Abstentions</th>
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<td>2</td>
<td>Loma Linda University Medical Center Children’s Hospital</td>
<td>Scott Perryman Administrator</td>
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<td>Jill Howie Executive Service Line Director</td>
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<td>3A</td>
<td>San Bernardino County Superintendent of Schools</td>
<td>Randy Elphic Assistant Superintendent</td>
<td>N/A</td>
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<td>3B</td>
<td>Child Care Resource Center</td>
<td>Michael Olenick President and CEO</td>
<td>N/A</td>
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<td>3C</td>
<td>University Enterprises Corporation Institute of Child Development and Family Relations</td>
<td>John Griffin UEC Executive Director</td>
<td>N/A</td>
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<td>4</td>
<td>Riverside County Children &amp; Families Commission First 5 Riverside</td>
<td>Tammi Graham Executive Director</td>
<td>Loma Linda University Medical Center Children’s Hospital</td>
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<td>Scott Perryman Administrator and Jill Howie Executive Service Line Director</td>
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<td>Executive Service Line Director</td>
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<td>VIVA Strategy and Communications, LLC</td>
<td>Nicole O. Tanner</td>
<td>Managing Partner</td>
<td>N/A</td>
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<td>County of San Bernardino Preschool Services Department</td>
<td>Robert A. Lovingood</td>
<td>First District Supervisor Chairman of the Board of Supervisors</td>
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<td>Diana Alexander</td>
<td>Director</td>
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<td>Supervisor James Ramos and CaSonya Thomas</td>
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Supervisor

James Ramos and
CaSonya
Thomas
Minutes: Children and Families Commission Meeting

735 East Carnegie Drive, Suite 150, San Bernardino, California  92408

Meeting Date, Time and Location
Commission Meeting
June 6, 2018 – 3:30 p.m.
First 5 San Bernardino

Pledge of Allegiance
The Pledge of Allegiance was led by Chair Ohikhuare

SPECIAL PRESENTATION
Help Me Grow – Loma Linda University Children’s Hospital
Presenter: Dr. Marti Baum, Social Action Community Health System Medical Director and Loma Linda University Health Medical Director

Conflict of Interest Disclosure
Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

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Attendees
Commissioners Present
- Margaret Hill
- Alan Garrett
- Maxwell Ohikhuare, M.D.
- CaSonya Thomas
- Elliot Weinstein, M.D.

Staff Present
- Karen Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Scott McGrath, Supervisor
- Debora Dickerson-Sims, Administrative Supervisor II
- Staci Scranton, Supervising Office Assistant
- Sophie Akins, Commission Counsel
- Amanda Ferguson, Staff Analyst II
- Will Kariuki, Staff Analyst II
- Ronnie Thomas, Staff Analyst II
Agenda Item 5 should read “Approve Amendment A1 to Contract FS069 with Family Service Association” not “Agency”.

The Advisory Committee Meeting met on May 17th.

Members reviewed the current Strategic Plan and were asked for their suggestions and input relating to development of a new Strategic Plan for Fiscal Years 2021-2025. Harder+Company Community Research staff shared the timeline for implementation of the new strategic plan with the group. Subcommittees will be formed to review the Strategic Priority Areas and prepare for community forums. Harder+Company staff will be instrumental in this effort as well as the creation of the new plan.

Members were also given updates on Help Me Grow and Quality Start San Bernardino. First 5 staff presented a proposed budget overview as well as the local outcomes report.

The next committee meeting is scheduled for September 27th at 11:30 at this location.

See attached legislative report presented by Chekesha Gilliam:

- 6-2018 F5SB.pdf
- 2018 BCC Issues.pdf

Letter of Engagement from Vavrinek, Trine, Day & Co., LLP (VTD)

VTD has been engaged to audit the financial standards of the governmental activities and the general fund of the First 5 San Bernardino Children and Families Commission for the year ended June 30, 2018.

VTD will report on the Proposition 10 Commission Schedule of First 5 California funding, which accompanies the financial statements. They will seek an understanding of our entity and its environment, including internal controls, sufficient to assess the risks of material misstatements of the financial statements and design the nature, timing and extent of future audit procedures.

If any Commission member is aware of matters that have a material bearing on the financial statements taken as a whole, please contact Mr. David Showalter at the telephone number or e-mail address listed.

The final report for this audit is expected to be issued on or before October 31, 2018.

**The Demographic Case for Investing in Our Children, or Why We Should Have Listened to Whitney Houston**

A reprint of this article from Applied Research is printed on Pages 1 and 4. The data graph sheet insert is provided by the work of Dowell Myers.

I have had several opportunities to meet and listen to messaging from Dowell Myers, a demographer and professor from the School of Public Policy at USC. I have learned some interesting aspects related to our support of young children and we should consider these findings and data to inform our system building work. Dowell’s...
research work is frequently funded by the Lucille Packard Foundation for Children's Health and the Children's Hospital Association.

One of the most relevant facts I have learned is that birth rates are declining. Birth rates is what determines our amount of revenue. That means less money to invest in kids? The point should be clear. We have entered a new era.

We need to invest more in the young children we have now to strengthen their capacities because the number of children is growing so little and older people so much. And because the least advantaged children have the most upside growth potential we especially need to target them so they can flourish to their fullest abilities. History is leaving us behind. Both America’s assumptions about children and their futures and also our country’s policies about children and family needs are inherited from the 20th century.

Our best hope is to cultivate the future abilities of young children. Helping every child to lead a well-nurtured, healthy and educated life is good not only for the child, but it also returns tremendous benefits to society and to the older voters and taxpayers. It is the right thing to do for children and it is good for us all.

**Around the County**

F5 staff, especially from Community Engagement, have been very busy representing First 5 San Bernardino. Operation Splash, the Kid’s Expo, the County of San Bernardino’s ReThink Your Drink Campaign and our first On-Line Graduation Ceremony are just a few of the events that are highlighted in this month’s report.

**Employment Contracts**

These contracts were not ready for today as expected. Commission Chair Dr. Ohikhuare has requested a Special Meeting in June to ensure alignment with a July 21 effective date for salaries and benefits for our staff. More information to come about this date as soon as possible.

**First 5 San Bernardino Investment Strategy Subcommittee**

A formation of a subcommittee with diverse representation is underway to work with staff and Harder + Co. to make some immediate recommendations for investment of First 5 funds that brings us closer to allocating all budgeted funding while supporting improved systems throughout San Bernardino County for children, families and providers. More information to come.

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### Consent

Motion by Commissioner Hill and seconded by Commissioner Weinstein to approve the Consent Items. Commissioner Thomas abstained from Item 2 due to her position as Appointing Authority over Children’s Network. With this abstention noted, Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.

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| 1        | Approve Minutes of May 9, 2018 Commission Meeting.  
(Presenter: Staci Scranton, Supervising Office Assistant, 252-4252) |
| 2        | Approved as modified Contract SI027 with County of San Bernardino Children’s Network for $172,648 per year for Fiscal Years 2018-2023 for a cumulative total amount of $863,240 for the coordination of services provided by the Early Childhood Mental Health Systems Coordinator and to include the definition of said position in the contract.  
(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255) |
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| 3        | Conduct Public Hearing of the Children and Families Commission for San Bernardino County’s Strategic Plan for Fiscal Years 2015-2020 to confirm the plan will be active for the forthcoming fiscal year. (Presenter: Scott McGrath, Supervisor, 252-4259) 
With the assistance of the First 5 San Bernardino Advisory Committee, it has been determined that the current Strategic Plan as presented and approved by the Commission on June 1, 2016 is a reliable resource and properly reflects the Commission’s current Vision and Mission. One change will be made for the 2018-2019 Fiscal Year (as follows):
On the back page, change “Vacant” to:
Alan H. Garrett, President/CEO, St. Mary Medical Center, Apple Valley
No public comments were presented on this item. |
| 4        | Approve Budget for Fiscal Year 2018-2019 and updates to the Five Year Financial Plan. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
**Discussion**
Commissioner Garrett asked if the increase in Counsel services was due to a change in methodology. Ms. Dickerson-Sims answered it was due to pending litigation. Commissioner Garrett also asked about the difference in dollar amounts under the Community Engagement Services Support columns (FY2017-18 estimated actual vs. approved budget). The difference is due to unanticipated events that arise throughout the year and this line item has extra funds to cover such occasions. Commissioner Garrett commented that the description of the line items in the budget book were very helpful.

**Public Comment**
None

Motion made by Commissioner Garrett and seconded by Commissioner Hill to approve Item 4. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote. |
| 5        | Approve Amendment A1 to Contract FS069 with Family Service Association for $514,248 for Fiscal Years 2018-2020 for a combined total of $1,028,496 and a cumulative total of $2,526,803 for Fiscal Years 2015-2020. (Presenter: Walid Wahba, Staff Analyst II, 252-4273)
**Discussion**
None

**Public Comment**
None

Motion made by Commissioner Weinstein and seconded by Commissioner Vargas to approve Item 5. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote. |
6

Approve Amendment A1 for Contract HW056 with the County of San Bernardino Arrowhead Regional Medical Center for Fiscal Year 2018-2019 for $222,038 to maintain asthma services for an additional year.  
(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

**Discussion**
Chair Ohikhuare asked what areas the mobile units serve.  Ms. Thomas answered the areas are Central San Bernardino, places next to rail yards and schools shown to have poor air quality.  Commissioner Hill asked if there is a calendar showing the dates and times of their service.  This information would be useful to the local schools.  Ms. Thomas answered she will recommend the suggestion to ARMC.  Chair Ohikhuare mentioned that this program could be a good Help Me Grow partner.  Vice Chair Weinstein stated there is a need to extend these services to the West End due to the amount of heavy truck traffic from the major distribution hubs in the area.

**Public Comment**
None

Motion made by Commissioner Garrett and seconded by Commissioner Hill to approve Item 6.  With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.

7

Approve Amendment A1 for Contract HW055 for a six-month extension with the Center for Oral Health for $346,875 for a cumulative total of $2,428,125 for Fiscal Years 2015-2019.  Contract to provide oral health education to children ages 0 to 5 and pregnant women; oral health screening and navigation to ensure utilization and decrease barriers such as benefit gaps for treatment needs under the Oral Health Education, Screening and Navigation Initiative.  
(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

**Discussion**

**Public Comment**
None

Motion made by Commissioner Hill and seconded by Commissioner Thomas to approve Item 7.  With Commissioners Ramos and Vargas absent and without further comment or objection, motion carried by unanimous vote.

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**Public Comment**
Conrado Barzaga, M.D., Center for Oral Health; Marti Baum, M.D., Social Action Community Health System Medical Director and Loma Linda University Health Medical Director

**Commissioner Roundtable**
Commissioner Vargas recently toured the Rancho Cucamonga/Ontario area where 60,000 units (houses, townhomes, apartments, condominiums) are being built.  The City of Ontario will most likely climb from a population of 250,000 to 500,000.  It is the second largest growth area in the country.  Affordable housing plus job growth is exciting news.  Commissioner Vargas gave an update on his First Tee golf club which now has about 600 kids involved in the program.  Commissioner Vargas invited the Commissioners to take a tour of a training center possibly in December.  Commissioner Vargas is also helping open 5 charter schools in Arizona.
Adjournment

Motion to adjourn by Commissioner Vargas and seconded by Commissioner Hill. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote. Chair Ohikhuare adjourned the meeting at 4:44 p.m.

Next meeting at First 5 San Bernardino

Wednesday, July 11, 2018
3:30 p.m. to 5:00 p.m.

NOTE: Next meeting is second Wednesday of the month due to July 4th holiday

Attest

Maxwell Ohikhuare, M.D., Chair

Staci Scranton, Supervising Office Assistant
AGENDA ITEM 2
JULY 11, 2018

Subject: Ratify Cooperative Agreement with First 5 Riverside for shared fiscal responsibility to fund the “Help Me Grow” (HMG) Initiative planning contract with Loma Linda University Children’s Hospital (LLUCH).

Recommendations: Ratify Cooperative Agreement with Riverside County Children and Families Commission (“First 5 Riverside”) and authorize the receipt of up to $98,461 in reimbursement from First 5 Riverside to share in the expenses of continued planning services identified in the Loma Linda University Children’s Hospital (HMG) contract. Authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds.

(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

Financial Impact: Funds in the amount up to $98,461 effective April 2018 through June 2018.

Background Information: “Help Me Grow” (HMG) is not a direct service program. It is a systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage. HMG promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level.

In September 2017, F5SB presented a six-month planning contract with Loma Linda Children’s Hospital to lead the planning, implementation, launch activities for our Help me Grow initiative. LLUCH is on target to meet their planning and implementation goals with an expected “ramp up” of services currently in progress and a live launch date of January 2019.

This item was brought before the Commission under Agenda Item 3 at the March 7, 2018 Commission Meeting. The cooperative agreement was signed at that time by F5SB’s Commission Chair. The agreement was to be signed by First 5 Riverside at their Commission Meeting on April 14, 2018, however, the Riverside Commission requested minor changes to the document. As a result, County Counsel recommended the agreement be brought back for ratification.

This contract supports SPA 2 of First 5 San Bernardino’s Strategic Plan specifically, and Objective Activities for 2.1a, 2.1b:

SPA 2: Goal 2.1 Leadership as a Catalyst, Convener, and Partner:
Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

Objective 2.1.a
Systems and services effectively support and engage children, families and communities.

Identify and strategically align resources countywide.
Objective 2.1.b
Families, providers and stakeholders collaborate effectively to improve the well-being of the child.

Develop, create, and support or coordinate opportunities for collective impact.

Review
Sophie Akins, Commission Counsel

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<td>Comments:</td>
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<td>Witnessed:</td>
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COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into this day April 1, 2018 ("Effective Date") in the State of California by and between the Children and Families Commission of San Bernardino County, hereinafter called First 5 San Bernardino, and

Riverside County Children and Families Commission
First 5 Riverside

585 Technology Court
Riverside CA., 92507

Tammi Graham
Contractor Representative
956000930
Federal ID No.

hereinafter called First 5 Riverside
(951)-715-4500
Phone Number

Executive Director
Title
tgraham@rcfcs.org
E-Mail Address

IT IS HEREBY AGREED AS FOLLOWS:

I. BACKGROUND

"Help Me Grow" (HMG) is not a direct service program, but rather a systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage. HMG promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level.

The system model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families. Below is the timeline of our efforts in preparation to the official launch of a regional HMG system.

In September 2017, F5SB presented a six-month planning contract with Loma Linda Children’s Hospital to lead the planning, implementation, and launch activities for our Help Me Grow initiative. LLUCH is on target to meet their planning goals by June 30, 2018.

The request for a three-month extension is to complete final benchmarks to wrap up the planning phase of the project and to then address the Commission with a presentation of the planning phase findings and proposed future strategies. This extension will also allow each Commission the opportunity to review information presented by LLUCH to ensure strategic alignment of HMG regional approach. To date LLUCH has completed the following benchmarks for HMG IE:

- Established key stakeholders and champions as an advisory to the planning process of HMG IE.
- Developed a logo and a branding and marketing strategy which is set in place.
- Developed a community engagement strategy to begin building the resource list to serve in partnership with 211.
• Identified 21 communities of “high need” areas that will be targeted.

• Developed policies and strategic planning that will sustain the work being done to launch the regional HMG IE system.

II. PURPOSE

The purpose of this Agreement is to continue First 5 San Bernardino and First 5 Riverside support of LLUCH of a three-month planning extension process to develop a regional HMG system. LLUCH has established roles and responsibilities and continued the efforts to launch HMG IE.

In addition, First 5 San Bernardino staff will provide the oversight and technical assistance to Loma Linda University Children’s Hospital to launch the HMG system, measure and report outcomes, identify any gaps in services to children 0-5, and identify strategies to sustain the HMG system.

III. FIRST 5 SAN BERNARDINO RESPONSIBILITIES

First 5 San Bernardino shall:

A. Provide First 5 San Bernardino’s share of fifty percent in an amount of $98,461 of the agreed upon costs to enter into a contract with Loma Linda University Children’s Hospital in the total amount of $196,922 for a three-month planning extension project to develop a regional HMG system.

IV. FIRST 5 RIVERSIDE RESPONSIBILITIES

First 5 Riverside shall:

A. Reimburse First 5 San Bernardino in an amount of $98,461 representing First 5 Riverside’s fifty percent shared costs of the expenses associated with the Loma Linda University Children’s Hospital contract for the HMG three-month planning extension project.

V. FISCAL PROVISIONS

A. The maximum amount of funds under this Agreement shall not exceed $98,461.

B. Upon obtaining authorized signatures for this Agreement, First 5 San Bernardino will enter into Contract SI026 A1 with Loma Linda University Children’s Hospital for a contract term of September 6, 2017, through June 30, 2018 for an extended planning contract to continue development of a regional HMG system in the total amount of $196,922. Prior to the end of this Agreement Term, pursuant to Section IV (A) above, First 5 San Bernardino will invoice First 5 Riverside for fifty percent of the shared costs (not to exceed $98,461) expended under the Loma Linda University Children’s Hospital contract.

C. Upon receipt of First 5 San Bernardino’s invoice pursuant to Section V (B), First 5 Riverside will reimburse First 5 San Bernardino for a total amount not to exceed $98,461 within thirty (30) days of the receipt of the invoice. First 5 Riverside’s obligation to reimburse First 5 San Bernardino under this Section V shall survive the expiration of this Agreement pursuant to Section VI.
VI. TERM

The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2018.

VII. GENERAL PROVISIONS

A. Notices

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

Commission: First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

First 5 Riverside: First 5 Riverside
585 Technology Court
Riverside, CA 92507

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

VIII. DISPUTE RESOLUTION

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

IX. AGREEMENT:

A. This Agreement, consisting of three pages, is the full and complete document describing the roles and responsibilities of the Parties, including all covenants, conditions, and benefits.

B. The signatures of the Parties affixed to this Agreement affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Karen E. Scott
Printed Name
Executive Director
Title
04/20/2018
Dated

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

Tammi Graham
Printed Name
Executive Director
Title
01/19/2018
Dated
# AGENDA ITEM 3
## JULY 11, 2018

### Subject
Contracts for Quality Rating Improvement Systems (QRIS) contracts

### Recommendations
Approve the following Quality Rating Improvement System (QRIS) contracts for implementation of Quality Start San Bernardino (QSSB) in accordance with the San Bernardino County’s QRIS Strategic Plan for Fiscal Years 2018-2020:

a. San Bernardino County Superintendent of Schools, Contract EC034, in the amount of $712,858 for enrollment services and ratings, and;

b. Child Care Resource Center, Contract EC033, in the amount of $3,603,634 for coordination of quality improvement services, program evaluation and professional development, and;

c. University Enterprise Corporation/California State University, San Bernardino, Contract EC035, in the amount of $1,053,781 to enhance higher education opportunities in early care and education and conduct site assessments.

(Presenter: Cindy Faulkner, Operations Manager, 252-4253)

### Financial Impact

### Background Information
In April of 2015, the Commission selected a Quality Rating Improvement System (QRIS) as a strategy to support the organization’s mission and vision for the purpose of promoting, supporting, and improving early development of children from the prenatal stage to five years of age in San Bernardino County. QRIS is a system that defines quality standards for early care and education programs; measures programs against these standards; offers and connects educators to training and professional development opportunities; and helps parents and caregivers find quality programs for their children.

On June 7, 2017, the Commission approved the following contracts in the following dollar amounts with the above-mentioned organizations to implement Quality Start San Bernardino (QSSB).

(a) San Bernardino County Superintendent of Schools, Contract EC030A1, in the amount of $254,750.

(b) Child Care Resource Center, Contract EC031A1, in the amount of $1,425,275.

(c) University Enterprise Corporation/California State University San Bernardino, Contract EC032A1, in the amount of $257,228.

To date, QSSB has accomplished the following:

- Collectively identified additional staff members within each agency to interact as Steering Committee, Operational, and Organizational leads within the QRIS system.
- Operational leads implemented process improvements to the QSSB system, refined the data collection system, and implemented a communications plan.
- Developed an entry/enrollment process outlined by Steering Committee members and placed 177 participants in the QSSB system.
San Bernardino County Superintendent of Schools (SBCSS) = QSSB Staff have completed ratings of providers and continue to outreach to new providers for Fiscal Year 2018-2019.

Child Care Resource Center (CCRC) = Coaches have provided technical assistance sessions and continues to provide services with quality improvement planning and ongoing coaching to enhance the quality of their professional development within the classroom.

California State University San Bernardino (CSUSB) = Assessors have completed assessments on qualifying participants based on California’s QRIS state required assessment tools and has analyzed the availability for early education providers to access higher education opportunities.

Continuous outreach to providers, community members, and parents of San Bernardino to promote quality within early childhood education.

Pending Commission approval of the recommended contracts, QRIS services will continue to be provided by the following organizations for Fiscal years 2018-2019 and 2019-2020:

- **San Bernardino County Superintendent of Schools (SBCSS)** will continue outreach and oversee the enrollment and rating of early care and education sites according to the California QRIS implementation guide.

- **Child Care Resource Center (CCRC)** will continue to play the lead role of coordinating the quality improvement and professional development efforts to move providers through the QRIS system. CCRC will also support data entry management and the program evaluation of the QRIS system as well as oversee the QRIS marketing and communications efforts.

- **University Enterprise Corporation/California State University, San Bernardino (CSUSB)** will continue to enhance higher education opportunities for the early care and education workforce and will support the coordination and administration of site assessments in accordance with the California QRIS implementation guide.

Approval of this item supports the Commission’s Strategic Plan:

**SPA 1: Children and Families**

**Goal: 1.2: Early Learning**

**Objective: 1.2a** Families have access to quality early childhood care and education

**SPA 2: Systems and Network**

**Goal 2.1: Leadership as a Convener and Partner**

**Objective 2.1b:** Families, providers and stakeholders collaborate effectively to improve the well-being of the child.

Review

Sophie Akins, Commission Counsel
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**CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY**

**STANDARD CONTRACT**

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)
San Bernardino County Superintendent of Schools
Department/Division
Student Services
Address
601 North E Street
San Bernardino, CA. 92415
Phone
(909) 386-2701
Federal ID No.
95-6000931

**WHEREAS**, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

**WHEREAS**, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

**WHEREAS**, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

**NOW THEREFORE**, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

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I. DEFINITIONS

**Accessibility:** Ease of obtaining services, measured by addressing geographical, travel and other barriers.

**Adult-Adolescent Parent Inventory (AAPI):** An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

**Affordable Care Act (ACA):** Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

**Ages and Stages Questionnaire (ASQ-3):** A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

**Assessment:** Screening tool used to assess indicators included in the QRIS criteria used to measure the ECE program and assign a rating. Examples of categories of standards include licensing compliance, ratios, health and safety, curriculum, physical environment, teacher/director qualifications and professional development, family involvement, administration and management, diversity, inclusion, Early Learning Standards, child assessment, and accreditation.

**Asthma:** Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

**Basic Needs:** Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

**C4Yourself:** A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

**Capital Expenses:** Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

**Care Coordination:** A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family’s eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

**Caries:** A biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

**Carryover Clients:** A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

**Cost Effectiveness:** Achieving the desired goal with the minimum of expenditure.

**Child Care Licensing:** Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.
**Child Development Permit Matrix:** Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

**Demonstrated Outcomes:** Data supported evidence that indicators addressed through the program demonstrate marked improvement.

**Dental Home:** Ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

**Dental Screening:** A visual assessment of the child’s oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

**Dental Treatment:** Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child’s mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

**Desired Results Development Profile (DRDP):** An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

**Direct Costs:** Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

**Dosage:** The frequency and level of exposure to services offered to the participant.

**Evidence-Based:** Refers to the use of research and scientific studies as a base for determining best practices.

**Family Development Matrix (FDM):** Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

**Family Empowerment Plan:** A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client’s needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

**Full Time Equivalent (FTE):** A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

**Federally Qualified Health Center (FQHC):** Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization...
receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services.” In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

**Improve and Maximize Programs so All Children Thrive (IMPACT):** Is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5 and their families thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process. Supporting more settings to achieve high-quality standards helps ensure more of California's children enter school with the skills, knowledge, and dispositions necessary to be successful. This provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

**Indirect Costs:** Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefitting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

**Inland Empire Autism Assessment Center of Excellence (AACE):** AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

**Nurturing Parenting:** Family-centered initiative designed to build nurturing parenting skills as an alternative to abusive and neglectful parenting and child-rearing practices. The long-term goals are to prevent recidivism in families receiving social services, lower the rate of multi-parent teenage pregnancies, reduce the rate of juvenile delinquency and alcohol abuse, and stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

**Nurturing Parenting™:** Evidence/research based curriculum that is a family-centered and trauma-informed initiative designed parenting and child-rearing practices. The programs feature activities to foster positive parenting skills and self-nurturing, home practice exercises, family nurturing time, and activities to promote positive brain development in children birth to 18 years.

**Nurturing Skills Competency Scale (NSCS):** A comprehensive criterion referenced measure designed to gather demographic data of the family, as well as knowledge and utilization of Nurturing Parenting Practices. The data generated from the pre-post administration and NSCS allows parents and staff an opportunity to measure changes in family life, knowledge and utilization of Nurturing Parenting practices.

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Operational Lead:** In San Bernardino County, the QRIS is operated through a partnership of leading organizations. As the QRIS is being developed, this structure will continue to be refined to ensure that the system is effectively operating. The core components of the QRIS are operated by identified organizations known as “Operational Leads” to oversee and carry out their part of the project deliverables.

**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

**Overweight:** Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Parenting Education:** Programs that improve knowledge and increase positive parenting skills.

**Parent-Peer:** Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

**Participant:** A recipient of funded services in accordance with the target population, are children,
prenatal through age five and/or pregnant women.

**Participant Support:** Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

**Participant Transportation:** Budget line item category for costs involved with transporting participants to needed services and/or appointments.

**Perinatal Parent Education Program:** Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman’s support system. These programs address and affect not only healthy birth outcomes but improved child well-being and family stability outcomes as well.

**Performance Target:** The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

**Professional Services/Consultants:** Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

**Program Materials/Supplies:** Budget line item category for items directly related to service delivery such as course curriculum, children’s books, journals used by participants, child development toys, etc.

**Program Work Plan:** A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

**Quality Child Care:** Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children’s physical, emotional, social and intellectual development.

**Quality Rating Improvement System (QRIS):** A QRIS is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. QRIS award quality ratings to early and school-age care and education programs that meet a set of defined program standards.

**Rating:** Method for determining rating steps, i.e. star levels. The process documents that an ECE program has met the standards for a specific level and is assigned a rating. The number of levels included in the QRIS structure are designed with an easily understood symbol indicating ascending quality with stars. Participating early childhood programs develop program improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between rating visits.

**Relapse:** The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

**Relapse Prevention:** Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

**Request for Proposal (RFP):** The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

**Research Based:** See evidence-based: Using research as the basis for determining best practices.

**Reasonable Rate of Success:** Total number of program participants expected to successfully complete the program meeting the outcome targets.

**Rural Health Clinic (RHC):** Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.
**Satisfaction Survey:** Survey designed to measure the participant’s overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

**Special Needs:** Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

**Staff Development/Training:** Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

**Staff Mileage/Travel:** Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

**Steering Committee:** Provides leadership, coordination and serves as the governing body for implementation of operational structure. Develop financing strategies for long term sustainability, systems building, capacity building, policy & advocacy.

**Strengthening Families™:** A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children’s optimal development.

**Subcontractor:** Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time in a fiscal year.

**Uninsured:** Individuals not covered by health insurance.

**Verification:** Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

**Women, Infants, and Children (WIC):** The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR’S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget. Pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available by the Commission.

C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.

D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

F. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has
been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service.
Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board
Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors’ minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors’ minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality
Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;
- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract;
- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

O. Child Abuse Reporting
Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

P. Department of Justice Clearance
Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

Q. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission’s discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor’s particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

S. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active” as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

2. **Additional Insured** – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the
Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an
amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

b. **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Premises operations, fixed assets and mobile equipment.
2) Products and completed operations.
3) Broad form property damage (including completed operations).
4) Explosion, collapse and underground hazards.
5) Personal injury
6) Contractual liability.
7) $2,000,000 general aggregate limit.

c. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropout” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. **Professional Liability** – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits or

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits or
Directors and Officers insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations agreeing or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Attorney’s Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

X. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract’s effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

Y. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.
Z. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines.

AA. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

BB. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

  Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission’s web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

  Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

- Fiscal Reports

  For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

  Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

  Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

- Asset Report

  Contractor shall report all assets worth $500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall...
submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

CC. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

DD. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

EE. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

2) Have not within a three (3)-year period preceding this application 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 or destruction of records, making false statements, or receiving stolen property;

3) 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 (a) (2) of this certification; and

4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

FF. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the
quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.

B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.

C. Commission shall specify all reports and deliverables required from the Contractor.

D. Commission shall provide technical assistance as deemed necessary.

E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $712,858 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

| Fiscal Year 2018-19 | $334,867 | July 1, 2018 through June 30, 2019 |
| Fiscal Year 2019-20 | $377,991 | July 1, 2019 through June 30, 2020 |

B. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.
The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

Contractor shall adhere to the County’s Travel Management Policy (8-02) when travel is pursuant to this contract and for which reimbursement is sought from the Commission. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

E. Supplanting of Funds

In accordance with the Commission’s Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the approved Budget.
I. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of $5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

Any item with a single unit cost of $500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

L. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have
available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission’s option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission’s representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor’s Report for the term of the Contract.

E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
C. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

A. This Contract is effective commencing July 1, 2018 and expires June 30, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2020 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: San Bernardino County Superintendent of Schools
            601 North E Street
            San Bernardino, CA. 92415

Commission: First 5 San Bernardino
             735 E. Carnegie Drive, Suite 150
             San Bernardino, CA 92408

B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.

C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.

D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.

E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.

G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys’ fees and costs regardless of who prevails in the outcome of the dispute.

X. NONDISCRIMINATION

A. General
Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities
Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights
Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program
   Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance
   Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973,
as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

XII. IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission Administrative Office. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision “key employees” includes any individuals providing direct service to the Commission. “Key employees” do not include clerical personnel providing service at the Contractor’s offices or locations.

continued on next page
XI. CONCLUSION

A. This Contract, consisting of 24 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.

B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Maxwell Ohikhuare, M.D.
Commission Chair

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS

Rich De Nava
Assistant Superintendent Business Services

Authorized Signature

Printed Name

Dated

Official Stamp

Reviewed for Processing

Cindy Faulkner
Operations Manager

Approved as to Legal Form

Sophie Akins
Commission Counsel

Presented to Commission for Signature

Karen E. Scott
Executive Director

Date

Date

Date
Program Description: The Coordinator will oversee the day-to-day operations of the Quality Start San Bernardino program. The coordinator will assist in the implementation and evaluation of QSSB activities. The Coordinator monitors program to ensure compliance with established goals and standards in accordance with the

<table>
<thead>
<tr>
<th>Expectation(s):</th>
<th>Comprehensive coordination of all components of Quality Start San Bernardino (QSSB) system across all operational partners and participants.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outcome(s):</td>
<td>• Enhanced communication, collaboration and efficiency across the QSSB system.</td>
</tr>
<tr>
<td><strong>Objective</strong></td>
<td><strong>Activity</strong></td>
</tr>
<tr>
<td>Monitor and record annual QSSB targets. Monitor Document sharing systems. Maintain clear &amp; consistent lines of communication.</td>
<td>Provide updates to Steering Committee and Operations Team</td>
</tr>
<tr>
<td>Coordinate efficiency across QSSB system; serve as liaison between all partners. Track &amp; address QSSB progress and obstacles.</td>
<td>Conduct Operations Team Meetings and Provide updates to Steering Committee</td>
</tr>
<tr>
<td>Communicate implementation updates and system requirements.</td>
<td>Attend CA QRIS Consortium meetings and Region 9 Hub meeting Convene groups as needed to advance the work of QSSB.</td>
</tr>
</tbody>
</table>
governing laws, regulations and grant requirements. Coordinator will also work collaboratively with local and state agencies, including the Local Planning Council to coordinate QSSB activities and implementation.

<table>
<thead>
<tr>
<th>Agency Rep Name:</th>
<th>________________________________</th>
<th>Reporting Period:</th>
<th>Quarterly</th>
<th>Due:</th>
<th>At minimum Quarterly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Signature:</td>
<td>________________________________</td>
<td>Program Cycle:</td>
<td>July 2018–June 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expectation(s):</td>
<td>Outcome(s):</td>
<td>Objective</td>
<td>Activity</td>
<td>Dosage</td>
<td>Verification</td>
</tr>
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</tbody>
</table>
| SBCSS will be responsible for the enrollment process for QSSB including support for outreach. | Site documentation will be reviewed to determine if applying site is eligible for participation (based on QSSB procedure manual) | Parent, Provider and Community are educated on the QSSB system. | Provide education sessions with targeted audience using established communications materials | Ongoing | Event fliers  
Parent sign in sheets |
| Determine site eligibility for participation | Institute Orientation and eligibility & enrollment process per process map (Page 1 & 2) | Per process map | Eligible: Next steps email  
Non-eligible: Non-eligibility letter  
Vertical change report |
<p>| Ensure targets for all site categories are being met: | Assign site to a category and funding source in Vertical Change | Once per site | Vertical Change report |</p>
<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make determination as to whether or not site gets initial assessment</td>
<td>Follow process per process map (page 3 &amp; 5)</td>
<td>Once per site</td>
</tr>
<tr>
<td>Provide QSSB participating site with a final rating</td>
<td>Follow process per process map (page 7)</td>
<td>Once per site</td>
</tr>
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</tbody>
</table>

**Program Description:** San Bernardino County Superintendent of Schools (SBCSS) will initiate all aspects of the enrollment process including verifying that the applicant has completed the orientation process and has completed an application to participate. SBCSS will determine eligibility of the site for participation and communicate next steps dependent on whether or not they are eligible accordingly. SBCSS will also ensure that targets are on track to be met for each of the site categories for the various funding streams as contracted. As part of the enrollment process, SBCSS will conduct the rating process and provide the final rating to the site and to QSSB administrators. This information will be used to inform the professional development coaches’ quality improvement plan and determine incentives that the site is eligible to receive.
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR:
#### 2018-2019

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>San Bernardino County Superintendent of Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QSSB</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>Education</td>
</tr>
<tr>
<td>DIRECTOR:</td>
<td>Mary Ellen Johnson</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Chrystina Smith-Rasshan</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Lori Bloom</td>
</tr>
<tr>
<td>TOTAL BUDGET:</td>
<td>$334,867</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>EC034</td>
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</table>

## SALARIES & BENEFITS

<table>
<thead>
<tr>
<th>LINE</th>
<th>NAME</th>
<th>POSITION</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Valente, Veronica</td>
<td>Early Language and Development Specialist</td>
<td>0.50</td>
<td>29.16</td>
<td>1040</td>
<td>49%</td>
<td>30,330</td>
<td>14,758</td>
<td>45,088</td>
<td>90,176</td>
<td>50%</td>
<td>ELD Specialist will conduct Outreach, Enrollment and Rating for QSSB. Additional duties include attending QSSB meetings and trainings.</td>
</tr>
<tr>
<td>2</td>
<td>Brody, Tracy</td>
<td>Early Language and Development Specialist</td>
<td>0.75</td>
<td>33.04</td>
<td>1560</td>
<td>48%</td>
<td>51,543</td>
<td>24,741</td>
<td>76,284</td>
<td>101,712</td>
<td>75%</td>
<td>ELD Specialist will conduct Outreach, Enrollment and Rating for QSSB. Additional duties include attending QSSB meetings and trainings.</td>
</tr>
<tr>
<td>3</td>
<td>Serna, Lisette</td>
<td>Office Specialist II</td>
<td>0.75</td>
<td>23.38</td>
<td>1560</td>
<td>48%</td>
<td>36,477</td>
<td>17,509</td>
<td>53,987</td>
<td>71,982</td>
<td>75%</td>
<td>Office Specialist II will conduct outreach, provide enrollment TA, data base management, referral coordination.</td>
</tr>
</tbody>
</table>
### I. SALARIES & BENEFITS

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<tr>
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<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
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<td>4</td>
<td>Office Specialist II will conduct outreach, provide enrollment TA, data base management, referral coordination.</td>
<td>0.75</td>
<td>23.38</td>
<td>1560</td>
<td>56%</td>
<td>36,477</td>
<td>20,351</td>
<td>56,828</td>
<td>75,771</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>ELD Specialist will assist in Outreach, Enrollment and Rating for QSSB. Additional coordination LPC and other related SBCSS initiatives.</td>
<td>0.29</td>
<td>29.94</td>
<td>603.2</td>
<td>48%</td>
<td>18,061</td>
<td>8,669</td>
<td>26,730</td>
<td>92,173</td>
<td>29%</td>
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<tr>
<td>6</td>
<td>Analyst will provide overall coordination for all QSSB partners.</td>
<td>0.29</td>
<td>41.94</td>
<td>603.2</td>
<td>48%</td>
<td>25,295</td>
<td>12,142</td>
<td>37,437</td>
<td>129,093</td>
<td>29%</td>
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# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
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### SALARIES & BENEFITS

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<tr>
<th>LINE</th>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
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<th>TOTAL SALARY</th>
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<tr>
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<td>SALARIES &amp; BENEFITS</td>
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<td>BUDGET CATEGORY</td>
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<tr>
<td>13</td>
<td>SALARIES &amp; BENEFITS</td>
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</tr>
</tbody>
</table>

Total Salaries & Benefits: $198,184 $98,170 $296,354 $560,907
### FIRST 5 SAN BERNARDINO

#### PROGRAM BUDGET

**FISCAL YEAR:** 2018-2019

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</tbody>
</table>

#### II. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Expense:</th>
<th>% of Allocation</th>
<th>TOTAL F5SB BUDGET ($)</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Cell Phone Expense</td>
<td>0%</td>
<td>$1,200</td>
<td>Cell phone stipends paid to employees which allows them to use cellphone to check email and use hotspot for WIFI during rating site visits.</td>
</tr>
<tr>
<td>2 Data Processing - Computer Usage Fees</td>
<td>1%</td>
<td>$5,000</td>
<td>Data processing fee charged by district.</td>
</tr>
<tr>
<td>3</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>0%</td>
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</tr>
<tr>
<td>5</td>
<td>0%</td>
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<td>6</td>
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<tr>
<td>INITIATIVE</td>
<td>%</td>
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## FIRST 5 SAN BERNARDINO PROGRAM BUDGET
### FISCAL YEAR: 2018-2019

<table>
<thead>
<tr>
<th>ORGANIZATION: San Bernardino County Superintendent of Schools</th>
<th>DIRECTOR: Mary Ellen Johnson</th>
<th>PROGRAM YEAR: 2018-2019</th>
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<tbody>
<tr>
<td>PROGRAM TITLE: QSSB</td>
<td>PROGRAM DIRECTOR: Chrystina Smith-Rasshan</td>
<td>TOTAL BUDGET: 334,867</td>
</tr>
<tr>
<td>INITIATIVE: Education</td>
<td>FINANCE OFFICER: Lori Bloom</td>
<td>RFP/CONTRACT #: EC034</td>
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### II. FIRST 5 SAN BERNARDINO PROGRAM BUDGET

<table>
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<th>Event(s):</th>
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<tbody>
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<td>15</td>
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<tr>
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### III. FOOD

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# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

## Fiscal Year: 2018-2019

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<td>TOTAL BUDGET:</td>
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## IV. Travel

<table>
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## V. Subcontracts

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## VI. Indirect Costs

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## TOTAL FIRST 5 BUDGET

| $334,867 |
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET
## FISCAL YEAR:
### 2019-2020

**ORGANIZATION:** San Bernardino County Superintendent of Schools  
**DIRECTOR:** Mary Ellen Johnson  
**PROGRAM TITLE:** QSSB  
**INITIATIVE:** Education  
**FINANCE OFFICER:** Chrystina Smith-Rasshan  
**TOTAL BUDGET:** 377,991  
**RFP/CONTRACT #:** EC034

**PROGRAM YEAR:** 2019-2020

<table>
<thead>
<tr>
<th>NAME</th>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
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<tbody>
<tr>
<td>1</td>
<td>SALARIES &amp; BENEFITS</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
<td>H</td>
<td>I</td>
<td>J</td>
</tr>
<tr>
<td>Valente, Veronica</td>
<td>Early Language and Development Specialist</td>
<td>0.50</td>
<td>30.84</td>
<td>1040</td>
<td>52%</td>
<td>32,076</td>
<td>16,679</td>
<td>48,755</td>
<td>97,510</td>
<td>50%</td>
<td>ELD Specialist will conduct Outreach, Enrollment and Rating for QSSB. Additional duties include attending QSSB meetings and trainings.</td>
</tr>
<tr>
<td>Brody, Tracy</td>
<td>Early Language and Development Specialist</td>
<td>0.75</td>
<td>35.75</td>
<td>1560</td>
<td>52%</td>
<td>55,773</td>
<td>29,002</td>
<td>84,775</td>
<td>113,034</td>
<td>75%</td>
<td>ELD Specialist will conduct Outreach, Enrollment and Rating for QSSB. Additional duties include attending QSSB meetings and trainings.</td>
</tr>
<tr>
<td>Serna, Lisette</td>
<td>Office Specialist II</td>
<td>0.75</td>
<td>27.23</td>
<td>1560</td>
<td>52%</td>
<td>42,474</td>
<td>22,087</td>
<td>64,561</td>
<td>86,081</td>
<td>75%</td>
<td>Office Specialist II will conduct outreach, provide enrollment TA, data base management, referral coordination.</td>
</tr>
</tbody>
</table>
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET
## FISCAL YEAR: 2019-2020

**ORGANIZATION:** San Bernardino County Superintendent of Schools  
**DIRECTOR:** Mary Ellen Johnson  
**FINANCE OFFICER:** Chrystina Smith-Rasshan  
**PROGRAM TITLE:** QSSB  
**PROGRAM DIRECTOR:**  
**INITIATIVE:** Education  
**TOTAL BUDGET:** 377,991  
**RFP/CONTRACT #:** EC034

<table>
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<tr>
<th>LINE</th>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
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<tr>
<td>4</td>
<td>SALARIES &amp; BENEFITS</td>
<td>0.75</td>
<td>27.23</td>
<td>1560</td>
<td>56%</td>
<td>42,474</td>
<td>23,696</td>
<td>66,170</td>
<td>88,227</td>
<td>75%</td>
<td>Office Specialist II will conduct outreach, provide enrollment TA, data base management, referral coordination.</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>0.29</td>
<td>32.38</td>
<td>603.2</td>
<td>52%</td>
<td>19,534</td>
<td>10,060</td>
<td>29,594</td>
<td>102,048</td>
<td>29%</td>
<td>ELD Specialist will assist in Outreach, Enrollment and Rating for QSSB. Additional coordination LPC and other related SBCSS initiatives.</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>0.29</td>
<td>43.89</td>
<td>603.2</td>
<td>51%</td>
<td>26,474</td>
<td>13,502</td>
<td>39,976</td>
<td>137,850</td>
<td>29%</td>
<td>Analyst will provide overall coordination for all QSSB partners.</td>
</tr>
<tr>
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### FIRST 5 SAN BERNARDINO

**PROGRAM BUDGET**

**FISCAL YEAR:** 2019-2020

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<tr>
<th>LINE</th>
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<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
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<tbody>
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<tr>
<td>9</td>
<td>SALARIES &amp; BENEFITS</td>
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<td>SALARIES &amp; BENEFITS</td>
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</table>
## FIRST 5 SAN BERNARDINO

**PROGRAM BUDGET**  
**FISCAL YEAR:** 2019-2020

**ORGANIZATION:** San Bernardino County Superintendent of Schools  
**DIRECTOR:** Mary Ellen Johnson  
**PROGRAM TITLE:** QSSB  
**PROGRAM DIRECTOR:** Chrystina Smith-Rasshan  
**FINANCE OFFICER:**  
**TOTAL BUDGET:** $377,991  
**RFP/CONTRACT #:**  

### SALARIES & BENEFITS

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<th>LINE</th>
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<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
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<tbody>
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**Total Salaries & Benefits**

- F5SB SALARY: $218,806
- F5SB BENEFITS: $115,026
- F5SB BUDGET: $333,832
- TOTAL SALARY: $624,750

**13**

- **Description/Justification:** #DIV/0!

**14**

- **Description/Justification:** #DIV/0!
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2019-2020

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### II. SERVICES & SUPPLIES

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<td>$1,200</td>
<td>Data processing fee charged by district.</td>
</tr>
<tr>
<td>2 Data Processing - Computer Usage Fees</td>
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<td>Cell phone stipends paid to employees which allows them to use cellphone to check email and use hotspot for WIFI during rating site visits.</td>
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<tr>
<td>3</td>
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<td></td>
</tr>
<tr>
<td>4</td>
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</tr>
<tr>
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<tr>
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<tr>
<td>Event(s):</td>
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<td>FOOD</td>
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<tr>
<td>20</td>
<td>0%</td>
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<tr>
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<td>III. FOOD</td>
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<td></td>
<td>Total Food</td>
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</tbody>
</table>
### FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**ORGANIZATION:** San Bernardino County Superintendent of Schools  
**DIRECTOR:** Mary Ellen Johnson  
**PROGRAM YEAR:** 2019-2020  
**TOTAL BUDGET:** $377,991  
**RFP/CONTRACT #:** EC034

#### IV. TRAVEL

<table>
<thead>
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<th>Destination</th>
<th>Purpose</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
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<tbody>
<tr>
<td></td>
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<td>Total Travel</td>
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#### V. SUBCONTRACTORS

<table>
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<th>Description/Justification</th>
</tr>
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<tr>
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<tr>
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#### VI. INDIRECT COSTS

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<tr>
<th>Percent</th>
<th>TOTAL F5SB BUDGET</th>
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</thead>
<tbody>
<tr>
<td>11%</td>
<td>37,459</td>
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**TOTAL FIRST 5 BUDGET:** $377,991
First 5 San Bernardino
Strategy: Education

Program Outline Document 2018-2019

AGENCY INFORMATION

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<th>Contract #</th>
<th>EC034</th>
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<td>San Bernardino County Superintendent of Schools</td>
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<tr>
<td>Dept./Division</td>
<td>Student Services</td>
</tr>
<tr>
<td>Project Name</td>
<td>Quality Rating Improvement System-QRIS (Quality Start San Bernardino)</td>
</tr>
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</table>
| Address | 601 North E Street  
San Bernardino CA 92415 |
| Website | [www.sbcss.k12.ca.us](http://www.sbcss.k12.ca.us) |
| Program Site Address | Same as above |
| Phone # | 909-386-2701 |
| Fax # | 909-332-5803 |
| Client Referral Phone # | 909-386-2701 |

CONTACT INFORMATION

SIGNING AUTHORITY

| Name | Randy Elphic/Rich De Nava |
| Address | 601 North E Street  
San Bernardino, CA 92415 |
| E-Mail | Randy.elphic@sbcss.net |

CONTRACT REPRESENTATIVE

| Name | Randy Elphic |
| Address | 1950 Sunwest Lane, Suite 300 -3rd Floor  
San Bernardino, CA 92408 |
| E-Mail | Randy.elphic@sbcss.net |

PROGRAM CONTACT

| Name | Mary Ellen Johnson |
| Address | 1950 S. Sunwest Lane, Suite 300 – 3rd Floor  
San Bernardino CA 92408 |
| E-Mail | Maryellen.johnson@sbcss.net |
First 5 San Bernardino
Strategy: Education

<table>
<thead>
<tr>
<th>FISCAL CONTACT</th>
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<tr>
<td>Name: Lori Bloom</td>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accountant</td>
<td></td>
</tr>
<tr>
<td>Address: 760 E. Brier Drive</td>
<td>Direct Phone #: 909-386-9537</td>
<td></td>
</tr>
<tr>
<td>San Bernardino CA 92408</td>
<td>Fax #:</td>
<td></td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:Lori.bloom@sbcss.net">Lori.bloom@sbcss.net</a></td>
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PROGRAM INFORMATION

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<td>Private Entity/Institution</td>
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FIRST 5 FOCUS AREA

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<td>Early Screening and Intervention</td>
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<td>Health Care Access</td>
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<td>Oral Health</td>
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<td>Early Education Programs</td>
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<td>Access to Quality Child Care</td>
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<td>Parent Education</td>
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<td>Community Outreach</td>
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<td></td>
<td>Other:</td>
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PROGRAM DESCRIPTION
SBCSS will serve as an operational lead overseeing and working with QSSB partners to coordinate all aspects of the QSSB system. SBCSS will work to increase the alignment and coordination of quality improvement supports offered to sites contracted by the organization. SBCSS will also be represented on the QRIS Steering Committee to contribute to planning and decision making for the system.

SERVICE AREA (LOCATIONS)
Countywide
COMMISSION LEVEL OUTCOMES

<table>
<thead>
<tr>
<th>SPA 1:</th>
<th>Children and Families</th>
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<tr>
<td>Goal: 1.2:</td>
<td>Early Learning</td>
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<tr>
<td>Objective: 1.2a</td>
<td>Families have access to quality early childhood care and education</td>
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<tr>
<th>SPA 2:</th>
<th>Systems and Network</th>
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<tbody>
<tr>
<td>Goal 2.1:</td>
<td>Leadership as a Convener and Partner</td>
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<tr>
<td>Objective 2.1b:</td>
<td>Families, providers and stakeholders collaborate effectively to improve the well-being of the child</td>
</tr>
<tr>
<td>Objective 2.2.b:</td>
<td>Workforce is developed to effectively serve children and families</td>
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ASSIGNED ANALYST: Tania Offerrall

CONTRACT AMOUNT

<table>
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<th>Amount</th>
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<td>2019-2020</td>
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<tr>
<td>2020-2021</td>
<td>$</td>
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<tr>
<td>Total</td>
<td>$712,858</td>
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EC034 SBCSS QRIS POD FY18-19
THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

Child Care Resource Center Inc.

Department/Division
Communications; Resource & Referral; Research

Address
20001 Prairie Street
Chatsworth, CA. 91311

Phone
818-717-1000

Federal ID No.
95-3081695

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:
I. DEFINITIONS .................................................................................................................. 3
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III. CONTRACTOR’S GENERAL RESPONSIBILITIES ....................................................... 8
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VI. RIGHT TO MONITOR AND AUDIT .......................................................................... 19
VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION ........... 20
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X. NONDISCRIMINATION ............................................................................................... 22
XI. IMPROPER CONSIDERATION ................................................................................. 22
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PROGRAM BUDGET ................................................................................................Attachment B
I. DEFINITIONS

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

Adult-Adolescent Parent Inventory (AAPI): An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

Affordable Care Act (ACA): Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

Ages and Stages Questionnaire (ASQ-3): A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

Assessment: Screening tool used to assess indicators included in the QRIS criteria used to measure the ECE program and assign a rating. Examples of categories of standards include licensing compliance, ratios, health and safety, curriculum, physical environment, teacher/director qualifications and professional development, family involvement, administration and management, diversity, inclusion, Early Learning Standards, child assessment, and accreditation.

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family’s eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Caries: A biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

Carryover Clients: A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.
Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Demonstrated Outcomes: Data supported evidence that indicators addressed through the program demonstrate marked improvement.

Dental Home: Ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

Dental Screening: A visual assessment of the child’s oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child’s mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

Desired Results Development Profile (DRDP): An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Dosage: The frequency and level of exposure to services offered to the participant.

Evidence-Based: Refers to the use of research and scientific studies as a base for determining best practices.

Family Development Matrix (FDM): Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

Family Empowerment Plan: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client’s needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization.
receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services.” In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

**Improve and Maximize Programs so All Children Thrive (IMPACT):** Is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5 and their families thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process. Supporting more settings to achieve high-quality standards helps ensure more of California's children enter school with the skills, knowledge, and dispositions necessary to be successful. This provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

**Indirect Costs:** Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

**Inland Empire Autism Assessment Center of Excellence (AACE):** AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

**Key Decision Makers (KDM):** Provides leadership, coordination and serves as the lead for implementation of operational structure. Develop financing strategies for long term sustainability, systems building, capacity building, policy & advocacy.

**Nurturing Parenting:** Family-centered initiative designed to build nurturing parenting skills as an alternative to abusive and neglectful parenting and child-rearing practices. The long-term goals are to prevent recidivism in families receiving social services, lower the rate of multi-parent teenage pregnancies, reduce the rate of juvenile delinquency and alcohol abuse, and stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

**Nurturing Parenting™:** Evidence/research based curriculum that is a family-centered and trauma-informed initiative designed parenting and child-rearing practices. The programs feature activities to foster positive parenting skills and self-nurturing, home practice exercises, family nurturing time, and activities to promote positive brain development in children birth to 18 years.

**Nurturing Skills Competency Scale (NSCS):** A comprehensive criterion referenced measure designed to gather demographic data of the family, as well as knowledge and utilization of Nurturing Parenting Practices. The data generated from the pre-post administration and NSCS allows parents and staff an opportunity to measure changes in family life, knowledge and utilization of Nurturing Parenting practices.

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

**Overweight:** Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Parenting Education:** Programs that improve knowledge and increase positive parenting skills.

**Parent-Peer:** Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

**Participant:** A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.
**Participant Support:** Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

**Participant Transportation:** Budget line item category for costs involved with transporting participants to needed services and/or appointments.

**Perinatal Parent Education Program:** Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman’s support system. These programs address and affect not only healthy birth outcomes but improved child well-being and family stability outcomes as well.

**Performance Target:** The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

**Professional Services/Consultants:** Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

**Program Materials/Supplies:** Budget line item category for items directly related to service delivery such as course curriculum, children’s books, journals used by participants, child development toys, etc.

**Program Work Plan:** A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

**Quality Child Care:** Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children’s physical, emotional, social and intellectual development.

**Quality Rating Improvement System (QRIS):** A QRIS is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. QRIS award quality ratings to early and school-age care and education programs that meet a set of defined program standards.

**Rating:** Method for determining rating steps, i.e. star levels. The process documents that an ECE program has met the standards for a specific level and is assigned a rating. The number of levels included in the QRIS structure are designed with an easily understood symbol indicating ascending quality with stars. Participating early childhood programs develop program improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between rating visits.

**Relapse:** The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

**Relapse Prevention:** Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

**Request for Proposal (RFP):** The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

**Researched Based:** See evidence-based: Using research as the basis for determining best practices.

**Reasonable Rate of Success:** Total number of program participants expected to successfully complete the program meeting the outcome targets.

**Rural Health Clinic (RHC):** Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.
Satisfaction Survey: Survey designed to measure the participant’s overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children’s optimal development.

Subcontractor: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: Individuals not covered by health insurance.

Verification: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR’S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget. Pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available by the Commission.

C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.

D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.

E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

F. Contractor’s Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission’s web based data system. Contractor is
bound by the information contained in the data collection system. If there is a discrepancy between the Contractor’s Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor’s performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

III. CONTRACTOR’S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor’s employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject
to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party
meetings and provide the Commission with copies of the Board of Directors’ minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors’ minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;

- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract, unless a signed authorization to release information received by the applicant or participant;

- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,

- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

O. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;

- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

P. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.
Q. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission’s discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor’s particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

S. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active” as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage
at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. **Workers’ Compensation/Employers Liability** – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.
If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

b. **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Premises operations, fixed assets and mobile equipment.
2) Products and completed operations.
3) Broad form property damage (including completed operations).
4) Explosion, collapse and underground hazards.
5) Personal injury
6) Contractual liability.
7) $2,000,000 general aggregate limit.

c. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. **Professional Liability** – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

or

**Directors and Officers Insurance** coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The
claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Attorney’s Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

X. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract’s effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

Y. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

Z. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines.

AA. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of
candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

BB. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

  Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission’s web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

  Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

- Fiscal Reports

  For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

  Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

  Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

- Asset Report

  Contractor shall report all assets worth $500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

  Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

CC. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
DD. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

EE. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

2) Have not within a three (3)-year period preceding this application 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 or destruction of records, making false statements, or receiving stolen property;

3) 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 (a) (2) of this certification; and

4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

FF. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.

B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.

C. Commission shall specify all reports and deliverables required from the Contractor.

D. Commission shall provide technical assistance as deemed necessary.

E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.
V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $3,603,634 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>$1,801,817</td>
<td>July 1, 2018 through June 30, 2019</td>
</tr>
<tr>
<td>2019-20</td>
<td>$1,801,817</td>
<td>July 1, 2019 through June 30, 2020</td>
</tr>
</tbody>
</table>

B. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.
Contractor shall adhere to the County’s Travel Management Policy (8-02) when travel is pursuant to this contract and for which reimbursement is sought from the Commission. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

E. Supplanting of Funds
In accordance with the Commission’s Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes
Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes
A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

H. Budget Line Item Variance
Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the approved Budget.

I. Procurement
Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets
The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of $5000 or more, including tax, and was not included in Contractor’s approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor’s services or activities under the terms of the Contract.
Any item with a single unit cost of $500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

L. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
D. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor’s Report for the term of the Contract.

E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

C. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

A. This Contract is effective commencing July 1, 2018 and expires June 30, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after 2020 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

**Contractor:** Child Care Resource Center Inc.
20001 Prairie Street
Chatsworth, CA. 91311

**Commission:** First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.

C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.

D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.

E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.

G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.
X. NONDISCRIMINATION

A. General
Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities
Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights
Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program
Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance
Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment
Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

XI. IMPROPER CONSIDERATION
Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any
officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission Administrative Office. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision “key employees” includes any individuals providing direct service to the Commission. “Key employees” do not include clerical personnel providing service at the Contractor’s offices or locations.

continued on next page
XI. CONCLUSION

A. This Contract, consisting of 24 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.

B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Authorized Signature

Maxwell Ohikhuare, M.D.

Printed Name

Commission Chair

Title

Dated

Official Stamp

CHILD CARE RESOURCE CENTER INC.

Authorized Signature

Michael Olenick

Printed Name

President and CEO

Title

Dated

Reviewed for Processing

Cindy Faulkner

Operations Manager

Date

Approved as to Legal Form

Sophie Akins

Commission Counsel

Date

Presented to Commission for Signature

Karen E. Scott

Executive Director

Date
### Program Description:
Child Care Resource Center is responsible for all aspects of Coaching following rating and/or assessment. Multiple coaching sessions are given after provider is rated and coaches have been tasked. All levels receive coaching.

### Objective
- **Establish rapport and ensure part 2 of application is accurate**
- **Support site to increase capacity**
- **Increase site quality improvement**
- **Increase site retention**
- **Increase professional development**

### Activity
- Collect and verify form during initial site visit
- Provide resources and referrals
- Provide guidance in developing quality improvement plans
- Provide follow up on created quality improvement plans
- Provide incentive based on funding source and tier level post rating
- Coordinate training and coaching

### Dosage
- Once per site
- Ongoing
- 1 - 5
- Ongoing
- Minimum once per year per site
- Ongoing

### Verification
- Vertical Change Forms Application – Part 2 Approval from coach’s supervisor
- Site visit summary form in Vertical Change
- Quality improvement plan 1-5 (as applicable)
- Incentive tracking form
- Training workshop sign in sheets

---

**Agency Rep Name:** ____________________________

**Agency Signature:** ____________________________

**Date Signed:** ____________________________

**Reporting Period:** Monthly

**Due:** On the 15th

**Program Cycle:** July 2018 – June 2020
Program Description:
Child Care Resource Center communications staff will support internal staff and processes as well as engage and inform early childcare educators, parents, and community members under a consistent QSSB brand. They will manage all aspects of communications for the system including marketing and promotional materials, social media and the system website. In addition, communications staff will manage operational partner collaboration content such as the distribution of mailing lists. Finally, communications staff will be responsible for posting site ratings on the QSSB website.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>File management and collaboration system is developed and maintained</td>
<td>ZOHO system development and maintenance</td>
<td>Ongoing</td>
<td>Access to ZOHO system</td>
</tr>
<tr>
<td>Marketing and promotional materials developed, maintained and distributed</td>
<td>Materials procured, stored and distributed by communications staff</td>
<td>As needed</td>
<td>Invoices</td>
</tr>
<tr>
<td></td>
<td>Website and social media maintained and updated regularly</td>
<td>Ongoing</td>
<td>Access to website and social media</td>
</tr>
<tr>
<td>Operational Partner Collaboration content is communicated across system</td>
<td>Collect and share operational partner information</td>
<td>Ongoing</td>
<td>QSSB website</td>
</tr>
<tr>
<td></td>
<td>Provide operational partners with content to be used on individual social media and websites</td>
<td></td>
<td>Social Media</td>
</tr>
<tr>
<td></td>
<td>Post rating information on QSSB website</td>
<td></td>
<td>Documentation of communications between operational partners (emails, etc.)</td>
</tr>
</tbody>
</table>

Agency Rep Name: ____________________________  Reporting Period: Monthly  
Agency Signature: ____________________________  Due: On the 15th  
Date Signed: ____________________________  Program Cycle: July 2018 – June 2020
Program Description:
Child Care Resource Center (CCRC) will be responsible for ensuring that every participating QSSB site is in a signed and fully executed contract with QSSB. This process is managed by the CCRC Regional Manager and the CCRC Community Development Assistant. Technical support is provided to the participating sites to ensure a completed contract.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating sites are in a signed, fully executed contract with QSSB</td>
<td>Follow process per Process Map (Page 4)</td>
<td>Ongoing</td>
<td>QSSB contract</td>
</tr>
</tbody>
</table>

| Agency Rep Name: | ________________________________ | Reporting Period: | Quarterly |
| Agency Signature: | ________________________________ | Due: | 30th day after the end of the quarter |
| Date Signed: | ________________________________ | Program Cycle: | July 2018 – June 2020 |
**Program Description:**
Provision of research and evaluation services for Quality Start San Bernardino.

<table>
<thead>
<tr>
<th>Expectation(s):</th>
<th>Outcome(s):</th>
</tr>
</thead>
</table>
| Provide research and evaluation services including servicing the QRIS data warehouse (Vertical Change). In addition, CCRC will prepare and upload the Common Data File to First 5 California (IMPACT) and California Department of Education (Infant-toddler) | (1) Continuous quality improvement: cyclical and data-driven process used to inform program decision-making and processes  
(2) Process evaluation: evaluation and measurement of program implementation and progress in meeting program objectives  
(3) System evaluation: assessment of the QSSB system components |

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide tools, feedback, and recommendations for continuous quality improvement</td>
<td>Summarize, analyze, and report on program data</td>
<td>Quarterly</td>
<td>End of Year Process Evaluation Report (Oct)</td>
</tr>
<tr>
<td>Conduct process evaluation</td>
<td>Conduct Provider Survey and Key Informant Interviews, Coaching Discussion Group, and Summary of Program Outputs</td>
<td>Annually (May-Oct)</td>
<td>End of Year System Evaluation Report (Oct)</td>
</tr>
<tr>
<td>Conduct system evaluation</td>
<td>Conduct Communication Strategy Analysis, Finance Discussion Group</td>
<td>Annually (Jun-Oct)</td>
<td>Data system is operational and system is ready for exporting the Common Data File in XML format to state upload system</td>
</tr>
<tr>
<td>Service the QRIS data warehouse (Vertical Change)</td>
<td>Manage data system and support data system users</td>
<td>On-going</td>
<td>Common Data File Report Upload (Sep)</td>
</tr>
<tr>
<td>Prepare and submit annual Common Data File Upload to First 5 California and California Department of Education</td>
<td>Maintain or develop data system, conduct quality assurance, file preparation, and upload</td>
<td>Annually</td>
<td>Common Data File Report Upload (Sep)</td>
</tr>
</tbody>
</table>

**Program Description:**
Provision of research and evaluation services for Quality Start San Bernardino.

**Agency Name:** Child Care Resource Center (CCRC)  
**Program Name:** Quality Start San Bernardino  
**Program Component:** Research/Evaluations  
**Contract #:** EC033  
**Fiscal Year:** 2018 – 2020  
**Service Area:** Countywide  

**Objective**  
**Activity**  
**Dosage**  
**Verification**

**Program Cycle:** July 2018 – June 2020
## ATTACHMENT B

### FIRST 5 SAN BERNARDINO

#### PROGRAM BUDGET

**FISCAL YEAR:** 2018-19

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Child Care Resource Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QGIS</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>San Bernardino QRIS</td>
</tr>
</tbody>
</table>

**DIRECTOR:** Ellen Cervantes, Michael Olenick, PhD.

**PROGRAM DIRECTOR:** James Moses, Susan Savage, Eileen Friscia

**FINANCE OFFICER:** Jennifer Patricio, Reporting & Analysis Manager

**RFP/Contract #:** EC033

**PROGRAM YEAR:** 2018-19

**TOTAL BUDGET:** $1,801,817

<table>
<thead>
<tr>
<th>LINE</th>
<th>SALARIES &amp; BENEFITS</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>FSSB SALARY</th>
<th>FSSB BENEFITS</th>
<th>FSSB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5% of total salary</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Susan Savage</td>
<td>0.125</td>
<td>61.48</td>
<td>260</td>
<td>20.56%</td>
<td>15,985</td>
<td>3,287</td>
<td>19,272</td>
<td>154,170</td>
<td>12.5%</td>
<td>Research director for QRIS partnership.</td>
</tr>
<tr>
<td>2</td>
<td>Patrick Stanley</td>
<td>0.125</td>
<td>36.06</td>
<td>260</td>
<td>21.09%</td>
<td>9,376</td>
<td>1,977</td>
<td>11,353</td>
<td>90,823</td>
<td>12.5%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>3</td>
<td>Olivia Pillado</td>
<td>0.125</td>
<td>44.80</td>
<td>260</td>
<td>25.16%</td>
<td>11,648</td>
<td>2,931</td>
<td>14,579</td>
<td>116,629</td>
<td>12.5%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>4</td>
<td>Jesse Pineda</td>
<td>1.00</td>
<td>28.62</td>
<td>2,080</td>
<td>22.50%</td>
<td>59,530</td>
<td>13,394</td>
<td>72,924</td>
<td>72,924</td>
<td>100%</td>
<td>Research Analyst for QRIS partnership.</td>
</tr>
<tr>
<td>5</td>
<td>Mary Joskowitz</td>
<td>1.00</td>
<td>22.50</td>
<td>2,080</td>
<td>22.49%</td>
<td>46,800</td>
<td>10,525</td>
<td>57,325</td>
<td>57,325</td>
<td>100%</td>
<td>Research Analyst for QRIS partnership.</td>
</tr>
<tr>
<td>6</td>
<td>Eileen Friscia</td>
<td>0.10</td>
<td>61.13</td>
<td>208</td>
<td>27.7%</td>
<td>12,715</td>
<td>3,516</td>
<td>16,231</td>
<td>162,307</td>
<td>10%</td>
<td>Lead the Resource and Referral Department for QRIS partnership.</td>
</tr>
<tr>
<td>7</td>
<td>Tina Lopez</td>
<td>0.25</td>
<td>33.52</td>
<td>520</td>
<td>32.5%</td>
<td>17,430</td>
<td>5,666</td>
<td>23,096</td>
<td>92,388</td>
<td>25%</td>
<td>Assist in overseeing and managing all grant activities, requirements and documentation.</td>
</tr>
<tr>
<td>8</td>
<td>Christina Aranda</td>
<td>0.33</td>
<td>35.88</td>
<td>693</td>
<td>22.8%</td>
<td>24,865</td>
<td>5,659</td>
<td>30,524</td>
<td>91,616</td>
<td>33%</td>
<td>Responsible in management of all grant activities, requirements, and documentation.</td>
</tr>
<tr>
<td>9</td>
<td>Chantia Hollingsworth</td>
<td>1.00</td>
<td>23.83</td>
<td>2,080</td>
<td>24.9%</td>
<td>49,566</td>
<td>12,362</td>
<td>61,928</td>
<td>61,928</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>10</td>
<td>Cynthia Franco</td>
<td>1.00</td>
<td>20.60</td>
<td>2,080</td>
<td>28.9%</td>
<td>42,848</td>
<td>12,379</td>
<td>55,227</td>
<td>55,227</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>11</td>
<td>Sidney Everly</td>
<td>1.00</td>
<td>21.63</td>
<td>2,080</td>
<td>25.2%</td>
<td>44,990</td>
<td>11,337</td>
<td>56,327</td>
<td>56,327</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>12</td>
<td>Angelica Preciado</td>
<td>1.00</td>
<td>21.63</td>
<td>2,080</td>
<td>25.2%</td>
<td>44,990</td>
<td>11,337</td>
<td>56,327</td>
<td>56,327</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>13</td>
<td>Rae-Lyn Calderon</td>
<td>1.00</td>
<td>21.63</td>
<td>2,080</td>
<td>25.2%</td>
<td>44,990</td>
<td>11,337</td>
<td>56,327</td>
<td>56,327</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>14</td>
<td>Josephine Sena</td>
<td>1.00</td>
<td>21.63</td>
<td>2,080</td>
<td>25.2%</td>
<td>44,990</td>
<td>11,337</td>
<td>56,327</td>
<td>56,327</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>15</td>
<td>TBH</td>
<td>1.00</td>
<td>21.63</td>
<td>2,080</td>
<td>25.2%</td>
<td>44,990</td>
<td>11,337</td>
<td>56,327</td>
<td>56,327</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
</tbody>
</table>
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### Fiscal Year: 2018-19

<table>
<thead>
<tr>
<th>Line</th>
<th>Budget Category</th>
<th>FTE</th>
<th>Pay Rate</th>
<th># of Hours</th>
<th>Benefit Rate</th>
<th>F5SB Salary</th>
<th>F5SB Benefits</th>
<th>F5SB Budget</th>
<th>Total Salary</th>
<th>First 5 % of Total Salary</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>TBH Professional Development Coach</td>
<td>1.00</td>
<td>21.63</td>
<td>2,080</td>
<td>25.2%</td>
<td>44,990</td>
<td>11,337</td>
<td>56,327</td>
<td>56,327</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>17</td>
<td>Claudia Castillo Specialist, Resource &amp; Referral</td>
<td>0.50</td>
<td>20.28</td>
<td>1,040</td>
<td>26.9%</td>
<td>21,091</td>
<td>5,676</td>
<td>26,767</td>
<td>53,534</td>
<td>50%</td>
<td>To coordinate professional development and the workforce registry.</td>
</tr>
<tr>
<td>18</td>
<td>Susan Montalvo Director, Communications</td>
<td>0.15</td>
<td>60.89</td>
<td>312</td>
<td>29.0%</td>
<td>18,998</td>
<td>5,177</td>
<td>24,515</td>
<td>163,431</td>
<td>15%</td>
<td>Lead development and execution of key actions; manage timeline and budgets.</td>
</tr>
<tr>
<td>19</td>
<td>Cristen Sayegh Advertising &amp; Marketing Specialist</td>
<td>0.25</td>
<td>28.85</td>
<td>520</td>
<td>23.4%</td>
<td>15,002</td>
<td>3,513</td>
<td>18,515</td>
<td>74,062</td>
<td>25%</td>
<td>Lead social media and website content development; press and media relations; marketing and outreach materials development.</td>
</tr>
<tr>
<td>20</td>
<td>Felix Bada Graphic Designer and Developer</td>
<td>0.25</td>
<td>34.29</td>
<td>520</td>
<td>30.2%</td>
<td>17,831</td>
<td>5,376</td>
<td>23,207</td>
<td>92,827</td>
<td>25%</td>
<td>Website design and development; website maintenance and technical support; graphic design.</td>
</tr>
<tr>
<td>21</td>
<td>Megan Sack Media &amp; Communications Specialist</td>
<td>0.75</td>
<td>23.62</td>
<td>1,560</td>
<td>24.3%</td>
<td>36,847</td>
<td>8,961</td>
<td>45,808</td>
<td>61,078</td>
<td>75%</td>
<td>Social media and website content development; press and media relations; marketing and outreach materials development.</td>
</tr>
</tbody>
</table>

Total Salaries & Benefits: $670,472 + $168,761 + $839,233 = $1,738,231
II. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Expense</th>
<th>% of Allocation</th>
<th>TOTAL FSSB BUDGET ($)</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Computers &amp; Computer Equipment</td>
<td>0.30%</td>
<td>5,400</td>
<td>2 laptops for 2 new staff; $1,250 each ($2,500) with 2 docking station $200 each ($400). 4 monitors for 2 staff; $150 each ($600). 2 VDI computers for 2 staff; $500 each ($1,000). 2 desktop phones for 2 staff; $450 each ($900).</td>
</tr>
<tr>
<td>2 Cubicle Pods</td>
<td>0.22%</td>
<td>4,000</td>
<td>Cubicle pod for 2 new FTE's assigned $4,000 total.</td>
</tr>
<tr>
<td>3 Chairs</td>
<td>0.04%</td>
<td>800</td>
<td>Office desk chairs for 2 new staff @ $400 each;($800).</td>
</tr>
<tr>
<td>4 Postage</td>
<td>0.17%</td>
<td>3,100</td>
<td>$0.50 per postage for 4 mailings to 300 families ($600); and postage for 5,000 pieces, sent once ($2,500).</td>
</tr>
<tr>
<td>5 Printing</td>
<td>0.44%</td>
<td>8,000</td>
<td>$8K for printing and design of outreach materials, certificates, business cards, flyers, postcards, banners, and participants toolkits.</td>
</tr>
<tr>
<td>6 Supplies</td>
<td>0.26%</td>
<td>4,680</td>
<td>General supplies for 13 FTE's at $30 per month for 12 months</td>
</tr>
<tr>
<td>7 Telephone</td>
<td>1.93%</td>
<td>34,860</td>
<td>Allocation based on 13 FTE's use of landlines and cell phones. Cell phones are $65 per FTE and landlines are roughly $2,060 per month for 13 FTEs.</td>
</tr>
<tr>
<td>8 VerticalChange</td>
<td>5.44%</td>
<td>98,000</td>
<td>$60,500 for user accounts ($40,500/year for up to 50 high level user accounts and $20,000/year for up to 150 lower level user accounts). $18,000 for customer service activities to support users ($180/hour for 100 hours). $18,000 for development costs to make needed changes to the data system ($180/hour for 100 hours). $1,500 for travel costs related to VerticalChange data.</td>
</tr>
<tr>
<td>9 Provider Incentives</td>
<td>24.06%</td>
<td>433,467</td>
<td>Quality improvement activities and incentives to providers for reaching specific program goals and for focus groups.</td>
</tr>
</tbody>
</table>

TOTAL SERVICE and SUPPLIES: $ 592,307
<table>
<thead>
<tr>
<th>Expense</th>
<th>% of Allocation</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Advertising</td>
<td>3.02%</td>
<td>$54,500</td>
<td>All advertising meant to complete program outreach objectives. Social media calculated at $3,000 for Facebook/Twitter advertising; Press releases to complete program outreach objectives calculated at $3,000. E-newsletters to complete program and outreach objectives calculated at $2,000. QRIS promotional items calculated at $10,000 for QRIS promotional items. Print advertisements across the SB’s 22 cities including radio, television and online at $10,000. Advertising outreach event fees throughout county (8 events) $1,500.</td>
</tr>
<tr>
<td>2 Consultants</td>
<td>0.28%</td>
<td>$5,000</td>
<td>Digital content development including material translations; photography and videography.</td>
</tr>
<tr>
<td>3 Photographer and Supplies</td>
<td>0.11%</td>
<td>$2,000</td>
<td>$2,000 includes Micro Website Development, supplies and photographer fees.</td>
</tr>
<tr>
<td>4 Website Hosting and Technical Support</td>
<td>0.83%</td>
<td>$15,000</td>
<td>Monthly website hosting ($150 x 12 months = $1,800), technical support ($750 x 12 months = $9,000) and any plug ins/modules, ($4,200).</td>
</tr>
<tr>
<td><strong>TOTAL COMMUNICATIONS</strong></td>
<td></td>
<td><strong>$76,500</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Destination</th>
<th>Purpose</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Mileage, various visits/meetings/ etc</td>
<td>Mileage, various visits/meetings/ etc</td>
<td>$18,835</td>
<td>For Resource &amp; Referral staff to visit participants, 7 staff approximately 300 miles a month for 12 months @0.545 ($13,734). For R&amp;R management to attend meetings combined 300 miles once a month @0.545 ($1,962). For local Research meetings related to 2 research staff attending local meetings 1 time a month 180 miles combined for 12 months at $0.545 per mile ($1,177). For Communication staff combined to attend meetings approximately 300 miles a month @ $0.545 ($1,962).</td>
</tr>
<tr>
<td>2 Various Trainings</td>
<td>Various Trainings</td>
<td>$36,480</td>
<td>BUILD Conference 7 attendees, approximately $1,500/staff, total $10,500 cost, includes flight, hotel, registration, per diem and transportation. Strata Conference for 1 attendee, approximately $2,600 total cost, includes flight, hotel, registration, per diem and transportatino. First5 Summit Conference for 6 attendess $1,000/staff, total $6,000 cost, includes flight, hotel, registration, per diem and transportation. CAEYC Conference 3 attendees, approximately $1,200/person for total $3,600 cost, includes flight, hotel, registration, per diem and transportation. Professional development for 13 staff @$1,060/person for $13,780.</td>
</tr>
<tr>
<td><strong>TOTAL TRAINING &amp; TRAVEL</strong></td>
<td></td>
<td><strong>$55,315</strong></td>
<td></td>
</tr>
</tbody>
</table>
## FIRST 5 SAN BERNARDINO

**PROGRAM BUDGET:** $1,801,817  
**FISCAL YEAR:** 2018 - 2019

**ORGANIZATION:** Child Care Resource Center  
**DIRECTOR:** Ellen Cervantes, Michael Olenick, PhD.  
**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** James Moses, Susan Savage, Eileen Friscia  
**TOTAL BUDGET:** $1,801,817  
**INITIATIVE:** San Bernardino QRIS  
**FINANCE OFFICER:** Jennifer Patricio, Reporting & Analysis Manager  
**RFP/CONTRACT #:** EC033

### V. DIRECT COST for PROGRAM

<table>
<thead>
<tr>
<th>Expense</th>
<th>% of Allocation</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Space</td>
<td>3.65%</td>
<td>$65,727</td>
<td>Based on allocated square footage of 13 FTE’s cubicles.</td>
</tr>
<tr>
<td>2 Direct burdened costs</td>
<td>0.85%</td>
<td>$15,400</td>
<td>Based on 13 FTE’s and includes office maintenance, security, insurance, utilities.</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST**  
$81,127

### VI. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Percent</th>
<th>TOTAL INDIRECT COSTS</th>
<th>$157,335</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis: De Minims</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL FIRST 5 BUDGET**  
$1,801,817
## Salaries & Benefits

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of total salary</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Savage</td>
<td>Director, Research</td>
<td>0.125</td>
<td>63.32</td>
<td>260</td>
<td>21.17%</td>
<td>16,463</td>
<td>3,485</td>
<td>19,948</td>
<td>159,588</td>
<td>12.5%</td>
<td>Research director for QRIS partnership.</td>
</tr>
<tr>
<td>Patrick Stanley</td>
<td>Manager, Innovation &amp; Technology</td>
<td>0.125</td>
<td>37.14</td>
<td>260</td>
<td>21.73%</td>
<td>9,656</td>
<td>2,098</td>
<td>11,754</td>
<td>94,038</td>
<td>12.5%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>Olivia Pillado</td>
<td>Manager, Workforce Development</td>
<td>0.125</td>
<td>46.14</td>
<td>260</td>
<td>25.91%</td>
<td>11,996</td>
<td>3,108</td>
<td>15,104</td>
<td>120,837</td>
<td>12.5%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>Jesse Pineda</td>
<td>Senior Research Analyst</td>
<td>1.00</td>
<td>29.48</td>
<td>2,080</td>
<td>23.17%</td>
<td>61,318</td>
<td>14,207</td>
<td>75,525</td>
<td>75,525</td>
<td>100%</td>
<td>Research Analyst for QRIS partnership.</td>
</tr>
<tr>
<td>Mary Joskowitz</td>
<td>Research Analyst</td>
<td>1.00</td>
<td>23.18</td>
<td>2,080</td>
<td>23.16%</td>
<td>48,214</td>
<td>11,166</td>
<td>59,380</td>
<td>59,380</td>
<td>100%</td>
<td>Research Analyst for QRIS partnership.</td>
</tr>
<tr>
<td>Eileen Friscia</td>
<td>Director, Resource &amp; Referral</td>
<td>0.10</td>
<td>62.96</td>
<td>208</td>
<td>28.48%</td>
<td>13,096</td>
<td>3,730</td>
<td>16,826</td>
<td>168,253</td>
<td>10%</td>
<td>Lead the Resource and Referral Department for QRIS partnership.</td>
</tr>
<tr>
<td>Tina Lopez</td>
<td>Manager, Family Engagement</td>
<td>0.25</td>
<td>34.53</td>
<td>693</td>
<td>23.48%</td>
<td>25,613</td>
<td>6,014</td>
<td>31,627</td>
<td>94,927</td>
<td>33%</td>
<td>Assist in overseeing and managing all grant activities, requirements, and documentation.</td>
</tr>
<tr>
<td>Christina Aranda</td>
<td>Manager, Professional Development</td>
<td>0.33</td>
<td>36.96</td>
<td>2,080</td>
<td>25.68%</td>
<td>51,043</td>
<td>13,108</td>
<td>64,151</td>
<td>64,151</td>
<td>100%</td>
<td>Responsible in management of all grant activities, requirements, and documentation.</td>
</tr>
<tr>
<td>Chantia Hollingsworth</td>
<td>Supervisor, Resource &amp; Referral</td>
<td>1.00</td>
<td>24.54</td>
<td>2,080</td>
<td>29.76%</td>
<td>44,138</td>
<td>13,135</td>
<td>57,273</td>
<td>57,273</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>Cynthia Franco</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>22.28</td>
<td>2,080</td>
<td>25.96%</td>
<td>46,342</td>
<td>12,030</td>
<td>58,372</td>
<td>58,372</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>Sidney Everly</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>22.28</td>
<td>2,080</td>
<td>25.96%</td>
<td>46,342</td>
<td>12,030</td>
<td>58,372</td>
<td>58,372</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>Angelica Preciado</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>22.28</td>
<td>2,080</td>
<td>25.96%</td>
<td>46,342</td>
<td>12,030</td>
<td>58,372</td>
<td>58,372</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>Rae-Lyn Calderon</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>22.28</td>
<td>2,080</td>
<td>25.96%</td>
<td>46,342</td>
<td>12,030</td>
<td>58,372</td>
<td>58,372</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>Josephine Sena</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>22.28</td>
<td>2,080</td>
<td>25.96%</td>
<td>46,342</td>
<td>12,030</td>
<td>58,372</td>
<td>58,372</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>TBH</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>22.28</td>
<td>2,080</td>
<td>25.96%</td>
<td>46,342</td>
<td>12,030</td>
<td>58,372</td>
<td>58,372</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>LINE</td>
<td>SALARIES &amp; BENEFITS</td>
<td>FTE</td>
<td>PAY RATE</td>
<td># OF HOURS</td>
<td>BENEFIT RATE</td>
<td>FSSB SALARY</td>
<td>FSSB BENEFITS</td>
<td>FSSB BUDGET</td>
<td>TOTAL SALARY</td>
<td>First 5 % of total salary</td>
<td>DESCRIPTION/ JUSTIFICATION</td>
</tr>
<tr>
<td>------</td>
<td>------------------</td>
<td>-----</td>
<td>----------</td>
<td>------------</td>
<td>--------------</td>
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<td>----------------</td>
<td>--------------</td>
<td>--------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>16</td>
<td>TBH Professional Development Coach</td>
<td>1.00</td>
<td>22.28</td>
<td>2,080</td>
<td>25.96%</td>
<td>46,342</td>
<td>12,030</td>
<td>58,372</td>
<td>58,372</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>17</td>
<td>TBH Professional Development Coach</td>
<td>1.00</td>
<td>22.28</td>
<td>2,080</td>
<td>25.96%</td>
<td>46,342</td>
<td>12,030</td>
<td>58,372</td>
<td>58,372</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>18</td>
<td>Claudia Castillo Specialist, Resource &amp; Referral</td>
<td>0.50</td>
<td>20.89</td>
<td>1,040</td>
<td>27.11%</td>
<td>21,726</td>
<td>6,020</td>
<td>27,746</td>
<td>55,492</td>
<td>50%</td>
<td>To coordinate professional development and the workforce registry.</td>
</tr>
<tr>
<td>19</td>
<td>Susan Montalvo Director, Communications</td>
<td>0.15</td>
<td>62.72</td>
<td>312</td>
<td>29.87%</td>
<td>19,568</td>
<td>5,845</td>
<td>25,413</td>
<td>169,416</td>
<td>15%</td>
<td>Lead development and execution of key actions; manage timeline and budgets.</td>
</tr>
<tr>
<td>20</td>
<td>Cristen Sayegh Advertising &amp; Marketing Specialist</td>
<td>0.25</td>
<td>29.72</td>
<td>520</td>
<td>24.12%</td>
<td>15,452</td>
<td>3,727</td>
<td>19,179</td>
<td>25,413</td>
<td>25%</td>
<td>Lead social media and website content development; press and media relations; marketing and outreach materials development.</td>
</tr>
<tr>
<td>21</td>
<td>Felix Bada Graphic Designer and Developer</td>
<td>0.25</td>
<td>35.32</td>
<td>520</td>
<td>31.05%</td>
<td>18,366</td>
<td>5,703</td>
<td>24,069</td>
<td>96,273</td>
<td>25%</td>
<td>Website design and development; website maintenance and technical support; graphic design.</td>
</tr>
<tr>
<td>22</td>
<td>Megan Sack Media &amp; Communications Specialist</td>
<td>0.75</td>
<td>24.33</td>
<td>1,560</td>
<td>25.05%</td>
<td>37,953</td>
<td>9,507</td>
<td>47,460</td>
<td>63,280</td>
<td>75%</td>
<td>Social media and website content development; press and media relations; marketing and outreach materials development.</td>
</tr>
</tbody>
</table>

Total Salaries & Benefits: $736,952 $191,075 $928,027 $1,859,622
**ORGANIZATION:** Child Care Resource Center  
**DIRECTOR:** Ellen Cervantes, Michael Olenick, PhD.  
**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** James Moses, Susan Savage, Eileen Friscia  
**FINANCE OFFICER:** Jennifer Patricio, Reporting & Analysis Manager  
**TOTAL BUDGET:** $1,801,817  
**FISCAL YEAR:** 2019-20  
**INITIATIVE:** San Bernardino QRIS  
**RFP/CONTRACT#:** EC033

### II. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Expense</th>
<th>% of Allocation</th>
<th>TOTAL F5SB BUDGET ($)</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Computers &amp; Computer Equipment</td>
<td>0.15%</td>
<td>2,700</td>
<td>1 laptop for 1 new staff at $1,250 with docking station at $200. 2 monitors at $150 each ($300). 1 VDI computer at $500. 1 desktop phone at $450.</td>
</tr>
<tr>
<td>2. Cubicle Pods</td>
<td>0.11%</td>
<td>2,000</td>
<td>Cubicle pod for 1 new FTE's assigned $2,000 total.</td>
</tr>
<tr>
<td>3. Chairs</td>
<td>0.02%</td>
<td>400</td>
<td>Office desk chair at $400</td>
</tr>
<tr>
<td>4. Postage</td>
<td>0.17%</td>
<td>3,100</td>
<td>$0.50 per postage for 4 mailings to 300 families ($600); and postage for 5,000 pieces, sent once ($2,500).</td>
</tr>
<tr>
<td>5. Printing</td>
<td>0.44%</td>
<td>8,000</td>
<td>$8K for printing and design of outreach materials, certificates, business cards, flyers, postcards, banners, and participants toolkits.</td>
</tr>
<tr>
<td>6. Supplies</td>
<td>0.28%</td>
<td>5,040</td>
<td>General supplies for 14 FTE's at $30 per month for 12 months</td>
</tr>
<tr>
<td>7. Telephone</td>
<td>2.13%</td>
<td>38,342</td>
<td>Allocation based on 14 FTE's use of landlines and faxes.</td>
</tr>
<tr>
<td>8. VerticalChange</td>
<td>5.44%</td>
<td>98,000</td>
<td>$60,500 for user accounts ($40,500/year for up to 50 high level user accounts and $20,000/year for up to 150 lower level user accounts). $18,000 for customer service activities to support users ($180/hour for 100 hours). $18,000 for development costs to make needed changes to the data system ($180/hour for 100 hours). $1,500 for travel costs related to VerticalChange data.</td>
</tr>
<tr>
<td>9. Provider Incentives</td>
<td>18.73%</td>
<td>337,475</td>
<td>Quality improvement activities and incentives to providers for reaching specific program goals and for focus groups.</td>
</tr>
</tbody>
</table>

**TOTAL SERVICE and SUPPLIES**  
$495,057
<table>
<thead>
<tr>
<th>III. COMMUNICATIONS</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Expense</td>
<td>% of Allocation</td>
<td>TOTAL FS5SB BUDGET</td>
</tr>
<tr>
<td>1</td>
<td>Advertising</td>
<td>3.02%</td>
<td>$54,500</td>
</tr>
<tr>
<td>2</td>
<td>Consultants</td>
<td>0.28%</td>
<td>$5,000</td>
</tr>
<tr>
<td>3</td>
<td>Photographer and Supplies</td>
<td>0.11%</td>
<td>$2,000</td>
</tr>
<tr>
<td>4</td>
<td>Website Hosting and Technical Support</td>
<td>0.83%</td>
<td>$15,000</td>
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<tr>
<td></td>
<td>TOTAL COMMUNICATIONS</td>
<td></td>
<td>$76,500</td>
</tr>
</tbody>
</table>

| IV. TRAVEL |
|------------|-----------------|-----------------|-----------------|
| Destination | Purpose               | TOTAL FS5SB BUDGET | Description/Justification |
| 1           | Mileage, various visits/meetings/ etc | $18,835 | For Resource & Referral staff to visit participants, 7 staff approximately 300 miles a month for 12 months @0.545 ($13,734). For R&R management to attend meetings combined 300 miles once a month @0.545 ($1,962). For local Research meetings related to 2 research staff attending local meetings 1 time a month 180 miles combined for 12 months at $0.545 per mile ($1,177). For Communication staff combined to attend meetings approximately 300 miles a month @ $0.545 ($1,962). |
| 2           | Various Trainings   | $36,480         | BUILD Conference 7 attendees, approximatley $1,500/staff, total $10,500 cost, includes flight, hotel, registration, per diem and transportation. Strata Conference for 1 attendee, approximately $2,600 total cost, includes flight, travel, hotel, registration, per diem and transportation. First5 Summit Conference for 6 attendess $1,000/staff, total $6,000 cost, includes flight, hotel, registration, per diem and transportation. CAEYC Conference 3 attendees, approximately $1,200/person for total $3,600 cost, includes flight, hotel, registration, per diem and transportation. Professional development for 13 staff @$1,060/person for $13,780. |
| TOTAL TRAINING & TRAVEL | $55,315 | | |
**ORGANIZATION:** Child Care Resource Center  
**DIRECTOR:** Ellen Cervantes, Michael Olenick, PhD.  
**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** James Moses, Susan Savage, Eileen Friscia  
**TOTAL BUDGET:** $1,801,817  
**TOTAL FIRST 5 BUDGET:**  
<table>
<thead>
<tr>
<th>Expense:</th>
<th>% of Allocation:</th>
<th>TOTAL FIRST 5 BUDGET</th>
<th>Description/Justification:</th>
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</thead>
<tbody>
<tr>
<td>Space</td>
<td>4.05%</td>
<td>$72,907</td>
<td>Based on allocated square footage of 14 FTE's cubicles.</td>
</tr>
<tr>
<td>Direct burdened costs</td>
<td>0.95%</td>
<td>$17,083</td>
<td>Based on 14 FTE's and includes office maintenance, security, insurance, utilities.</td>
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<tr>
<td><strong>TOTAL DIRECT COST</strong></td>
<td></td>
<td><strong>$89,990</strong></td>
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**VI. IN-DIRECT COSTS**

<table>
<thead>
<tr>
<th>Percent:</th>
<th>Basis:</th>
<th>Total Indirect Costs</th>
<th>Description/Justification:</th>
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</thead>
<tbody>
<tr>
<td>10%</td>
<td>De Minims</td>
<td>$156,928</td>
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**TOTAL FIRST 5 BUDGET**  
$1,801,817
# First 5 San Bernardino

## Strategy: Education

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### Program Outline Document 2018-2019

<table>
<thead>
<tr>
<th>AGENCY INFORMATION</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract #:</strong></td>
<td>EC033</td>
</tr>
<tr>
<td><strong>Legal Entity:</strong></td>
<td>Child Care Resource Center, Inc.</td>
</tr>
<tr>
<td><strong>Dept./Division:</strong></td>
<td>Communications; Resource &amp; Referral; Research</td>
</tr>
<tr>
<td><strong>Project Name:</strong></td>
<td>Quality Rating Improvement System-QRIS</td>
</tr>
</tbody>
</table>
| **Address:** | 20001 Prairie Street  
| | Chatsworth, CA 91311  
| **Website:** | www.ccrcca.org |
| **Program Site Address:** | 1111 E. Mill Street, Suite 100  
| | San Bernardino, CA 92408 |
| **Phone #:** | 818-717-1000 |
| **Fax #:** | 1-866-674-5437 |
| **Client Referral Phone #:** | 1-866-674-5437 |

### CONTACT INFORMATION

<table>
<thead>
<tr>
<th>SIGNING AUTHORITY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>Dr. Michael Olenick</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>President and CEO</td>
</tr>
</tbody>
</table>
| **Address:** | 20001 Prairie Street  
| | Chatsworth, CA 91311 |
| **E-Mail:** | MOlenick@ccrcca.org |
| **Direct Phone #:** | 818-717-1010 |
| **Fax #:** | 818-717-9161 |

<table>
<thead>
<tr>
<th>CONTRACT REPRESENTATIVE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>James Moses</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Regional Director</td>
</tr>
</tbody>
</table>
| **Address:** | 1111 E. Mill Street, Suite 100  
| | San Bernardino, CA 92408 |
| **E-Mail:** | JMoses@ccrcca.org |
| **Direct Phone #:** | 909-384-8031 |
| **Fax #:** | 909-890-0032 |

<table>
<thead>
<tr>
<th>PROGRAM CONTACT</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>Christina Aranda</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Workforce Development Manager</td>
</tr>
</tbody>
</table>
| **Address:** | 1111 E. Mill Street, Suite 100  
| | San Bernardino, CA 92408 |
| **E-Mail:** | caranda@ccrcca.org |
| **Direct Phone #:** | 760-245-0770 X3110 |
| **Fax #:** | 760-245-1072 |

<table>
<thead>
<tr>
<th>FISCAL CONTACT</th>
<th></th>
</tr>
</thead>
</table>
### First 5 San Bernardino Strategy: Education

**Name:**  Jennifer Patricio  
**Address:**  20001 Prairie Street  
Chatsworth, CA 91311  
**E-Mail:**  jpatricio@ccrcca.org

**Title:**  Reporting and Analysis Manager

**Direct Phone #:**  818-717-1024  
**Fax #:**  818-717-9172

**Name:**  Susan Savage  
**Address:**  20001 Prairie Street  
Chatsworth, CA 91311  
**E-Mail:**  SSavage@ccrcca.org

**Title:**  Research Director

**Direct Phone #:**  818-717-1000 X 8100  
**Fax #:**  818-717-9161

---

### ADDITIONAL CONTACT (Describe): Program

**Name:**  Program

**Address:**  20001 Prairie Street  
Chatsworth, CA 91311  
**E-Mail:**  Program

---

### PROGRAM INFORMATION

**TYPE OF AGENCY**
- [ ] Educational Institution  
  Describe:  Choose an item.
- [ ] Government Agency  
  Describe:  Choose an item.
- [x] Community-Based  
  Describe:  Non Profit

**FIRST 5 FOCUS AREA STRATEGY**

<table>
<thead>
<tr>
<th>Topic</th>
<th>Description</th>
</tr>
</thead>
</table>
| Health      | Early Screening and Intervention  
              Health Care Access  
              Oral Health        |

| Family      | Parent Education  
              Resource Center & Case Management |

| Systems     | Integrated Systems Planning & Implementation  
              Countywide Information  
              Referral Systems  
              Organizational Capacity Building |

**PROGRAM DESCRIPTION**

**SERVICE AREA (LOCATIONS)**

Countywide
In executing the communications, quality improvement, and evaluation components of the QRIS, as outlined in our scope of work, CCRC will conduct activities meeting the following Commission Level Outcomes:

- Support capacity building and quality improvements in child care and early education settings
- Support increased availability of resources and access to quality child care and early education
- Identify and align resources county-wide; create and support opportunities for collective impact
- Support ongoing learning and professional development
- Support organizational development

These activities will align with First 5 San Bernardino’s strategic plan and contribute to a positive, measurable, and collective impact for children 0-5 and their families.

**COMMISSION LEVEL OUTCOMES**

<table>
<thead>
<tr>
<th>SPA 1:</th>
<th>Children and Families</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal: 1.2:</td>
<td>Early Learning</td>
</tr>
<tr>
<td>Objective: 1.2a</td>
<td>Families have access to quality early childhood care and education</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPA 2:</th>
<th>Systems and Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal 2.1:</td>
<td>Leadership as a Convener and Partner</td>
</tr>
<tr>
<td>Objective 2.1b:</td>
<td>Families, providers and stakeholders collaborate effectively to improve the well-being of the child</td>
</tr>
<tr>
<td>Objective 2.2.b:</td>
<td>Workforce is developed to effectively serve children and families</td>
</tr>
</tbody>
</table>

Outcomes: See attachment A of contract EC033

**ASSIGNED ANALYST:** Tania Offerrall

**CONTRACT AMOUNT**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>2018-2019</td>
<td>$1,801,817</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$1,801,817</td>
</tr>
<tr>
<td>2020-2021</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,603,634</strong></td>
</tr>
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</table>
THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

University Enterprises Corporation
Institute of Child Development & Family Relations
Address
5500 University Parkway
San Bernardino, CA. 92407
Phone
(909) 537-5918
Federal ID No.
95-6067343

WHEREAS, the Commission has been authorized by the State of California under Section 130100-130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:
I. DEFINITIONS

**Accessibility:** Ease of obtaining services, measured by addressing geographical, travel and other barriers.

**Adult-Adolescent Parent Inventory (AAPI):** An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

**Affordable Care Act (ACA):** Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

**Ages and Stages Questionnaire (ASQ-3):** A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

**Assessment:** Screening tool used to assess indicators included in the QRIS criteria used to measure the ECE program and assign a rating. Examples of categories of standards include licensing compliance, ratios, health and safety, curriculum, physical environment, teacher/director qualifications and professional development, family involvement, administration and management, diversity, inclusion, Early Learning Standards, child assessment, and accreditation.

**Asthma:** Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

**Basic Needs:** Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

**C4Yourself:** A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

**Capital Expenses:** Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

**Care Coordination:** A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family’s eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

**Caries:** A biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

**Carryover Clients:** A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

**Cost Effectiveness:** Achieving the desired goal with the minimum of expenditure.

**Child Care Licensing:** Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.
**Child Development Permit Matrix:** Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

**Demonstrated Outcomes:** Data supported evidence that indicators addressed through the program demonstrate marked improvement.

**Dental Home:** Ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

**Dental Screening:** A visual assessment of the child’s oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

**Dental Treatment:** Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child’s mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

**Desired Results Development Profile (DRDP):** An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

**Direct Costs:** Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

**Dosage:** The frequency and level of exposure to services offered to the participant.

**Evidence-Based:** Refers to the use of research and scientific studies as a base for determining best practices.

**Family Development Matrix (FDM):** Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

**Family Empowerment Plan:** A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client’s needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

**Full Time Equivalent (FTE):** A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

**Federally Qualified Health Center (FQHC):** Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization.
receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services.” In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

**Improve and Maximize Programs so All Children Thrive (IMPACT):** Is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5 and their families thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process. Supporting more settings to achieve high-quality standards helps ensure more of California's children enter school with the skills, knowledge, and dispositions necessary to be successful. This provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

**Indirect Costs:** Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

**Inland Empire Autism Assessment Center of Excellence (AACE):** AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

**Nurturing Parenting:** Family-centered initiative designed to build nurturing parenting skills as an alternative to abusive and neglectful parenting and child-rearing practices. The long-term goals are to prevent recidivism in families receiving social services, lower the rate of multi-parent teenage pregnancies, reduce the rate of juvenile delinquency and alcohol abuse, and stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

**Nurturing Parenting™:** Evidence/research based curriculum that is a family-centered and trauma-informed initiative designed parenting and child-rearing practices. The programs feature activities to foster positive parenting skills and self-nurturing, home practice exercises, family nurturing time, and activities to promote positive brain development in children birth to 18 years.

**Nurturing Skills Competency Scale (NSCS):** A comprehensive criterion referenced measure designed to gather demographic data of the family, as well as knowledge and utilization of Nurturing Parenting Practices. The data generated from the pre-post administration and NSCS allows parents and staff an opportunity to measure changes in family life, knowledge and utilization of Nurturing Parenting practices.

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Operational Lead:** In San Bernardino County, the QRIS is operated through a partnership of leading organizations. As the QRIS is being developed, this structure will continue to be refined to ensure that the system is effectively operating. The core components of the QRIS are operated by identified organizations known as “Operational Leads” to oversee and carry out their part of the project deliverables.

**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

**Overweight:** Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Parenting Education:** Programs that improve knowledge and increase positive parenting skills.

**Parent-Peer:** Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

**Participant:** A recipient of funded services in accordance with the target population, are children,
prenatal through age five and/or pregnant women.

**Participant Support:** Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

**Participant Transportation:** Budget line item category for costs involved with transporting participants to needed services and/or appointments.

**Perinatal Parent Education Program:** Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman’s support system. These programs address and affect not only healthy birth outcomes but improved child well-being and family stability outcomes as well.

**Performance Target:** The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

**Professional Services/Consultants:** Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

**Program Materials/Supplies:** Budget line item category for items directly related to service delivery such as course curriculum, children’s books, journals used by participants, child development toys, etc.

**Program Work Plan:** A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

**Quality Child Care:** Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children’s physical, emotional, social and intellectual development.

**Quality Rating Improvement System (QRIS):** A QRIS is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. QRIS award quality ratings to early and school-age care and education programs that meet a set of defined program standards.

**Rating:** Method for determining rating steps, i.e. star levels. The process documents that an ECE program has met the standards for a specific level and is assigned a rating. The number of levels included in the QRIS structure are designed with an easily understood symbol indicating ascending quality with stars. Participating early childhood programs develop program improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between rating visits.

**Relapse:** The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

**Relapse Prevention:** Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

**Request for Proposal (RFP):** The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

**Researched Based:** See evidence-based: Using research as the basis for determining best practices.

**Reasonable Rate of Success:** Total number of program participants expected to successfully complete the program meeting the outcome targets.

**Rural Health Clinic (RHC):** Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.
**Satisfaction Survey:** Survey designed to measure the participant’s overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

**Special Needs:** Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

**Staff Development/Training:** Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

**Staff Mileage/Travel:** Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

**Steering Committee:** Provides leadership, coordination and serves as the governing body for implementation of operational structure. Develop financing strategies for long term sustainability, systems building, capacity building, policy & advocacy.

**Strengthening Families™:** A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children’s optimal development.

**Subcontractor:** Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time in a fiscal year.

**Uninsured:** Individuals not covered by health insurance.

**Verification:** Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

**Women, Infants, and Children (WIC):** The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

**II. CONTRACTOR’S SERVICE RESPONSIBILITIES**

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget. Pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available by the Commission.

C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.

D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

F. Contractor’s Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission’s web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor’s Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor’s performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

III. CONTRACTOR’S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor’s employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has
been provided to the Commission, this Contract may be immediately terminated. If this Contract is
terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this
Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject
to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance
of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract
and demonstrate accountability for contract performance. Said records shall be kept and maintained
within the County of San Bernardino. County shall have the right upon reasonable notice and at
reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other
primary source documents. Fiscal records shall be kept in accordance with Generally Accepted
Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal
records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that
state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain
acceptable records per the preceding requirements shall be considered grounds for withholding of
payments for billings submitted and for termination of the Contract.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address.
Notification shall occur in advance of the address change. At a minimum, notification must occur within
five (5) days of the address change. Change of address shall not interrupt service deliverables outlined
in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any
positions that become vacant during the term of this Contract that may result in reduction of services
to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise
Commission of the steps being taken to provide the services without interruption and to fill the position
as expeditiously as possible. Vacancies and associated problems shall be reported to the
Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service
delivery, or the level of performance under this Contract, Contractor will notify the Commission within
one (1) working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the
alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the
Commission of these designees within fifteen (15) days after Contract approval. The primary contact
shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive
information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office
for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services
shall have an opportunity to express their views and complaints regarding the delivery of service.
Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors’ minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors’ minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;
- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract;
- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

O. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

P. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
Q. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission’s discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor’s particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

S. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active” as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

   The Commission agrees to indemnify, defend (with counsel reasonably approved by the Contractor) and hold harmless the Contractor and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Contractor on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Commission’s indemnification obligation applies to the Contractor’s “active” as well as “passive” negligence but does not apply to the Contractor’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

2. **Additional Insured** – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees...
or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

10. **Insurance Review** – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and
that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. **Workers’ Compensation/Employers’ Liability** – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

b. **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Premises operations, fixed assets and mobile equipment.
2) Products and completed operations.
3) Broad form property damage (including completed operations).
4) Explosion, collapse and underground hazards.
5) Personal injury
6) Contractual liability.
7) $2,000,000 general aggregate limit.

c. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropout” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
e. Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits
   or
   Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits
   or
   Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Attorney’s Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

X. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract’s effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.
Y. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

Z. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines.

AA. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

BB. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

- **Program Reports**
  
  Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission’s web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

  Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

- **Fiscal Reports**
  
  For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

  Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

  Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

- **Asset Report**
  
  Contractor shall report all assets worth $500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be
applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

CC. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

DD. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

EE. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

2) Have not within a three (3)-year period preceding this application 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 or destruction of records, making false statements, or receiving stolen property;

3) 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 (a) (2) of this certification; and

4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

FF. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.
IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.

B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.

C. Commission shall specify all reports and deliverables required from the Contractor.

D. Commission shall provide technical assistance as deemed necessary.

E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $1,053,781 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
<th>Period</th>
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</thead>
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<td>2018-19</td>
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<td>July 1, 2018 through June 30, 2019</td>
</tr>
<tr>
<td>2019-20</td>
<td>$527,810</td>
<td>July 1, 2019 through June 30, 2020</td>
</tr>
</tbody>
</table>

B. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary
or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

Contractor shall adhere to the County’s Travel Management Policy (8-02) when travel is pursuant to this contract and for which reimbursement is sought from the Commission. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

E. Supplanting of Funds
In accordance with the Commission’s Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes
Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes
A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

H. Budget Line Item Variance
Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to
the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the approved Budget.

I. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of $5000 or more, including tax, and was not included in Contractor’s approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor’s services or activities under the terms of the Contract.

Any item with a single unit cost of $500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

L. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period

Initial Here
of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission’s option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission’s representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor’s Report for the term of the Contract.

E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

C. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

A. This Contract is effective commencing July 1, 2018, and expires June 30, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2020 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

**Contractor:**  
University Enterprises Corporation  
Institute of Child Development & Family Relations  
5500 University Parkway  
San Bernardino, CA 92407

**Commission:**  
First 5 San Bernardino  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.

C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.

D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.

E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.

G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. NONDISCRIMINATION

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973,
as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

XI. IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission Administrative Office. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision “key employees” includes any individuals providing direct service to the Commission. “Key employees” do not include clerical personnel providing service at the Contractor’s offices or locations.

continued on next page
XI. CONCLUSION

A. This Contract, consisting of 24 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.

B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Authorized Signature
Maxwell Ohikhuare, M.D.
Printed Name
Commission Chair
Title
Dated

UNIVERSITY ENTERPRISES CORPORATION
Legal Entity

Authorized Signature
Diana Trujillo
Printed Name
Director, Sponsored Program Administration
Title
Dated

Reviewed for Processing
Cindy Faulkner
Operations Manager
Date

Approved as to Legal Form
Sophie Akins
Commission Counsel
Date

Presented to Commission for Signature
Karen E. Scott
Executive Director
Date
Program Description:
The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the assessment process. This includes the coordination and oversight of assessors through recruitment and selection, training, recertification and 6 month drift testing. The lead agency (ICDFR at CSUSB) will provide in-kind support including office space, phone and computer access for the project lead and graduate student assistants, a shared workstation for assessors and meeting space for the project team.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certify sufficient number of assessors to meet the assessment goal</td>
<td>Certify assessors in ERS and CLASS</td>
<td>Annual/Ongoing</td>
<td>Certificates in Vertical Change</td>
</tr>
<tr>
<td>Provide classroom assessments for the QSSB sites</td>
<td>Complete assessments (ERS and CLASS) per process map (page 6)</td>
<td>Ongoing</td>
<td>Vertical Change report</td>
</tr>
</tbody>
</table>

Outcome(s):
(1) 2018-2019: 93 assessments (both ERS and CLASS tools) of participating QSSB sites per year
(2) 2019-2020: 93 assessments (both ERS and CLASS tools) of participating QSSB sites per year
The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of Quality Improvement (QI). This will include conducting workforce development research utilizing site directors and members of the ECE workforce. Coordination of higher education groups from regional 2 and 4 year Universities, both public and private, to increase availability of and access to higher-education opportunities for educators and the community. The lead agency (ICDFR at CSUSB) will provide in-kind support including office space, computer access, phone and email for the project lead and graduate student assistants, and meeting space for the project team.

**Program Description:**
The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of QI. This will include conducting workforce development research utilizing site directors and members of the ECE workforce. Coordination of higher education groups from regional 2 and 4 year Universities, both public and private, to increase availability of and access to higher-education opportunities for educators and the community. The lead agency (ICDFR at CSUSB) will provide in-kind support including office space, computer access, phone and email for the project lead and graduate student assistants, and meeting space for the project team.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify obstacles and paths to higher education for Early childcare educators</td>
<td>Survey and interview data collection and analysis</td>
<td>Ongoing</td>
<td>Research Report</td>
</tr>
<tr>
<td>Support higher education institutions in using research information in meaningful ways</td>
<td>Conduct analysis and provide recommendations on Quality Improvement strategies for educational periodic interaction with higher education institutions to provide information and assist with development and implementation of strategies for access</td>
<td>Semi-annually to Quarterly</td>
<td>Provider sign in sheets, Agendas, Program materials</td>
</tr>
</tbody>
</table>

**Agency Name:** University Enterprises Corporation/Cal State University San Bernardino  **Contract #:** EC035  **Program Name:** Quality Start San Bernardino  **Fiscal Year:** 2018 – 2020  **Program Component:** Quality Improvement  **Service Area:** Countywide

**Objective(s):**

1. Workforce development research utilizing site directors and members of the ECE workforce
2. Coordination of higher education groups from regional 2 and 4 year Universities, both public and private, to increase availability of and access to higher-education opportunities for educators and the community

**Outcome(s):**

- Identify obstacles and paths to higher education for Early childcare educators
  - Survey and interview data collection and analysis
  - Ongoing
  - Research Report
- Support higher education institutions in using research information in meaningful ways
  - Conduct analysis and provide recommendations on Quality Improvement strategies for educational periodic interaction with higher education institutions to provide information and assist with development and implementation of strategies for access
  - Semi-annually to Quarterly
  - Provider sign in sheets, Agendas, Program materials

**Agency Rep Name:** __________________________________________  **Agency Signature:** _________________________________  **Date Signed:** ____________________________________________  **Program Cycle:** July 2018 – June 2020
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR:
#### 2018-2019

**ORGANIZATION:** University Enterprises Corporation at CSUSB  
**DIRECTOR:** University Signatory: Dororta Huizinga  
**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** Mark Agars  
**INITIATIVE:**  
**FINANCE OFFICER:** Diane Trujillo  
**PROGRAM YEAR:** 2018-2019  
**TOTAL BUDGET:** 525,971  
**RFP/CONTRACT #:** EC035

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<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
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</thead>
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<tr>
<td>1</td>
<td>SALARIES &amp; BENEFITS</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
<td>H</td>
<td>I</td>
<td>J</td>
</tr>
<tr>
<td></td>
<td>Name: Mark Agars</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Program PI. Oversight for assessment and higher education components of QSSB.</td>
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<tr>
<td></td>
<td>Position: Program Director</td>
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<td></td>
<td>FTE: 0.07</td>
<td>82.33</td>
<td>151</td>
<td>45%</td>
<td></td>
<td>12,432</td>
<td>5,594</td>
<td>18,026</td>
<td>248,307</td>
<td>7%</td>
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<td>SALARIES &amp; BENEFITS</td>
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<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
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<td>I</td>
<td>J</td>
</tr>
<tr>
<td></td>
<td>Name: Amanda Wilcox-Herzog</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>Faculty oversight of site assessment, assessors, and assessor training.</td>
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<tr>
<td></td>
<td>Position: Assessment Lead</td>
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<td>45%</td>
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<td>228,462</td>
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<td>C</td>
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<tr>
<td></td>
<td>Name: Amy Van Schagan</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>Faculty oversight of program to identify and develop higher education pathways for ECE educators.</td>
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<tr>
<td></td>
<td>Position: Higher Ed Lead</td>
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<td>FTE: 0.15</td>
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<td>45%</td>
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<td>15,441</td>
<td>6,949</td>
<td>22,390</td>
<td>154,208</td>
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<td>PAY RATE</td>
<td># OF HOURS</td>
<td>BENEFIT RATE</td>
<td>FSSB SALARY</td>
<td>FSSB BENEFITS</td>
<td>FSSB BUDGET</td>
<td>TOTAL SALARY</td>
<td>First 5 % of TOTAL SALARY</td>
<td>DESCRIPTION/ JUSTIFICATION</td>
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<td>Pool of assessors to conduct ECE site assessments using EECRS, ITERS, CLASS for up to 100 sites.</td>
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<tr>
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<td>Assessors</td>
<td>2.56</td>
<td>30.00</td>
<td>5334</td>
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<td>160,020</td>
<td>17,602</td>
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<td></td>
<td></td>
<td></td>
<td>Admin support for personnel on assessment and higher education projects.</td>
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<td>Graduate Student Assistants</td>
<td>2.00</td>
<td>16.00</td>
<td>4160</td>
<td>11%</td>
<td>66,560</td>
<td>7,322</td>
<td>73,882</td>
<td>36,941</td>
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<td>6</td>
<td>TBD</td>
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<tr>
<td></td>
<td>Administrative Support</td>
<td>0.20</td>
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<td>416</td>
<td>11%</td>
<td>12,002</td>
<td>1,320</td>
<td>13,322</td>
<td>66,609</td>
<td>20%</td>
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</tbody>
</table>

*ATTACHMENT B
FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2018-2019

ORGANIZATION: University Enterprises Corporation at CSUSB
DIRECTOR: University Signatory: Dororta Huizinga
PROGRAM TITLE: QRIS
PROGRAM DIRECTOR: Mark Agars
INITIATIVE: Finance Officer: Diane Trujillo
RFP/CONTRACT #: EC035

TOTAL BUDGET: 525,971
<table>
<thead>
<tr>
<th>#</th>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
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<td>$289,331</td>
<td>$49,081</td>
<td>$338,412</td>
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</table>
# First 5 San Bernardino Program Budget

**Fiscal Year:** 2018-2019

## Organization:
University Enterprises Corporation

## Director:
University Signatory: Dororta Huizinga

## Program Director:
Mark Agars

## Finance Officer:
Diane Trujillo

## Program Year:
2018-2019

## Total Budget:
$525,971

## RFP/Contract #:
EC035

### II. Services & Supplies

<table>
<thead>
<tr>
<th>Expense</th>
<th>% of Allocation</th>
<th>Total FSSB Budget ($)</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Office Supplies</td>
<td>1%</td>
<td>$4,000</td>
<td>Expendable office supplies</td>
</tr>
<tr>
<td>2 Assessor Training</td>
<td>9%</td>
<td>$45,000</td>
<td>Either consultant or in-house training, recertification, and drift testing for site assessors.</td>
</tr>
<tr>
<td>3 Research Participant Incentives</td>
<td>3%</td>
<td>$15,000</td>
<td>Research stipends for educators and site directors participating in higher education research.</td>
</tr>
<tr>
<td>4 Higher Ed Grant Writing services</td>
<td>4%</td>
<td>$20,000</td>
<td>Grants for higher-education faculty to develop new paths to accessible higher education for early childhood educators.</td>
</tr>
<tr>
<td>5 Higher Ed Development meetings</td>
<td>0%</td>
<td>$1,500</td>
<td>Materials, and space costs for program development workshops with higher education representatives from the community.</td>
</tr>
<tr>
<td>6</td>
<td>0%</td>
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</tr>
<tr>
<td>ORGANIZATION:</td>
<td>University Enterprises Corporation</td>
<td></td>
<td></td>
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<tr>
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<td></td>
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</tr>
<tr>
<td>PROGRAM TITLE:</td>
<td>QRIS</td>
<td></td>
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<tr>
<td>INITIATIVE:</td>
<td>0</td>
<td></td>
<td></td>
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<tr>
<td>DIRECTOR:</td>
<td>University Signatory: Dororta Huizinga</td>
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<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Mark Agars</td>
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<td></td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Diane Trujillo</td>
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</tr>
<tr>
<td>FISCAL YEAR:</td>
<td>2018-2019</td>
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<tr>
<td>PROGRAM YEAR:</td>
<td>2018-2019</td>
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<tr>
<td>TOTAL BUDGET:</td>
<td>$25,971</td>
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<td>EC035</td>
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</table>

<table>
<thead>
<tr>
<th>Service &amp; Supplies</th>
<th>%</th>
</tr>
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<tbody>
<tr>
<td>7</td>
<td>0%</td>
</tr>
<tr>
<td>8</td>
<td>0%</td>
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<tr>
<td>9</td>
<td>0%</td>
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<tr>
<td>10</td>
<td>0%</td>
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<td>11</td>
<td>0%</td>
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<tr>
<td>12</td>
<td>0%</td>
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<td>13</td>
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<tr>
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<td>0%</td>
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</tbody>
</table>
**FIRST 5 SAN BERNARDINO**

**PROGRAM BUDGET**

**FISCAL YEAR:** 2018-2019

**ORGANIZATION:** University Enterprises Corporation

**DIRECTOR:** University Signatory: Dororta Huizinga

**PROGRAM DIRECTOR:** Mark Agars

**FINANCE OFFICER:** Diane Trujillo

**PROGRAM TITLE:** QRIS

**INITIATIVE:** 0

**TOTAL BUDGET:** $525,971

**RFP/CONTRACT #:** EC035

<table>
<thead>
<tr>
<th>Event(s):</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
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</thead>
<tbody>
<tr>
<td>1. Food for workshops</td>
<td>3500</td>
<td>Food for participants in the program development workshops with higher education representatives from the community.</td>
</tr>
<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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</tr>
<tr>
<td><strong>Total Food</strong></td>
<td><strong>$ 3,500</strong></td>
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</tbody>
</table>
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**FISCAL YEAR:** 2018-2019

**ORGANIZATION:** University Enterprises Corporation  
**DIRECTOR:** University Signatory: Dororta Huizinga  
**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** Mark Agars  
**FINANCE OFFICER:** Diane Trujillo  
**INITIATIVE:** 0  
**TOTAL BUDGET:** $525,971  
**RFP/CONTRACT #:** EC035

## IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination</th>
<th>Purpose</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
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</thead>
<tbody>
<tr>
<td>School sites</td>
<td>Assessment site visits</td>
<td>13,080</td>
<td>24,000 miles (240/site x 100 sites) x $.545 per mile</td>
</tr>
<tr>
<td>Total Travel</td>
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<td>13,080</td>
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## V. SUBCONTRACTORS

<table>
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<th>Organization Name</th>
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<tr>
<td>5</td>
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<table>
<thead>
<tr>
<th>Total Subcontractors</th>
<th>Total Indirect Costs</th>
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<tbody>
<tr>
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<td>85,478</td>
</tr>
</tbody>
</table>

## VI. INDIRECT COSTS

| Percent: | 20%                  |
| Basis:   | 427391               |
| Total Indirect Costs | 85,478               |

### TOTAL FIRST 5 BUDGET

$ 525,971
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET
## FISCAL YEAR: 2019-2020

<table>
<thead>
<tr>
<th>LINE</th>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>FSSB SALARY</th>
<th>FSSB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/JUSTIFICATION</th>
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<tbody>
<tr>
<td>1</td>
<td>SALARIES &amp; BENEFITS</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
<td>H</td>
<td>I</td>
<td>J</td>
</tr>
<tr>
<td></td>
<td>Name: Mark Agars</td>
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<td></td>
<td>0.07</td>
<td>84.39</td>
<td>151</td>
<td>45%</td>
<td>12,743</td>
<td>5,734</td>
<td>18,477</td>
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<tr>
<td></td>
<td>Position: Program Director</td>
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<td></td>
<td>Program PI. Oversight for assessment and higher education components of QSSB.</td>
</tr>
<tr>
<td>2</td>
<td>Assessment Lead</td>
<td>0.15</td>
<td>77.64</td>
<td>302</td>
<td>45%</td>
<td>23,447</td>
<td>10,551</td>
<td>33,999</td>
<td>234,162</td>
<td>15%</td>
<td>Faculty oversight of site assessment, assessors, and assessor training.</td>
</tr>
<tr>
<td>3</td>
<td>Higher Ed Lead</td>
<td>0.15</td>
<td>52.41</td>
<td>302</td>
<td>45%</td>
<td>15,828</td>
<td>7,123</td>
<td>22,950</td>
<td>158,069</td>
<td>15%</td>
<td>Faculty oversight of program to identify and develop higher education pathways for ECE educators.</td>
</tr>
</tbody>
</table>
### FIRST 5 SAN BERNARDINO PROGRAM BUDGET
#### FISCAL YEAR: 2019-2020

**ORGANIZATION:** University Enterprises Corporation at CSUSB  
**DIRECTOR:** University Signatory: Dororta Huizinga  
**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** Mark Agars  
**INITIATIVE:**  
**FINANCE OFFICER:** Diane Trujillo  
**TOTAL BUDGET:** 527,810  
**RFP/CONTRACT #:** EC035

#### Line Item:

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<th>#</th>
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<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
</table>
| 4  | TBD  | Assessors  | 2.56 | 30.00 | 5334 | 11% | 160,020 | 17,602 | 177,622 | 69,264 | 256% | Pool of assessors to conduct ECE site assessments using EECRS, ITERS, CLASS for up to 100 sites.
| 5  | TBD  | Graduate Student Assistants  | 2.00 | 16.00 | 4160 | 11% | 66,560 | 7,322 | 73,882 | 36,941 | 200% | Assignments, scheduling, training, and materials. Day-to-day coordination of higher education project activities including research, project planning and communication with sites and higher-ed partners. Support for assessment and higher-ed programs. |
| 6  | TBD  | Administrative Support  | 0.20 | 28.85 | 416 | 11% | 12,002 | 1,320 | 13,322 | 66,609 | 20% | Admin support for personnel on assessment and higher education projects. |
| 7  | TBD  | 0.00 | - | - | - | - | - | - | - | - | #DIV/0! |

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**ATTACHMENT B**
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<th>BUDGET CATEGORY</th>
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**FIRST 5 SAN BERNARDINO**
**PROGRAM BUDGET**
**FISCAL YEAR:** 2019-2020

**ORGANIZATION:** University Enterprises Corporation at CSUSB
**DIRECTOR:** University Signatory: Dorota Huizinga
**PROGRAM TITLE:** QRIS
**PROGRAM DIRECTOR:** Mark Agars
**FINANCE OFFICER:** Diane Trujillo

**PROGRAM YEAR:** 2019-2020
**TOTAL BUDGET:** 527,810

**RFP/CONTRACT #:** EC035
### FIRST 5 SAN BERNARDINO
#### PROGRAM BUDGET
**FISCAL YEAR:** 2019-2020

**ORGANIZATION:** University Enterprises Corporation at CSUSB  
**DIRECTOR:** University Signatory: Dororta Huizinga  
**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** Mark Agars  
**FINANCE OFFICER:** Diane Trujillo  
**INITIATIVE:**  
**TOTAL BUDGET:** 527,810  
**RFP/CONTRACT #:** EC035

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<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
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<th>TOTAL SALARY</th>
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University Signatory: Dororta Huizinga  
University Enterprises Corporation at CSUSB  
QRIS
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2019-2020

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>University Enterprises Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECTOR:</td>
<td>University Signatory: Dororta Huizinga</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Mark Agars</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Diane Trujillo</td>
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<tr>
<td>INITIATIVE:</td>
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<td>PROGRAM TITLE:</td>
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<td>PROGRAM YEAR:</td>
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<td>TOTAL BUDGET:</td>
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<tr>
<td>RFP/CONTRACT #:</td>
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### II. SERVICES & SUPPLIES

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<tr>
<td>1 Office Supplies</td>
<td>1%</td>
<td>$4,000</td>
<td>Expendable office supplies</td>
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<td>2 Assessor Training</td>
<td>9%</td>
<td>$45,000</td>
<td>Either consultant or in-house training, recertification, and drift testing for site assessors.</td>
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<tr>
<td>3 Research Participant Incentives</td>
<td>3%</td>
<td>$15,000</td>
<td>Research stipends for educators and site directors participating in higher education research.</td>
</tr>
<tr>
<td>4 Higher Ed Grant Writing services</td>
<td>4%</td>
<td>$20,000</td>
<td>Grants for higher-education faculty to develop new paths to accessible higher education for early childhood educators.</td>
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<tr>
<td>5 Higher Ed Development meetings</td>
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<td>$1,500</td>
<td>Materials, and space costs for program development workshops with higher education representatives from the community.</td>
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<td></td>
<td>0%</td>
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<tr>
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<td>SERVICES &amp; SUPPLIES</td>
<td>PERCENT</td>
<td>SERVICES &amp; SUPPLIES</td>
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### FIRST 5 SAN BERNARDINO

**PROGRAM BUDGET**

**FISCAL YEAR:** 2019-2020

**ORGANIZATION:** University Enterprises Corporation at CSUSB

**PROGRAM TITLE:** QRIS

**INITIATIVE:** 0

**DIRECTOR:** University Signatory: Dororta Huizinga

**PROGRAM DIRECTOR:** Mark Agars

**FINANCE OFFICER:** Diane Trujillo

**TOTAL BUDGET:** $527,810

**RFP/CONTRACT #:** EC035

## III. FOOD

<table>
<thead>
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<th>Event(s):</th>
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<tr>
<td>Food for workshops</td>
<td>$3,500</td>
<td>Food for participants in the program development workshops with higher education representatives from the community.</td>
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</table>

**Total Food:** $3,500

**Total Services & Supplies:** $85,500
## FIRST 5 SAN BERNARDINO PROGRAM BUDGET

### Fiscal Year: 2019-2020

<table>
<thead>
<tr>
<th>Organization</th>
<th>University Enterprises Corporation</th>
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<tbody>
<tr>
<td>Program Title</td>
<td>QRIS</td>
</tr>
<tr>
<td>Director</td>
<td>Dororta Huizinga</td>
</tr>
<tr>
<td>Program Director</td>
<td>Mark Agars</td>
</tr>
<tr>
<td>Finance Officer</td>
<td>Diane Trujillo</td>
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<tr>
<td>Program Year</td>
<td>2019-2020</td>
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<tr>
<td>Total Budget</td>
<td>$527,810</td>
</tr>
<tr>
<td>RFP/Contract #</td>
<td>EC035</td>
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### IV. Travel

<table>
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<tr>
<th>Destination</th>
<th>Purpose</th>
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<tr>
<td>School sites</td>
<td>Assessment site visits</td>
<td>$13,080</td>
<td>24,000 miles (240/site x 100 sites) x $0.545 per mile</td>
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### V. Subcontractors

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<tr>
<td>Total Subcontractors</td>
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### VI. Indirect Costs

- **Percent:** 20%
- **Basis:** $427,391
- **Total Indirect Costs:** $85,478

### Total First 5 Budget

$527,810
## Program Outline Document 2018-2019

### AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Legal Entity</th>
<th>University Enterprises Corporation</th>
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<tr>
<td>Dept./Division</td>
<td>Institute of Child Development &amp; Family Relations</td>
</tr>
<tr>
<td>Project Name</td>
<td>Quality Rating Improvement System-QRIS</td>
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<tr>
<td>Address</td>
<td>5500 University Parkway San Bernardino, CA 92407</td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://uec.csusb.edu/">http://uec.csusb.edu/</a></td>
</tr>
<tr>
<td>Phone #</td>
<td>909-537-5918</td>
</tr>
<tr>
<td>Fax #</td>
<td>909-537-7036</td>
</tr>
<tr>
<td>Client Referral Phone #</td>
<td>909-537-3679</td>
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### CONTACT INFORMATION

#### SIGNING AUTHORITY

<table>
<thead>
<tr>
<th>Name</th>
<th>John Griffin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>5500 University Parkway San Bernardino, CA 92407</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:john.griffin@csusb.edu">john.griffin@csusb.edu</a></td>
</tr>
<tr>
<td>Title</td>
<td>UEC Executive Director</td>
</tr>
<tr>
<td>Direct Phone #</td>
<td>909-537-3549</td>
</tr>
<tr>
<td>Fax #</td>
<td>909-537-7028</td>
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#### CONTRACT REPRESENTATIVE

<table>
<thead>
<tr>
<th>Name</th>
<th>Diane Trujillo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>5500 University Parkway San Bernardino, CA 92407</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:dianet@csusb.edu">dianet@csusb.edu</a></td>
</tr>
<tr>
<td>Title</td>
<td>Director, Sponsored Programs Administration</td>
</tr>
<tr>
<td>Direct Phone #</td>
<td>909-537-3664</td>
</tr>
<tr>
<td>Fax #</td>
<td>909-537-7028</td>
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#### PROGRAM CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Mark Agars</th>
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<tbody>
<tr>
<td>Address</td>
<td>5500 University Parkway San Bernardino, CA 92407</td>
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<tr>
<td>E-Mail</td>
<td><a href="mailto:magars@csusb.edu">magars@csusb.edu</a></td>
</tr>
<tr>
<td>Title</td>
<td>Professor &amp; Director, Institute of Child Development &amp; Family Relations</td>
</tr>
<tr>
<td>Direct Phone #</td>
<td>909-537-3679</td>
</tr>
<tr>
<td>Fax #</td>
<td>909-537-7028</td>
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</table>
First 5 San Bernardino
Strategy: Education

FISCAL CONTACT

Name:  Diane Trujillo  Title:  Director, Sponsored Programs
Address:  5500 University Parkway  Direct Phone #:  909-537-3664
San Bernardino, CA 92407  Fax #:  909-537-7028
E-Mail:  dianet@csusb.edu

ADDITIONAL CONTACT (Describe):  Choose an item.
Name:  
Address:  
E-Mail:  

PROGRESS INFORMATION

TYPE OF AGENCY

☐ Educational Institution  Describe:  County/State Educational Institution
☐ Government Agency  Describe:  Choose an item.
☐ Private Entity/Institution  Describe:  Choose an item.
☐ Community-Based  Describe:  Choose an item.

FIRST 5 FOCUS AREA

☐ Health
☐ Education
☐ Family
☐ Systems

STRATEGY

☐ Health  ☐ Early Screening and Intervention  ☐ Health & Safety Education
☐ Health Care Access  ☐ Other:
☐ Oral Health
☐ Early Education Programs  ☐ Quality Provider Programs
☐ Access to Quality Child Care  ☐ Other:
☐ Parent Education  ☐ Other:
☐ Resource Center & Case Management
☐ Integrated Systems Planning & Implementation
☐ Community Outreach
☐ Countywide Information
☐ Referral Systems
☐ Organizational Capacity Building

ECO35 CSUSB QRIS POD FY18-19  4/20/2017
PROGRAM DESCRIPTION
CSUSB Operational Lead for Assessment:

The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the assessors. This includes the coordination and oversight of assessors through recruitment and selection, training and recertification, and fulfillment of the assessment process.

CSUSB Operational Lead for Higher-Education component of QI:

The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of QI. This will include conducting a needs assessment of agencies and a resource assessment of available educational opportunities. This will also include the coordination of higher education groups from regional 2 and 4 year Universities, both public and private, including the awarding and supervising of stipends to higher-ed partners to identify and develop paths to increase availability of and access to higher-ed opportunities for educators in the community.

COMMISSION LEVEL OUTCOMES

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<th>SPA 1:</th>
<th>Children and Families</th>
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<td>Goal 1.2:</td>
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<td>Objective 1.2a:</td>
<td>Families have access to quality early childhood care and education</td>
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<table>
<thead>
<tr>
<th>SPA 2:</th>
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<tr>
<td>Goal 2.1:</td>
<td>Leadership as a Convener and Partner</td>
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<tr>
<td>Objective 2.1b:</td>
<td>Families, providers and stakeholders collaborate effectively to improve the well-being of the child</td>
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<tr>
<td>Objective 2.2.b:</td>
<td>Workforce is developed to effectively serve children and families</td>
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Expectation(s): See attachment A of contract EC035

Outcome(s): See attachment A of contract EC035

ASSIGNED ANALYST: Tania Offerrall

CONTRACT AMOUNT

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<td>2020-2021</td>
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EC035 CSUSB QRIS POD FY18-19  4/20/2017
AGENDA ITEM 4
JULY 11, 2018

Subject
Approve Cooperative Agreement No. SA-19-02 with First 5 Riverside for shared fiscal responsibility to fund the “Help Me Grow” (HMG) planning contract with Loma Linda University Children’s Hospital (LLUCH) and for shared cost of the expenses associated with consultant services.
(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

Recommendations
A. Approve Cooperative Agreement No. SA-19-02 with First 5 Riverside and authorize the receipt of up to $199,617 in reimbursement from First 5 Riverside to share in the expenses of continued planning services identified in the Loma Linda University Children’s Hospital (HMG) contract.
B. Authorize the receipt of up to $150,000 in reimbursement from First 5 Riverside to share in the expenses associated with consultant services.
C. Authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds.
(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

Financial Impact
In receipt of $349,617 for Fiscal Year 2018-2019.

Background Information
“Help Me Grow” (HMG) is not a direct service program, but rather a systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage. HMG promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level. The model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families.

The purpose of this agreement is to continue First 5 San Bernardino’s and First 5 Riverside’s support of the HMG Inland Empire (IE) planning process to develop a regional system. LLUCH has established core roles and responsibilities and continued the efforts to launch HMG IE. In keeping with the fidelity of the HMG National Model building upon the structural requirements, the goal now is to work with an identified Consultant to recruit key stakeholders that equally represent San Bernardino and Riverside counties to build a Help Me Grow Advisory Council, develop and govern the operational framework for the model of care.

The Advisory Council from Riverside and San Bernardino counties will develop these operational activities and will allow LLUCH and community stakeholders to strategically launch implementation activities:

- LLUCH will work with the identified Consultant to formalize a strategic plan with key stakeholders and champions in Riverside and San Bernardino counties as a part of the implementation process of HMG IE.
- LLUCH will work with the identified Consultant to develop an in depth financial model that includes a cost allocation and sustainability plan.
- LLUCH work with the identified Consultant to identify and use existing resources in Riverside and San Bernardino to support strategies for operations and implementation of the model.
First 5 San Bernardino staff will retain a Consultant to provide the oversight and technical assistance to Loma Linda University Children’s Hospital and to develop key planning groups, operationalize the strategic framework, measure and report outcomes, identify any gaps in services to children 0-5, and identify financial strategies to sustain the HMG IE system.

Pending Commission approval, continued planning with LLUCH and the identified Consultant will go into effect to address the transition between planning and implementation and strategies to launch the HMG Initiative. This effort is a continued shared fiscal responsibility with First 5 Riverside.

This agreement supports SPA 2 of First 5 San Bernardino’s Strategic Plan specifically, and Objective Activities for 2.1a, 2.1b:

SPA 2: Goal 2.1 Leadership as a Catalyst, Convener, and Partner:
Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

**Objective 2.1.a**
Systems and services effectively support and engage children, families and communities. Identify and strategically align resources countywide.

**Objective 2.1.b**
Families, providers and stakeholders collaborate effectively to improve the well-being of the child. Develop, create, and support or coordinate opportunities for collective impact.

Report on Action as taken

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<td>Opposed:</td>
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<tr>
<td>Abstained:</td>
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<tr>
<td>Comments:</td>
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<tr>
<td>Witnessed:</td>
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Sophie Akins, Commission Counsel
COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into this day July 1, 2018 (“Effective Date”) in the State of California by and between the Children and Families Commission of San Bernardino County, hereinafter called First 5 San Bernardino, and

First 5 Riverside

585 Technology Court
Riverside CA., 92507

Tammi Graham
Contractor Representative
956000930
tgraham@rcfc.org

Phone Number
Title
Phone Number

IT IS HEREBY AGREED AS FOLLOWS:

I. BACKGROUND

“Help Me Grow” (HMG) is not a direct service program, but rather a systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage. HMG promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level. The model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families.

In September 2017, First 5 San Bernardino (F5SB) contracted with Loma Linda Children’s Hospital (LLUCH) to lead the initial core planning activities for the Help Me Grow initiative. Over the past nine months, LLUCH has met their initial planning goals with an expected “ramp up” of additional planning activities which include a preliminary recruitment of stakeholders from Riverside and San Bernardino counties to develop a governance for the operation of HMG Inland Empire (HMG-IE) and formalize operational policies and procedures. This is a structural requirement that meets the fidelity of the HMG National model.

The request for this contract is to work with an identified Consultant to address the activities for the development of a formal strategic plan, a financial model for sustainability, and additional policies and procedures that would govern the operation of the system. These additional planning activities will be developed by the governing stakeholders from Riverside and San Bernardino counties. This contract will allow LLUCH and community stakeholders to strategically develop implementation as follows:

- LLUCH will work with the identified Consultant to formalize a strategic plan with key stakeholders and champions in Riverside and San Bernardino county as a part of the implementation process of HMG-IE.

- LLUCH will work with the identified Consultant to develop an in depth financial model that includes a cost allocation and sustainability plan.
• LLUCH work with the identified Consultant to identify and use existing resources and systems in Riverside and San Bernardino to support strategies for operations and implementation of the model.

II. PURPOSE

The purpose of this agreement is to continue First 5 San Bernardino’s and First 5 Riverside’s support of the HMG-IE regional system, with LLUCH. In keeping with the fidelity of the HMG National Model building upon the structural requirements, the goal is to work with an identified Consultant to develop a comprehensive HMG-IE governance and operational structure; develop a formal and operational strategic plan; develop an implementation plan inclusive of all HMG system components; and convene system leaders and HMG finance experts to begin developing a sustainable finance model.

First 5 San Bernardino will retain a Consultant to work with LLUCH along with F5SB and F5R, to provide guidance and consultation regarding the activities for the development of a formal strategic plan with key stakeholders and champions; a financial model that includes a cost allocation and sustainability plan; and additional policies and procedures that would govern the operation of the system, operating as a regional system. The Consultant will guide LLUCH, the Advisory Councils, and work groups to operationalize activities and to strategically prepare an implementation plan, utilizing existing resources, to position the region for launch of HMG-IE.

III. FIRST 5 SAN BERNARDINO RESPONSIBILITIES

First 5 San Bernardino shall:

A. Provide First 5 San Bernardino’s share of fifty percent (50%) in an amount of $199,617 of the agreed upon costs to enter into a contract with Loma Linda University Children’s Hospital in the total amount not to exceed $399,235 for HMG-IE Systems Design project to develop a regional HMG system for fiscal year 2018-2019.

B. Provide First 5 San Bernardino’s share of fifty percent (50%) in an amount of $150,000 of the agreed upon cost to enter into a contract with an identified Consultant in the total amount of $300,000 for fiscal year 2018-2019 to plan, develop, and operationalize the Advisory Council, Strategic Plan, and Implementation Plan.

IV. FIRST 5 RIVERSIDE RESPONSIBILITIES

First 5 Riverside shall:

A. Reimburse First 5 San Bernardino in an amount not to exceed $199,617 representing First 5 Riverside’s fifty percent (50%) shared costs of the expenses associated with the Loma Linda University Children’s Hospital contract for the HMG-IE planning extension project.

B. Reimburse First 5 San Bernardino in an amount not to exceed $150,000 representing First 5 Riverside’s fifty percent (50%) shared costs of the expenses associated with the Consultant contract for the HMG-IE planning extension project.
V. FISCAL PROVISIONS

A. The maximum amount of funds under this Agreement shall not exceed $349,617 for F5R’s fifty percent (50%) shared costs of both agreements with LLUCH and the agreed upon Consultant.

B. Upon obtaining authorized signatures for this Agreement, First 5 San Bernardino will enter into a contract with Loma Linda University Children’s Hospital for a contract term of July 1, 2018, through June 30, 2019 for an extended planning contract to continue development of a regional HMG system in the total amount of $399,235.

C. Upon obtaining authorized signatures for this Agreement, First 5 San Bernardino will enter into a contract with an identified and agreed upon Consultant for a contract term of July 1, 2018, through June 30, 2019 to provide technical support for an extended planning contract to continue development of a regional HMG system in the total amount of $300,000.

D. Prior to the end of this Agreement Term, pursuant to Section IV (A) above, First 5 San Bernardino will invoice First 5 Riverside for fifty percent (50%) of the shared costs of both agreements (not to exceed $349,617 total expended under both contracts).

E. Upon receipt of First 5 San Bernardino’s invoice pursuant to Section V (B), First 5 Riverside will reimburse First 5 San Bernardino for a total amount not to exceed $349,617 within thirty (30) days of the receipt of the invoice. First 5 Riverside’s obligation to reimburse First 5 San Bernardino under this Section V shall survive the expiration of this Agreement pursuant to Section VI.

VI. TERM

The term of this Agreement shall commence on the Effective Date July 1, 2018 and shall terminate on June 30, 2019.

VII. GENERAL PROVISIONS

A. Notices

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

Commission: First 5 San Bernardino 735 E. Carnegie Drive, Suite 150 San Bernardino, CA 92408

First 5 Riverside: First 5 Riverside 585 Technology Court Riverside, CA. 92507
B. The Parties agree that any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to this Agreement as an amendment.

VIII. DISPUTE RESOLUTION

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

IX. AGREEMENT:

A. This Agreement, consisting of four pages, is the full and complete document describing the roles and responsibilities of the Parties, including all covenants, conditions, and benefits.

B. The signatures of the Parties affixed to this Agreement affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
AGENDA ITEM 5
JULY 11, 2018

Subject
Approve Contract SI029 with Loma Linda University Children’s Hospital (LLUCH) for a continued planning contract in the amount of $399,235 for Fiscal Year 2018-2019.
(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

Recommendations
Approve Planning Contract SI029 for Fiscal Year 2018-2019 in the amount of $399,235 for Fiscal Year 2018-2019 with Loma Linda University Medical Center Children’s Hospital in a continued effort to launch the “Help Me Grow” Initiative with shared financial responsibility with First 5 Riverside.
(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

Financial Impact
$399,235 effective July 2018 through June 2019.

Background
“Help Me Grow” (HMG) is not a direct service program, but rather a systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage. HMG promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level. The model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families.

In September 2017, F5SB presented a six-month planning contract with Loma Linda Children’s Hospital to lead the initial core planning activities for our Help Me Grow initiative. Over the past nine months, LLUCH has met their initial planning goals with an expected “ramp up” of additional planning activities. These additional activities include the recruitment of stakeholders from Riverside and San Bernardino county to develop a governance for the operation of HMG Inland Empire (IE) and formalize operational policies and procedures. This is a structural requirement that meets the fidelity of the HMG national model.

In keeping with the fidelity of the HMG national model, the goal is to work with an identified consultant to recruit key stakeholders to build a Help Me Grow advisory council, develop and govern the operational framework for the model of care.

The Advisory Council from Riverside and San Bernardino county will develop these operational activities and will allow LLUCH and community stakeholders to strategically launch implementation activities as follows:

- LLUCH will work with the identified consultant to formalize a strategic plan with key stakeholders and champions in Riverside and San Bernardino county as a part of the implementation process of HMG IE.

- LLUCH will work with the identified consultant to develop an in depth financial model that includes a cost allocation and sustainability plan.

- LLUCH work with the identified consultant to identify and use existing resources in Riverside and San Bernardino to support strategies for operations and implementation of the model.

Pending Commission approval, continued planning with LLUCH and the identified consultant will go into effect to address the transition between planning and
implementation and strategies to launch the HMG initiative. This effort is a continued shared fiscal responsibility with First 5 Riverside.

This contract supports SPA 2 of First 5 San Bernardino’s Strategic Plan specifically, and Objective Activities for 2.1a, 2.1b:

SPA 2: Goal 2.1 Leadership as a Catalyst, Convener, and Partner:
Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

Objective 2.1.a
Systems and services effectively support and engage children, families and communities. Identify and strategically align resources countywide.

Objective 2.1.b
Families, providers and stakeholders collaborate effectively to improve the well-being of the child. Develop, create, and support or coordinate opportunities for collective impact.

Review

Sophie Akins, Commission Counsel

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THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)
Loma Linda University Children’s Hospital
Department/Division
Perinatal Institute
Address
11234 Anderson Street
Loma Linda, CA 92354
Phone
909-558-3264
Federal ID No.
33-0565591

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:
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I. DEFINITIONS

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

Adult-Adolescent Parent Inventory (AAPI): An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

Affordable Care Act (ACA): Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

Ages and Stages Questionnaire (ASQ-3): A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family's eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Caries: A biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

Carryover Clients: A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Common Indicators: Common Indicators are a shared set of metrics among affiliates that are heavily influenced by local variations in HMG systems and inform local continuous quality improvement and system enhancements.
**Connected:** Child or family is receiving a service.

**Demonstrated Outcomes:** Data supported evidence that indicators addressed through the program demonstrate marked improvement.

**Dental Home:** Ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

**Dental Screening:** A visual assessment of the child’s oral health, done without instrumentation or the use of X-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

**Dental Treatment:** Includes a thorough dental examination with the use of X-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child’s mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

**Desired Results Development Profile (DRDP):** An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

**Direct Costs:** Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

**Dosage:** The frequency and level of exposure to services offered to the participant.

**Evidence-Based:** Refers to the use of research and scientific studies as a base for determining best practices.

**Family Development Matrix (FDM):** Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

**Family Empowerment Plan:** A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client’s needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

**Full Time Equivalent (FTE):** A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

**Federally Qualified Health Center (FQHC):** Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC
requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

**Help Me Grow (HMG):** Help Me Grow is a system of coordination used nationally to connect children to the early screening and community services. The system builds collaboration across sectors, including child health care, early care and education, and family support. Through comprehensive physician and community outreach and centralized information and referral centers, where families are linked with needed programs and services.

**Help Me Grow Evaluation Advisory Board (EAG):** Shared measurement platform reflects diverse organizations tackling complex issues, targeting slightly different groups and employing different strategies and activities agreed on a set of common and impact indicators that are shared and adequately reflect the important nuances of this work.

**HMG Indicators:** Enable HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

**Impact Indicators:** Impact Indicators are a shared set of metrics among affiliates that conversely tell the same story regardless of local context and, in the aggregate, inform the national narrative of HMG.

**Indirect Costs:** Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

**Inland Empire Autism Assessment Center of Excellence (AACE):** AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

**Not Connected:** Child or family is not receiving a service.

**Nurturing Parenting Initiative:** Family-centered initiative designed to build nurturing parenting skills as an alternative to abusive and neglectful parenting and child-rearing practices. The long-term goals are to prevent recidivism in families receiving social services, lower the rate of multi-parent teenage pregnancies, reduce the rate of juvenile delinquency and alcohol abuse, and stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

**Nurturing Parenting™:** Evidence/research based curriculum that is a family-centered and trauma-informed initiative designed parenting and child-rearing practices. The programs feature activities to foster positive parenting skills and self-nurturing, home practice exercises, family nurturing time, and activities to promote positive brain development in children birth to 18 years.

**Nurturing Skills Competency Scale (NSCS):** A comprehensive criterion referenced measure designed to gather demographic data of the family, as well as knowledge and utilization of Nurturing Parenting Practices. The data generated from the pre-post administration and NSCS allows parents and staff an opportunity to measure changes in family life, knowledge and utilization of Nurturing Parenting practices.

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

**Overweight:** Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Parenting Education:** Programs that improve knowledge and increase positive parenting skills.
Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

Participant: A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Pending Service: Child or family is enrolled, registered, signed-up, waitlisted or plans to attend a service but it has not yet started. *This is intended for the families who prefer no further follow-up care coordination to determine is connected and receiving a service. If parent is open to an additional call, conduct a follow-up call after the start date to determine if connected rather than closing with pending service outcome.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman’s support system. These programs address and affect not only healthy birth outcomes but improved child well-being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children’s books, journals used by participants, child development toys, etc.

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

Quality Child Care: Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children’s physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

Researched Based: See evidence-based: Using research as the basis for determining best practices.

Reasonable Rate of Success: Total number of program participants expected to successfully complete the program meeting the outcome targets.

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.
Satisfaction Survey: Survey designed to measure the participant’s overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children’s optimal development.

Subcontractor: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: Individuals not covered by health insurance.

Verification: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR’S SERVICE RESPONSIBILITIES

A. Contractor shall provide all Help Me Grow (HMG) Planning objectives and goals identified in this Contract, including Attachment A, pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract.

B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available by the Commission.

C. Contractor shall coordinate with appropriate agencies to enhance a service delivery model for a regional HMG model and to maximize usage of California Children and Families Trust Fund monies available.

D. Contractor shall deliver performance goals as specified in the Contract and Attachment A and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.

E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

F. Contractor’s Attachment A, other project objectives and goals, and specific data collection information requested by the Commission will be placed in the Commission’s web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the
Contractor’s Attachment A and the data collection system, the information in the system will take precedence and the data will be used to evaluate Contractor’s performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to Attachment A, and/or other project specific data collection information requested by the Commission, fully captures the intent of the project for the term identified in Section VIII.

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees participating under this Contract shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject
to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino until the expiration of five (5) years from the Contract end date. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within thirty (30) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within five (5) working days, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission if there is any change in either the primary or alternate contact.

Primary Contact: Jill Howie, Executive Service Line Director

Alternate Contact: Maribel Munoz, Project Manager

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within thirty (30) days and at reasonable hours of business.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.
M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party.

N. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor performing under this Contract to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services. As used herein, confidential information shall include any Protected Health Information as defined under the HIPAA Rule but shall otherwise exclude information that is otherwise publicly available, is legally disclosed to the Contractor by a third party, is already known to the Contractor at the time of disclosure, is developed by the Contractor without reference to the confidential information, or is ordered to be disclosed by a legal or regulatory entity with jurisdiction;

- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract, except that Contractor may publicly disclose results based upon the scholarly study of the confidential information provided no such disclosure is made of the actual confidential information or any Protected Health Information;

- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,

- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

O. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;

- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

P. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

Q. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission’s discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor’s particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

S. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. **Indemnification** – The Contractor agrees to defend and hold harmless the Commission, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability resulting from any negligent act or omission of Contractor, its officers, employees, agents or volunteers while performing its duties under this agreement/contract, including any costs or expenses incurred by Commission, except as prohibited by law.

   The Commission agrees to indemnify and hold harmless the Contractor, its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property resulting from any negligent act or omission of the Commission, its officers, employees, agents or volunteers in connection with this agreement/contract.

   In the event that the Commission and/or Contractor are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the Commission and/or Contractor shall indemnify the other to the extent of its comparative fault.

2. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

3. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

4. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

5. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage
at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Commission has the right to view a copy of the Declaration page for all applicable policies and has a right to review the policies and endorsements upon reasonable request at Contractor's location.

6. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

7. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

9. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

10. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

The insurance requirements/specifications can be met with an authorized/approved program of self-insurance. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all
persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

b. **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Personal injury
2) Contractual liability
3) $2,000,000 general aggregate limit.

c. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. **Professional Liability** – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

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**T. Licenses and Permits**

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Attorney’s Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

X. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract’s effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

Y. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material, provided that disclosure of such matters by the Commission shall properly acknowledge contributions made by Contractor, and any scholarly disclosure of such matters by the Commission shall be made in accordance with standard academic tradition so as to include opportunities for joint review and authorship by Contractor if appropriate.

Z. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines.

AA. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

BB. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.
Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

Contractor will submit Progress Reports monthly describing the progress on actual achievement of the Help Me Grow Planning objective and goals as detailed in (Attachment A) and other data collection information as requested by the Commission. Progress Reports will include narrative information on lessons learned, course corrections and success stories for month. Contractor is required by the Commission to complete and submit monthly Progress Reports electronically via the Commission’s web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Progress Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

- Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

- Asset Report

Contractor shall report all assets worth $500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

CC. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

DD. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).
EE. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

2) Have not within a three (3)-year period preceding this application 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 or destruction of records, making false statements, or receiving stolen property;

3) 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 (a) (2) of this certification; and

4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

GG. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to Attachment A and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.

B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.

C. Commission shall specify all reports and deliverables required from the Contractor.

D. Commission shall provide technical assistance as deemed necessary.

E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

Primary Contact: Ronnie Thomas, Staff Analyst II

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $399,235 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:
B. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

Contractor shall adhere to the County’s Travel Management Policy (8-02) when travel is pursuant to this contract and for which reimbursement is sought from the Commission. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.
E. Supplanting of Funds

In accordance with the Commission’s Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the approved Budget.

I. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of $5000 or more, including tax, and was not included in Contractor’s approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor’s services or activities under the terms of the Contract.

Any item with a single unit cost of $500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.
Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

L. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Independent Audit Provisions

On an annual basis, Contractor will provide the Commission with a copy of their annual Audit Report for the term of the Contract.
E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

C. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

A. This Contract is effective commencing July 1, 2018, and expires June 30, 2019 but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2019 is contingent on the achievement of the Help Me Grow Planning objectives and goals as detailed in Attachment A and other data collection information as requested by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.
IX. GENERAL PROVISIONS

A. Notices

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

**Contractor:**
Loma Linda University Children’s Hospital
Attn: Research Affairs Financial Management
24887 Taylor Street, Suite 202
Loma Linda, CA 92354

**Commission:**
First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.

C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.

D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.

E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.

G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys’ fees and costs regardless of who prevails in the outcome of the dispute.

X. NONDISCRIMINATION

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.
Contractor shall not engage in any unlawful discriminatory practices the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

X. IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to
the supervisor or manager charged with supervision of the employee or to the Commission Administrative Office. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision “key employees” includes any individuals providing direct service to the Commission. “Key employees” do not include clerical personnel providing service at the Contractor’s offices or locations.
XI. CONCLUSION

A. This Contract, consisting of 24 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.

B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

[Signature]
Maxwell Ohikhuare, M.D.
Commission Chair

Official Stamp

Dated

LOMA LINDA UNIVERSITY CHILDREN’S HOSPITAL

Legal Entity

[Signature]
Scott Perryman
Administrator

Read and acknowledged by:
______________________
Jill Howie, BSN, MSN

Reviewed for Processing

[Signature]
Cindy Faulkner
Operations Manager

Approved as to Legal Form

[Signature]
Sophie Akins
Commission Counsel

Presented to Commission for Signature

[Signature]
Karen E. Scott
Executive Director

Date

Date

Date
**SPA 2:** Systems and Network  
**Goal 2.1:** Leadership as a convener and partner  
**Objective 2.1b:** Families, providers and stakeholders collaborate effectively to improve the well-being of the child.

---

**Agency Name:** Loma Linda University Children’s Hospital  
**Contract #:** SI029  
**Fiscal Year:** 2018 – 2019  
**Program Name:** Help Me Grow  
**Program Component:** Strategic and Implementation Planning & System Design  
**Service Area:** Inland Empire (Riverside/San Bernardino)

### Expectation(s):
Loma Linda University Children’s Hospital will collaborate with identified consultant on the development of a strategic plan and implementation plan for a successful and thoughtful launch of a comprehensive Help Me Grow system consistent with the Help Me Grow national model and components and building on local assets and resources.

### Outcome(s):
- Formal and operational strategic plan.
- Formal and operational implementation plan.
- Formal and operational finance plan and long-term sustainability plan.
- Operational and governance structure.
- A partnership structure and draft agreement for working with community partners.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
</table>
| Lead the development of comprehensive Help Me Grow-Inland Empire (HMG-IE) Governance and Operational structure | • Work in partnership with identified consultant to develop governance and operational structure with clearly defined roles and responsibilities.  
• Develop goals, objectives, and refine membership for Advisory Committee and other governance structures or partners | As advised by consultant | • Governance structure with roles and responsibilities  
• Operational structure with roles and responsibilities  
• Partnership agreements and MOUs as appropriate  
• Written goals and objectives  
• Meeting rosters and minutes |
| Lead the development of a formal, operational strategic plan | • Participate, collaborate and contribute to all planning processes for the development of a strategic plan for the HMGIE  
• Convene advisory governance  
• Serve on core planning group with identified consultant, First 5 Riverside and First 5 San Bernardino representatives  
• Coordinate meetings  
• Conduct research, data collection and analysis | As advised by consultant | • Meeting rosters and minutes  
• Strategic plan document |
**SPA 2:** Systems and Network  
**Goal 2.1:** Leadership as a convener and partner  
**Objective 2.1b:** Families, providers and stakeholders collaborate effectively to improve the well-being of the child.

<table>
<thead>
<tr>
<th>Action</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead the development of an implementation/work plan for all of the system components of HMG</td>
<td></td>
</tr>
<tr>
<td>Manage relationship and work efforts of and as advised by consultant</td>
<td></td>
</tr>
<tr>
<td>Develop activities with measurable milestones and outcomes for each component, working with core component workgroups</td>
<td></td>
</tr>
<tr>
<td>Identify and analyze existing infrastructures in Riverside and San Bernardino County to support a potential integration of a HMG system into existing platforms as identified in the Core Components</td>
<td></td>
</tr>
<tr>
<td>As advised by consultant</td>
<td></td>
</tr>
<tr>
<td>Written implementation plan</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convene system leaders to begin development of a plan to finance HMG IE and lead development of a long-term sustainability plan</td>
<td></td>
</tr>
<tr>
<td>Develop activities with measurable milestones and outcomes for each component</td>
<td></td>
</tr>
<tr>
<td>As advised by consultant</td>
<td></td>
</tr>
<tr>
<td>Written finance plan and long-term sustainability plan</td>
<td></td>
</tr>
</tbody>
</table>

**Program Description:**
The development of the HMG-IE system is funded jointly by First 5 San Bernardino and First 5 Riverside. Loma Linda University Children’s Hospital (LLUCH), with the support of identified consulting firm, will participate in all aspects of the development of a comprehensive, operational strategic plan for the Help Me Grow system in San Bernardino and Riverside Counties. This system will be consistent with the fidelity of the Help Me Grow national model while still meeting local needs. The strategic plan will provide a thoughtful and realistic roadmap on how to approach building this system and will feed the development of an implementation plan to strategize the launch and growth of the system over time. LLUCH will be responsible for agreed upon tasks that are produced by the planning process which will be facilitated by an identified consultant, including input and guidance form the newly developed governance structure which will be assembled and convened.

**Agency Rep Name:**  __________________________________________  
**Agency Signature:**  _________________________________________  
**Reporting Period:** Monthly  
**Due:** On the 15th  
**Program Cycle:** July 2018 – June 2020  

| Date Signed: |  __________________________________________________________ |

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**FIRST 5 SAN BERNARDINO**  
**PROGRAM BUDGET**  
**FISCAL YEAR:** 2018-2019

**ORGANIZATION:** LLU Children's Hospital  
**DIRECTOR:** Jill Howie  
**PROGRAM TITLE:** Help Me Grow Inland Empire  
**PROGRAM DIRECTOR:** Maribel Munoz  
**FINANCE OFFICER:** Joe Perry  
**RFP/CONTRACT #:** SI029

**TOTAL BUDGET:** 399,235

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>FSSB SALARY</th>
<th>FSSB BENEFITS</th>
<th>FSSB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>In Kind</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. SALARIES &amp; BENEFITS</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>1.00</td>
<td>45.64</td>
<td>2080</td>
<td>35%</td>
<td>94,931</td>
<td>33,226</td>
<td>128,157</td>
<td>128,157</td>
<td>100%</td>
<td></td>
<td>Manages the full project of the Help Me Grow and overseeing all aspects of the project that include: administration, implementation, request justification, ROI documentation, RFP, selection and contracting. Ensures that all projects are delivered on-time and within scope. Responsible for budget, personnel, project and financial audits, reports as required by HMG and First 5 San Bernardino/Riverside. Builds plans, leads committee meetings, sets deadlines, monitors and summarizes progress of projects. Develops presentation material as requested. Attends meetings as requested by leadership. Manage the relationship with community based organizations and all stakeholders throughout the Inland Empire. The hours reflected are for a full time equivalent position</td>
</tr>
<tr>
<td>Executive Service Line Director</td>
<td>0.10</td>
<td>91.53</td>
<td>208</td>
<td>35%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>257,016</td>
<td>$ 25,702</td>
</tr>
</tbody>
</table>

**2018-2019**

**Maribel Munoz**

**Joe Perry**
## First 5 San Bernardino Program Budget 2018-2019

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
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<tr>
<td><strong>SALARIES &amp; BENEFITS</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Physician (Provider Outreach)</td>
<td>0.20</td>
<td>163.00</td>
<td>416</td>
<td>35%</td>
<td>67,808</td>
<td>23,733</td>
<td>91,541</td>
<td>457,704</td>
<td>20%</td>
<td>The physician serves as the contact and key interface for outreach between new providers that are throughout the San Bernardino County and Riverside County that will be enlisted to screen, use the centralized telephone access point and review data information. The physician will be aware of current services providers in both counties with regards to physicians, physician assistants and nurse practitioners. This physician has worked with major insurance providers that provide support services in the county with regards to social determinants, behavioral capacity services, and developmental support services. This position will help guide the team with the algorithmic processes that are used in local CA/other state HMG entities and National HMG. The physician role is help the team early identify inventory gaps in services in targeted geographic low resource areas of both counties in addition to understanding the success in high services areas of the community. In cooperation with the physician lead, we will use a team of physicians to conduct health provider outreach activities. F5 budget $91,540.80.</td>
</tr>
<tr>
<td>4</td>
<td>Administrative Secretary</td>
<td>1.00</td>
<td>17.58</td>
<td>2080</td>
<td>35%</td>
<td>36,566</td>
<td>12,798</td>
<td>49,365</td>
<td>49,365</td>
<td>100%</td>
<td>Responsibilities include but are not limited to providing departmental clerical support to project manager, provider outreach, community outreach staff and telephone access staff, maintaining calendars, records, minutes, correspondence, filing and faxing. Performs other duties as needed. Please note this is for 2 full time administrative secretary positions. 1 FTE 2080 hour from July 1, 2018-June 30, 2019.</td>
</tr>
<tr>
<td>5</td>
<td>Senior Analyst</td>
<td>0.10</td>
<td>37.06</td>
<td>208</td>
<td>35%</td>
<td>7,708</td>
<td>2,698</td>
<td>10,406</td>
<td>104,064</td>
<td>10%</td>
<td>Responsible for assisting in the implementation/go live process and various HMG functions in collaboration with the steering committee. Provides administrative support in the development and execution of projects within HMG. Assist in using analytical and geo mapping tools to identify areas of high risk and need.</td>
</tr>
</tbody>
</table>
## Budget Table

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>FSSB SALARY</th>
<th>FSSB BENEFITS</th>
<th>FSSB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>In Kind</th>
<th>DESCRIPTION / JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIES &amp; BENEFITS</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
<td>H</td>
<td>I</td>
<td>J</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Spatial Analyst</td>
<td>0.20</td>
<td>33.00</td>
<td>416</td>
<td>35%</td>
<td>13,728</td>
<td>4,805</td>
<td>18,533</td>
<td>92,664</td>
<td>20%</td>
<td>$220,742</td>
</tr>
</tbody>
</table>

The Spatial Data Analyst provides skilled support for the development of a geospatial database that will help identify needs with specific geographies. Spatial data analyst will support Help Me Grow in identifying key area of need and opportunity, for both outreach and marketing purposes. Geographic Information Systems (GIS) Spatial Analyst Tasks is to develop spatial data from maps, documents, and other data sources, perform quality control testing and evaluations for all data, analyze data and develop spatial data models and maps and manage and maintain data sets. Total F5 Budget: $18,533
<table>
<thead>
<tr>
<th>Expense</th>
<th>% of Allocation</th>
<th>TOTAL F5SB BUDGET ($)</th>
<th>In Kind</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVERTISEMENT</td>
<td>6%</td>
<td>$23,000</td>
<td></td>
<td>Promotional activities to include décor, advertisement of the advisory board meetings, direct mail postcards, desing email deployment, and promotion items such as billboard, facebook campaign, coming soon flyer, pens, tablecloth and any applicable marketing item. Durables will be purchased through LLU- Marketing department. This budget is for 1 year.</td>
</tr>
<tr>
<td>2  PRINTING</td>
<td>1%</td>
<td>$3,848</td>
<td></td>
<td>Vereco multifunction copy machine that includes monthly lease/usage (approx $200/mo). Printing materials such as envelopes, brochures, flyers, business cards as well as other materials related to the HMGIE project will be done through Digital production/ LLU printing services or Staples printing services.</td>
</tr>
<tr>
<td>POSTAGE</td>
<td>0%</td>
<td>$100</td>
<td></td>
<td>Mailing any necessary materials to community partner agencies.</td>
</tr>
<tr>
<td>OFFICE SUPPLIES</td>
<td>1%</td>
<td>$2,000</td>
<td></td>
<td>Office supplies that include: desk supplies, filing supplies, stationary/mailing supplies, binding supplies, paper product supplies, and computer supplies (ex. USB drives) any applicable office item, etc.</td>
</tr>
<tr>
<td>OFFICE EQUIPMENT</td>
<td>0%</td>
<td>$1,194</td>
<td></td>
<td>Monthly Telecommunication services approximately $17/phone ($204). Conference phone $809.75; monthly charge $15 ($180).</td>
</tr>
<tr>
<td>RENT/LEASE BUILDING</td>
<td>3%</td>
<td>$11,445</td>
<td>$34,334</td>
<td>This cost includes office office space for work areas. $3814.92 office monthly lease. $34,334.28 are donated resource from LLU Children's Hospital</td>
</tr>
</tbody>
</table>
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
**FISCAL YEAR:** 2018-2019

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>LLU Children's Hospital</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>Help Me Grow Inland Empire</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>0</td>
</tr>
<tr>
<td>DIRECTOR:</td>
<td>Jill Howie</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Maribel Munoz</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Joe Perry</td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>2018-2019</td>
</tr>
<tr>
<td>TOTAL BUDGET:</td>
<td>399,235</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>SI029</td>
</tr>
</tbody>
</table>

### III. FOOD

<table>
<thead>
<tr>
<th>Event(s):</th>
<th>TOTAL F5SB BUDGET</th>
<th>In Kind</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meetings and Presentations</td>
<td>$5,100</td>
<td>$5,100</td>
<td>$712 monthly common area maintenance for 12 months. $6408 are donated resource from through LLU Children's Hospital.</td>
</tr>
</tbody>
</table>

Total Food = $5,100

### IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
<th>TOTAL F5SB BUDGET</th>
<th>In Kind</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>State meetings and trainings and outreach community meetings</td>
<td></td>
<td>$15,000</td>
<td>$15,000</td>
<td>HMG staff will travel throughout the Inland Empire for outreach community meetings, advisory meetings; trainings/conferences; state meetings and meetings with county partners as needed in support of the project. This amount covers airfare, lodging, meals, car rental and meal expenses for five LLUCH steering committee employees and HMG employees. This amount covers for any HMG national conferences. Mileage reimbursement will be made per IRS guidelines. Mileage estimate: HMG leadership team member listed on the budget.</td>
</tr>
</tbody>
</table>

Total Travel = $15,000

### V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Destination:</td>
</tr>
<tr>
<td>-----------------------------</td>
</tr>
<tr>
<td>State meetings and trainings and outreach community meetings</td>
</tr>
<tr>
<td>Total Travel</td>
</tr>
</tbody>
</table>
FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2018-2019

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>LLU Children’s Hospital</th>
<th>DIRECTOR:</th>
<th>Jill Howie</th>
<th>PROGRAM YEAR:</th>
<th>2018-2019</th>
<th>TOTAL BUDGET:</th>
<th>399,235</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>Help Me Grow Inland Empire</td>
<td>PROGRAM DIRECTOR:</td>
<td>Maribel Munoz</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>0</td>
<td>FINANCE OFFICER:</td>
<td>Joe Perry</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**RFP/CONTRACT #:** SI029

<table>
<thead>
<tr>
<th>VI. INDIRECT COSTS</th>
<th>TOTAL F5SB BUDGET</th>
<th>In Kind</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Subcontractors</td>
<td>- -</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Basis: 10%</th>
<th>36,294</th>
<th>-</th>
<th>Indirect cost include services from departments including: Hospital Administration, Human Resource, Payroll, Environmental Services, Finance, Computer Information Services. Mail Services, Employee Health Services, Staff Development, General Counsel, Security Department, Compliance operations and Insurance. LLUCH finance department has approved the Indirect Allocation Plan at 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Indirect Costs</td>
<td>36,294</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL FIRST 5 BUDGET & TOTAL IN KIND**

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
<th>In Kind</th>
<th>Description/Justification:</th>
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</thead>
<tbody>
<tr>
<td>$ 399,235</td>
<td>$ 69,792</td>
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</table>
First 5 San Bernardino
Strategy: Leadership as a Catalyst, Convener, and Partner

Program Outline Document 2018-2019

<table>
<thead>
<tr>
<th>AGENCY INFORMATION</th>
<th>Contract #: SI029</th>
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<tbody>
<tr>
<td>Legal Entity:</td>
<td>Loma Linda University Children’s Hospital</td>
</tr>
<tr>
<td>Dept./Division:</td>
<td>Perinatal Institute</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Help Me Grow Inland Empire</td>
</tr>
</tbody>
</table>
| Address:           | 11234 Anderson Street, Suite CH 1816  
                      Loma Linda, CA 92354 |
| Website:           | www.lomalindababies.org |
| Program Site Address: | 11215 Mountain View Avenue, Suite 179  
                           Loma Linda, California 92354 |
| Phone #:           | 909-558-8796 |
| Fax #:             | 909-558-0223 |

<table>
<thead>
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<th>CONTACT INFORMATION</th>
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<tbody>
<tr>
<td>CONTRACT REPRESENTATIVE/SIGNING AUTHORITY</td>
</tr>
<tr>
<td>Name: Scott Perryman</td>
</tr>
</tbody>
</table>
| Address: 11234 Anderson Street, Suite CH 1816  
           Loma Linda, CA 92354 |
| E-Mail: sperryman@llu.edu |
| Title: Administrator  |
| Direct Phone #: 909-558-4747 |
| Fax #: 909-558-7809 |

<table>
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<tr>
<th>PROGRAM CONTACT</th>
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<tbody>
<tr>
<td>Name: Jill Howie</td>
</tr>
</tbody>
</table>
| Address: 11234 Anderson Street, Suite CH 1816  
           Loma Linda, CA 92354 |
| E-Mail: JHildesheimhowie@llu.edu |
| Title: Executive Service Line Director  |
| Direct Phone #: 909-558-7496 |
| Fax #: 909-558-0223 |

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<th>FISCAL CONTACT</th>
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<tbody>
<tr>
<td>Name: Aleta Savage</td>
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| Address: 24887 Taylor Street, Suite 202  
           Loma Linda, CA 92354 |
| E-Mail: rafm@llu.edu |
| Title: Director, RAFM  |
| Direct Phone #: 909-558-4589 |
| Fax #: 909-558-0199 |
First 5 San Bernardino
Strategy: Leadership as a Catalyst, Convener, and Partner

ADDITIONAL CONTACT (Describe): Fiscal
Name: Maribel Muñoz
Address: 11215 Mountain View Avenue, Suite 179
Loma Linda, CA 92354
E-Mail: mamunoz@llu.edu
Title: Project Manager
Direct Phone #: 909-558-3264
Fax #: 909-558-3935

PROGRAM INFORMATION

TYPE OF AGENCY
☐ Educational Institution
Describe: Choose an item.
☐ Government Agency
Describe: Choose an item.
☒ Private Entity/Institution
Describe: Non Profit
☐ Community-Based
Describe: Choose an item.

FIRST 5 FOCUS AREA

☐ Health ☒ Early Screening and Intervention
☐ Health Care Access
☐ Oral Health
☐ Health & Safety Education
Other:

☐ Education ☒ Early Education Programs
☐ Access to Quality Child Care
☐ Quality Provider Programs
Other:

☐ Family
☐ Parent Education
☐ Resource Center & Case Management
☐ Other:

☒ Systems ☒ Integrated Systems Planning & Implementation
☐ Countywide Information
☐ Referral Systems
☐ Organizational Capacity Building
☐ Community Outreach
Other:

PROGRAM DESCRIPTION
Loma Linda University Children’s Hospital (LLUCH), with the support of consulting firm Viva Strategy and Communications, will participate in all aspects of the development of a comprehensive, operational strategic plan for the launch of a fully functional Help Me Grow system in San Bernardino and Riverside Counties. This system will be consistent with the fidelity of the Help Me Grow national model while still meeting local needs. The strategic plan will provide a thoughtful and realistic roadmap on how to approach building this system and will feed the development of an implementation plan to strategize the launch and growth of the system over time. LLUCH will be responsible for all tasks that are produced by the planning process which will be facilitated by Viva and include input and guidance of an advisory governance which will be designed in collaboration with First 5 San Bernardino and First 5 Riverside, during the planning process and managed long-term by LLUCH.

SERVICE AREA (LOCATIONS)
Regional-Inland Empire
San Bernardino
Riverside
COMMISSION LEVEL OUTCOMES

SPA 2: Systems and Networking
Goal 2.1: Leadership as a Catalyst, Convener, and Partner

Objective 2.1.a:
Systems and services effectively support and engage children, families and communities.

Objective 2.1.b:
Families, Providers, and Stakeholders collaborate effectively to improve the well-being of the child.

Expectations(s):
This is an extended planning contract in order to launch the Help Me Grow model. The HMG model builds collaboration across sectors and links families with needed program and services through 4 core components:

1. Child Health Provider Outreach
2. Family & Community Outreach
3. Centralized Access Point
4. Data Collection & Analysis

In keeping the fidelity to the HMG system gaps in services and programs and barriers to the system will easily be identified for continuous quality improvements.

Outcome(s): See Attachment A for outcome activities.

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

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AGENDA ITEM 6
JULY 11, 2018

Subject
Consultant Services with VIVA Strategy + Communications

Recommendations
Approve Contract IC034 with VIVA Strategy + Communications (VIVA) in the amount of $300,000 for strategic consultation services to support planning and implementation activities of the regional Help Me Grow Initiative with shared financial responsibility with First 5 Riverside for Fiscal Year 2018-2019.

(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

Financial Impact
$300,000 effective July 2018 through June 2019 ($150,000 cost to both First 5 San Bernardino (F5SB) and First Riverside through cooperative agreement.)

Background Information
“Help Me Grow” (HMG) is not a direct service program, but rather a systems approach to a comprehensive integrated process for ensuring developmental screenings, early identification, and appropriate referral and linkage. The model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families.

In September 2017, the F5SB Commission contracted with Loma Linda University Children’s Hospital (LLUCH) to lead the initial core planning activities for the regional Help Me Grow initiative. Over the past nine months, LLUCH has met their initial planning goals with an expected “ramp up” of additional planning activities. These additional activities include the recruitment of stakeholders equally representing Riverside and San Bernardino counties, to develop governance for the operation of HMG-IE, and to formalize operational policies and procedures. This is a structural requirement that meets the fidelity of the HMG National model.

F5SB seeks the Commission’s approval of a selected procurement with VIVA Strategy + Communications (VIVA). VIVA specializes in large-scale collective impact projects that improve the lives of children, families, and communities. VIVA has the breadth of work and experience and is engaged to this extent in the area of design and implementation.

Currently, both First 5 Commissions (Riverside and San Bernardino) have a relationship with VIVA through multi-year system consultation projects, including VIVA leading comprehensive strategic planning projects for the development of Quality Rating Improvement Systems (QRISs), consultation on the development of operational and governance structures, systems building, cost modeling and communications consultation.

VIVA is well positioned to design and facilitate a one-year planning process for FY 2018-19 for the regional, cross-county HMG system, concentrating on the work that LLUCH has completed to date, and continuing to create and develop comprehensive system linkages with other early childhood systems. VIVA will work cooperatively with and provide assistance to LLUCH, F5SB and First 5 Riverside (F5R) in the work that will result in an integrated strategic and implementation plan to guide the launch of HMG-IE.

VIVA has in-depth knowledge and experience working with developmental screening efforts across the state. VIVA recently facilitated California’s Statewide Screening Collaborative and developed a comprehensive landscape analysis, a health care provider website; and, convened key leaders to identify action steps for advancing state-level work to increase screening and early intervention for young children.
On behalf of F5SB, VIVA also recently conducted a national scan, of Help Me Grow affiliated communities that are integrating their HMG system with QRIS systems around the ASQ screening tool. This national landscape analysis included in-depth interviews with several counties across the state, as well as representatives from the First 5 Association and the California Developmental Screening Network. This work resulted in both a comprehensive ASQ Landscape Analysis report, as well as a report on Recommendations for Increasing Connections Between San Bernardino County’s QRIS and Help Me Grow Systems. This work has laid the groundwork for further development of Help Me Grow Inland Empire (HMG-IE), as a system closely aligned and connected to other systems that support the development of young children and early identification and intervention.

Pending Commission approval, continued planning with LLUCH along with VIVA, will go into effect to address the transition between planning and implementation and strategies to launch the HMG Initiative. This effort is a continued shared fiscal responsibility with First 5 Riverside.

This contract supports SPA 2 of First 5 San Bernardino’s Strategic Plan specifically, and Objective Activities for 2.1a, 2.1b:

SPA 2: Goal 2.1 Leadership as a Catalyst, Convener, and Partner:
Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

Objective 2.1.a
Systems and services effectively support and engage children, families and communities. Identify and strategically align resources countywide.

Objective 2.1.b
Families, providers and stakeholders collaborate effectively to improve the well-being of the child. Develop, create, and support or coordinate opportunities for collective impact.

Review
Sophie Akins, Commission Counsel

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<th>Report on Action as taken</th>
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<tr>
<td>Action:</td>
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THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

VIVA Strategy and Communications, LLC

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:
I. DEFINITIONS

**Accessibility:** Ease of obtaining services, measured by addressing geographical, travel and other barriers.

**Adult-Adolescent Parent Inventory (AAPI):** An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

**Affordable Care Act (ACA):** Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

**Ages and Stages Questionnaire (ASQ-3):** A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

**Asthma:** Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

**Basic Needs:** Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

**C4Yourself:** A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

**Capital Expenses:** Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

**Care Coordination:** A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family’s eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

**Caries:** A biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

**Carryover Clients:** A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

**Cost Effectiveness:** Achieving the desired goal with the minimum of expenditure.

**Child Care Licensing:** Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

**Child Development Permit Matrix:** Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

**Common Indicators:** Common Indicators are a shared set of metrics among affiliates that are heavily influenced by local variations in HMG systems and inform local continuous quality improvement and system enhancements.
**Connected:** Child or family is receiving a service.

**Demonstrated Outcomes:** Data supported evidence that indicators addressed through the program demonstrate marked improvement.

**Dental Home:** Ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

**Dental Screening:** A visual assessment of the child’s oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

**Dental Treatment:** Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child’s mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

**Desired Results Development Profile (DRDP):** An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

**Direct Costs:** Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

**Dosage:** The frequency and level of exposure to services offered to the participant.

**Evidence-Based:** Refers to the use of research and scientific studies as a base for determining best practices.

**Family Development Matrix (FDM):** Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

**Family Empowerment Plan:** A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client’s needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

**Full Time Equivalent (FTE):** A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

**Federally Qualified Health Center (FQHC):** Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC
requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

**Help Me Grow (HMG):** Help Me Grow is a system of coordination used nationally to connect children to the early screening and community services. The system builds collaboration across sectors, including child health care, early care and education, and family support. Through comprehensive physician and community outreach and centralized information and referral centers, where families are linked with needed programs and services.

**Help Me Grow Evaluation Advisory Board (EAG):** Shared measurement platform reflects diverse organizations tackling complex issues, targeting slightly different groups and employing different strategies and activities agreed on a set of common and impact indicators that are shared and adequately reflect the important nuances of this work.

**HMG Indicators:** Enable HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

**Impact Indicators:** Impact Indicators are a shared set of metrics among affiliates that conversely tell the same story regardless of local context and, in the aggregate, inform the national narrative of HMG.

**Indirect Costs:** Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

**Inland Empire Autism Assessment Center of Excellence (AACE):** AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

**Not Connected:** Child or family is not receiving a service.

**Nurturing Parenting:** Family-centered initiative designed to build nurturing parenting skills as an alternative to abusive and neglectful parenting and child-rearing practices. The long-term goals are to prevent recidivism in families receiving social services, lower the rate of multi-parent teenage pregnancies, reduce the rate of juvenile delinquency and alcohol abuse, and stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

**Nurturing Parenting™:** Evidence/research based curriculum that is a family-centered and trauma-informed initiative designed parenting and child-rearing practices. The programs feature activities to foster positive parenting skills and self-nurturing, home practice exercises, family nurturing time, and activities to promote positive brain development in children birth to 18 years.

**Nurturing Skills Competency Scale (NSCS):** A comprehensive criterion referenced measure designed to gather demographic data of the family, as well as knowledge and utilization of Nurturing Parenting Practices. The data generated from the pre-post administration and NSCS allows parents and staff an opportunity to measure changes in family life, knowledge and utilization of Nurturing Parenting practices.

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

**Overweight:** Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Parenting Education:** Programs that improve knowledge and increase positive parenting skills.
Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

Participant: A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Pending Service: Child or family is enrolled, registered, signed-up, waitlisted or plans to attend a service but it has not yet started. *This is intended for the families who prefer no further follow-up care coordination to determine is connected and receiving a service. If parent is open to an additional call, conduct a follow-up call after the start date to determine if connected rather than closing with pending service outcome.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman’s support system. These programs address and affect not only healthy birth outcomes but improved child well-being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children’s books, journals used by participants, child development toys, etc.

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

Quality Child Care: Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children’s physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

Researched Based: See evidence-based: Using research as the basis for determining best practices.

Reasonable Rate of Success: Total number of program participants expected to successfully complete the program meeting the outcome targets.

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.
**Satisfaction Survey**: Survey designed to measure the participant’s overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

**Special Needs**: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

**Staff Development/Training**: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

**Staff Mileage/Travel**: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

**Strengthening Families™**: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children’s optimal development.

**Subcontractor**: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

**Unduplicated Clients**: Clients who are counted as receiving service for the first time in a fiscal year.

**Uninsured**: Individuals not covered by health insurance.

**Verification**: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

**Women, Infants, and Children (WIC)**: The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

**II. CONTRACTOR’S SERVICE RESPONSIBILITIES**

A. Contractor shall deliver services for the Help Me Grow Inland Empire consultation services as detailed in the Project Scope of Work and Budget (Attachment A).

B. Contractor shall provide adequate staff for the satisfactory and timely completion of project deliverables. The Commission reserves the right to approve the assignment or re-assignment of all key staff roles as identified in Attachment A. Lead staff are identified as Nicole Tanner (Managing Partner) and other key staff as identified in Attachment A. Contractor will notify the Commission of any changes of staff assigned to the project.

C. Contractor shall coordinate with any consultant, technical advisor, committee or appropriate agencies designated by the Commission to support the Help Me Grow Inland Empire project in the planning, implementation and communications process.

D. Contractor agrees to attend and participate in all meetings relative to the Help Me Grow Inland Empire project as requested.

E. Contractor shall immediately notify the Commission of any reason, problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract and provide specification of any change required.
III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Performance

Contractor will provide all services and perform all activities identified in Attachment A of this Contract and will administer the project in a manner acceptable to the Commission.

It is understood that the Contractor has the skills, experience and knowledge necessary to perform the work agreed to be performed under this Contract, and that the Commission relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent and safe manner. Acceptance by the Commission of the work to be performed under this Contract does not operate as a release of said Contractor from the responsibility for the work performed.

It is further understood and agreed that the Contractor is apprised of the scope of work to be performed under this Contract and the Contractor agrees that said work can and shall be performed in a fully competent and safe manner.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor’s employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.
G. Recordkeeping
Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

H. Change of Address
Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification
Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

J. Contractor Primary Contact
The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness
Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy
Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Confidentiality
Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:
All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;

No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract;

Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,

Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

N. Meeting Attendance
Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor’s particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

O. Indemnification and Insurance Requirements
Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active” as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

2. **Additional Insured** – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

8. **Deductibles and Self-Insured Retention** - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

10. **Insurance Review** – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. **Workers’ Compensation/Employers Liability** – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with $250,000 limits covering all...
persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

b. **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Premises operations, fixed assets and mobile equipment.
2) Products and completed operations.
3) Broad form property damage (including completed operations).
4) Explosion, collapse and underground hazards.
5) Personal injury
6) Contractual liability.
7) $2,000,000 general aggregate limit.

c. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. **Professional Liability** – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

P. Licenses and Permits
Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

Q. Health and Safety
Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

R. Contract Compliance/Equal Employment Opportunity
Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

S. Attorney’s Fees
Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

T. Ownership Rights
The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

U. Attribution
Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines.

V. Incongruous Activities
Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

W. Reports
Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission.
Report requirements include, but are not limited to and subject to change, the following:

- **Project Reports**

  1. Contractor shall submit internal reports as needed of lessons learned including: recommendations for follow-up with agencies, on outline of next steps, and evaluation of the success of the Help Me Grow Inland Empire project, unless otherwise requested by the Commission.

- **Fiscal Reports**

  For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

  Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

  Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

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**X. Environmental Regulations**

**EPA Regulations** - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

**State Energy Conservation Clause** - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

**Y. Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

   2) Have not within a three (3)-year period preceding this application 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 or destruction of records, making false statements, or receiving stolen property;

   3) 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 (a) (2) of this certification; and

   4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.
Z. Recycled Paper Products
The Commission has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

IV. COMMISSION RESPONSIBILITIES
A. Monitor and evaluate the performance of Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided, based on criteria determined by the Commission, as delineated in this Contract.
B. Compensate Contractor for approved expenses in accordance with Section V of this Contract.
C. Commission shall specify all reports and deliverables required from the Contractor.
D. Commission shall provide technical assistance as deemed necessary.
E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

V. FISCAL PROVISIONS
A. Contract Amount
The maximum amount of reimbursement under this Contract shall not exceed $300,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2018-19 $300,000  July 1, 2018 through June 30, 2019

B. Payment Provisions
The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments
Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs
Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment A – Project Scope of Work and Budget.
Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by Commission Staff.

Contractor shall adhere to the County’s Travel Management Policy (8-02) when travel is pursuant to this contract and for which reimbursement is sought from the Commission. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

E. Supplanting of Funds

In accordance with the Commission’s Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the project deliverables and performance targets as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to
the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the approved Budget.

I. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of $5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor’s services or activities under the terms of the Contract.

Any item with a single unit cost of $500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.
Project data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

C. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

A. This Contract is effective commencing July 1, 2018, and expires June 30, 2019, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2019 is contingent on a Project Scope of Work and Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

**Contractor:**
VIVA Strategy and Communications, LLC  
155 Bovet Road, Suite 750  
San Mateo, CA. 94402

**Commission:**
First 5 San Bernardino  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.

C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.

D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.

E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.

G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor’s sole expense and shall not be charged as a
cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. NONDISCRIMINATION

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.
XI. IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission Administrative Office. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision “key employees” includes any individuals providing direct service to the Commission. “Key employees” do not include clerical personnel providing service at the Contractor’s offices or locations.

continued on next page
XI. CONCLUSION

A. This Contract, consisting of 22 pages and Attachment A – Project Scope of Work and Budget, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A is attached hereto and incorporated herein as though set forth in full.

B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Authorized Signature

Maxwell Ohikhuare, M.D.

Commission Chair

Title

Dated

Official Stamp

VIVA Strategy and Communications, LLC

Authorized Signature

Nicole O. Tanner

Managing Partner

Title

Dated

Legal Entity

Authorized Signature

Nicole O. Tanner

Printed Name

Managing Partner

Title

Dated

Printed Name

Commission Chair

Title

Dated

Reviewed for Processing

Cindy Faulkner

Operations Manager

Date

Approved as to Legal Form

Sophie Akins

Commission Counsel

Date

Presented to Commission for Signature

Karen E. Scott

Executive Director

Date
Proposal

Help Me Grow Inland Empire Strategic Planning Consultation

June 28, 2018

Submitted to:

First 5 San Bernardino
Attention: Karen Scott
735 E. Carnegie Drive, #150
San Bernardino, CA 92408

Submitted by:

VIVA
STRATEGY + COMMUNICATIONS
Project Overview

First 5 San Bernardino and First 5 Riverside have contracted with Loma Linda University Children’s Hospital (LLUCH) to initiate a cross-county, regional Help Me Grow (HMG) system. This regional, cross-county HMG system will be the first of its kind in California; and, it creates the opportunity to develop comprehensive system linkages with other early childhood systems to have significant impact on children throughout the Inland Empire.

First 5 San Bernardino and First 5 Riverside have initiated a second planning contract for fiscal year 2018-2019 with LLUCH to ensure that the planning process is comprehensive, strategic, and lays the necessary foundation to implement the Help Me Grow Inland Empire (HMGIE) system that can integrate with other early childhood systems, and scale to reach as many children as possible.

VIVA Strategy + Communications is proposing to design and facilitate a one-year planning process for FY 2018-2019 with LLUCH, First 5 San Bernardino and First 5 Riverside, that will result in an integrated strategic and implementation plan that can guide the second phase of the the HMGIE planning process. VIVA will also support the establishment of a governance and operational structure that can provide the strategic decision-making framework for the ongoing design, launch and operation of the regional HMG system.

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About VIVA Strategy + Communications

VIVA Strategy + Communications is a women-owned, social impact consulting firm located in the San Francisco Bay Area. VIVA specializes in large-scale collective impact and systems change initiatives that improve the lives of children, families and communities across California. VIVA is led by Managing Partners Christina Bath Collosi, M.A., and Nicole O. Tanner, Ph.D., who have extensive experience working in both Riverside and San Bernardino Counties. VIVA’s nine staff come from a variety of early childhood, research, policy, and management backgrounds. Our clients, which include government, philanthropic, and nonprofit institutions consistently re-engage us in the planning and implementation of their highest priorities.

VIVA offers services in four core areas: community collaboration, strategy and implementation, strategic capacity building, and strategic communications. This work includes multi-stakeholder coalition building, facilitation of community engagement processes, research and data analysis, program cost analysis, coaching and executive training, organizational development, strategic planning and implementation, program design and management, and communications that strengthens a community or agency’s strategic efforts.

Unique Qualifications

Although VIVA has experience working within a wide range of education, health and human service systems, the VIVA consulting team has cultivated a unique expertise in early childhood systems, having designed and facilitated the development of multiple large-scale community change efforts aimed at promoting high quality, comprehensive support for children and families. These early childhood, system-building efforts have included included multi-year system consultation projects in Riverside and San Bernardino counties, including leading
comprehensive strategic planning projects for the development of Quality Rating Systems (QRISs) and consultation on the development of operational and governance structures, system cost modeling and communications consultation.

VIVA has provided consultation to First 5 Commissions at the local, regional and state levels since 1998, including facilitating the design and support of early childhood systems ranging from early childhood mental health, health, newborn home visiting, oral health, and early care and education. VIVA has also worked extensively with public and philanthropic funders, County Offices of Education, Resource & Referral Agencies, higher education institutions, early childhood educators, and public sector agency partners. These efforts have ranged from in-depth early learning strategic planning, cost modeling, communications and marketing strategies, and implementation of trainings.

In addition to systems-building work, VIVA has in-depth knowledge and experience working with developmental screening efforts across the state. VIVA recently facilitated California’s Statewide Screening Collaborative and developed a comprehensive landscape analysis, a health care provider website; and, convened key leaders to identify action steps for advancing state-level work to increase screening and early intervention for young children. VIVA also recently conducted a national scan, on behalf of First 5 San Bernardino, of Help Me Grow affiliated communities that are integrating their HMG system with QRIS systems around the ASQ screening tool. This national landscape analysis included in-depth interviews with several counties across the state, as well as representatives from the First 5 Association and the California Developmental Screening Network. This work resulted in both a comprehensive ASQ Landscape Analysis report, as well as the report, Recommendations for Increasing Connections Between San Bernardino County’s QRIS and Help Me Grow Systems. This work has laid the groundwork for further development of Help Me Grow Inland Empire, as a system closely aligned and connected to other systems that support the development of young children and early identification and intervention.

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Project Overview

**Desired Project Outcomes**

VIVA’s understanding of the desired outcomes for the regional Help Me Grow Inland Empire Strategic Planning project include:

1. A unified, comprehensive, and strategic roadmap for building, implementing, and financing a regional HMG that is family-centered and integrated with other early childhood systems in the Inland Empire.
2. A collaborative, partnership-focused operational and governance structure for the Help Me Grow Inland Empire initiative that will build ownership and investment of community partners through the planning and implementation phases.
3. Increased knowledge and the necessary tools among operational leads and partners to coordinate and scale a large multi-partner, cross-system, cross-county initiative for early intervention.
**Project Description**

In order to accomplish the desired project outcomes, VIVA’s consultation will include the following:

1. Review of current progress and achievements from the first year of planning, inclusive of key informant interviews and information gathering, to gain an understanding of the status of key planning and implementation activities and to build off of what LLUCH has accomplished so far
2. Facilitation of in-person and phone meetings, with First 5 San Bernardino and First 5 Riverside to gain an understanding of priorities and desired outcomes
3. Facilitation of in-person and phone meetings with First 5 San Bernardino, First 5 Riverside, and LLUCH throughout the planning process
4. Facilitation of partnership development meetings with First 5 San Bernardino, First 5 Riverside and LLUCH
5. Planning and facilitation of strategic planning sessions with the Advisory Board and Core Workgroups in coordination with LLUCH
6. Consultation on, and development of, communication tools to support the planning process
7. Facilitation of meetings with a policy group to begin to plan for the financing and sustainability of the HMGIE system
8. Planning and coordination of a learning journey to Alabama and local learning exchanges with California HMG county representatives

**Project Deliverables**

Through the above processes and activities, the project deliverables will include:

1. An asset and gap analysis of existing Help Me Grow Inland Empire components that includes:
   a. Map of current roles and responsibilities of all partners
   b. Recommendations for sequencing the HMG planning and implementation project
2. An integrated strategic and implementation plan that includes:
   a. System requirements
   b. A north star, goals and objectives for the Help Me Grow initiative
   c. Strategies, action items and timelines
   d. Community executive summary
3. Recommendations on marketing and communications
4. Communications tools to support communications to stakeholders on the planning process
5. Recommendation on a framework of a partnership agreement/MOU
6. A governance and operational structure for the HMGIE initiative
7. A summary of progress and recommendations on next steps for developing a financing and sustainability plan for HMGIE
8. A system coordination model inclusive of:
   a. Roles, responsibilities, and required skills
   b. Staffing positions for system coordination
   c. A coordination resource guide/manual that operationalizes and institutionalizes the coordination component for the system
Project Structure

VIVA proposes that the following groups be established or continued for the Help Me Grow Inland Empire 2018-2019 planning process. Captured here are the proposed planning groups, anticipated membership, and description of roles.

I. HMGIE Sponsoring Partners

Members: First 5 San Bernardino, First 5 Riverside

Description: The HMGIE Sponsoring Partners group is made up of leadership from both First 5 San Bernardino and First 5 Riverside. Both agencies are committed to driving and sustaining the regional HMG effort and would be charged with ensuring that the planning process is on track for achieving its overall mission. This planning group is integral to the planning process, as they provide programmatic and fiscal oversight of the HMG initiative, and oversee both the planning progress and budget for the system building effort.

II. HMGIE Design Team

Members: First 5 San Bernardino, First 5 Riverside, LLUCH

Description: The HMGIE Design Team consists of both First 5 agencies investing in the Help Me Grow, and LLUCH, which is the coordinating and implementing entity for Help Me Grow. This group is charged with leading the planning process and ensuring that all other planning groups are aligned with the strategic vision and mission for HMGIE.

III. HMGIE Advisory Board

Members: Community partners across Riverside and San Bernardino counties

Description: The Advisory Board is the existing body of partners that LLUCH has convened. This group ensures that vital community input is integrated into the planning process, and that opportunities for cross-system partnership are fully leveraged. Members provide strategic guidance around the development and implementation of HMGIE, and serve as community liaisons for HMGIE.

IV. HMGIE Policy Team

Members: Executive leadership from key public and non-profit sector agencies

Description: The Policy Team focuses on championing the HMGIE initiative and tackling the financing and sustainability planning for the system.

V. HMG Planning Work Teams

Members: Members from the Advisory Board and other relevant community partners

Description: The work teams are charged with developing goals, strategies and detailed work plans for each fundamental component of the HMGIE system. Their recommendations will feed into the strategic planning process for HMGIE. The proposed work teams, build on existing workgroups, including:

- Data
- Family outreach
- Provider outreach
- Centralized access point
- Cross-system coordination
Project Scope of Work

VIVA will work in coordination with First 5 San Bernardino, First 5 Riverside, and LLUCH to develop and support the design of the regional Help Me Grow system. VIVA proposes three core phases to the HMGIE planning process: Discovery, Establishing Readiness, and Planning. The following is VIVA’s proposed scope of work, outlining activities and deliverables for each phase of the project.

<table>
<thead>
<tr>
<th>Discovery Phase</th>
<th>Products/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Activities</strong></td>
<td><strong>Products/Deliverables</strong></td>
</tr>
<tr>
<td>1. Plan and facilitate a kick-off meeting with First 5 San Bernardino and First 5 Riverside</td>
<td>1. Asset &amp; gap analysis of existing HMG components</td>
</tr>
<tr>
<td>2. Plan and Facilitate a kick-off meeting with First 5 San Bernardino, First 5 Riverside, and LLUCH</td>
<td>2. Agendas, materials and summary notes for each planning session</td>
</tr>
<tr>
<td>3. Review current information on planning activities for HMGIE and create an inventory of achieved activities using the HMG framework</td>
<td>3. Planning process map</td>
</tr>
<tr>
<td>4. Conduct interviews with current LLUCH lead staff</td>
<td></td>
</tr>
<tr>
<td>5. Identify critical partners currently engaged and to be added to the planning process</td>
<td></td>
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<tr>
<td>6. Develop a process map for planning process for the year in coordination with LLUCH and the First 5s</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Establishing Readiness Phase</th>
<th>Products/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Activities</strong></td>
<td><strong>Products/Deliverables</strong></td>
</tr>
<tr>
<td>1. Plan and facilitate partnership development sessions focused on:</td>
<td>1. Agendas, materials and summary notes for each partnership development workshop session</td>
</tr>
<tr>
<td>a. Partnership development</td>
<td>2. Summary of agreements on partner coordination tools and recommendations for further development</td>
</tr>
<tr>
<td>b. Communications</td>
<td></td>
</tr>
<tr>
<td>c. Project management</td>
<td></td>
</tr>
<tr>
<td>2. Identify key systems and processes that can support the planning and communication between partners in the planning process</td>
<td></td>
</tr>
</tbody>
</table>
# Planning Phase

<table>
<thead>
<tr>
<th>Activities</th>
<th>Products/Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Plan and facilitate 3 in-person strategy sessions with the Advisory Board</td>
<td>1. Agendas, materials and summary notes for each in-person meeting and conference call</td>
</tr>
<tr>
<td>2. Plan and facilitate an estimated 3 in-person meetings and regular calls with the Design Team</td>
<td>2. A draft and final strategic plan, implementation plan &amp; community executive summary</td>
</tr>
<tr>
<td>3. Facilitate and estimated 4 planning calls with Sponsoring Partners</td>
<td>3. A summary and recommendation on financing and sustainability planning</td>
</tr>
<tr>
<td>4. Facilitate up to 4 Policy Team meetings with key system leaders to identify opportunities to finance the HMGIE and its sustainability</td>
<td>4. Communications tools to support the HMGIE planning process</td>
</tr>
<tr>
<td>5. Plan and coordinate a learning journey to Alabama or another identified state</td>
<td>5. Recommendations on marketing and communications</td>
</tr>
<tr>
<td>6. Plan and convene a local California learning meeting with 2-3 counties</td>
<td>6. Recommendations on the structure of MOUs/partnership agreement</td>
</tr>
<tr>
<td>7. Provide communications consultation and develop communications tools to support the planning process</td>
<td>7. Visuals and content for governance and operational structures</td>
</tr>
<tr>
<td>8. Work in coordination with LLUCH to develop a system coordination and operations staffing structure</td>
<td>8. Recommendations on a staffing model</td>
</tr>
</tbody>
</table>

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**Project Timeframe**

August 2018 - June 2019

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**Project Team and Background**

The proposed team and their qualifications for the project are outlined as follows:

**Nicole O. Tanner, Ph.D., Managing Partner**

Nicole Tanner will serve as the project lead, providing oversight and extensive experience and knowledge in early childhood systems building to the project. Nicole brings more than 20 years of experience focused on early childhood initiatives and has worked with First 5 Commissions and their partners across California since 1999. She has led numerous strategic planning, initiative design and communications projects at the local, regional and statewide level, with an emphasis on young children and families. This has included work on a wide range of topical areas that give her a depth of understanding of issues and systems that she brings to her work with clients; from education, health, developmental screening, child abuse, family support,
human services to housing and homelessness. This has included convening and facilitating the California Statewide Screening Collaborative, as well as a multi-year project in Fresno County to design and support the implementation of their B3 birth through third grade initiative. She has been actively involved with the design of local and regional QRISs in California through the Race to the Top Early Learning Challenge Grant process since its inception in 2012 and has led QRIS strategic consultation and communications projects in Orange, Santa Barbara, Marin, Riverside, San Bernardino, Monterey and Santa Clara Counties. Nicole has a doctorate in Educational Leadership & Organizations from the University of California, Santa Barbara, with a focus on leadership in community partnerships for children.

Saeed Mirfattah, M.A., Senior Consultant
Saeed Mirfattah will provide in-person facilitation and in-office strategic guidance on the project. As an early childhood career professional, Saeed brings over 30 years of leadership experience in the public, nonprofit and philanthropic sectors. He has worked as a strategic advisor with a diverse range of communities and organizational structures that facilitate multi-partner systems change and integration efforts including alignment of early childhood systems with the K-12 system. Saeed is particularly adept at working with systems partners who have a shared agenda but separate systems infrastructure or mandate. Examples of such work include working with Local Education Agencies, and the Departments of Public Health and Social Services as well as local community based agencies (CBOs) to develop programs, initiatives and systems that support young children and families. This work has included contributions to organizational development and restructuring efforts of public governmental agencies locally, nationally, and internationally in addition to training and coaching leaders on community and systems change development efforts, strategic planning, stakeholder engagement, change management, and capacity-building efforts.

Iris Elent, M.S.W., Senior Associate Consultant
Iris Elent will serve as the project manager for the project, and will provide facilitation, writing, and research support. Iris brings significant project management, facilitation, research, and content development experience for several systems change projects. Currently she is the project manager for a multi-year system implementation effort in San Bernardino County convening diverse community partners invested in improving quality early childhood education. As part of her work in San Bernardino County, Iris conducted a national landscape scan of Help Me Grow initiatives that are actively integrating with quality rating and improvement systems around administering the Ages and Stages Questionnaire (ASQ). From this landscape analysis, Iris also developed a set of recommendations for First 5 San Bernardino as they explore cross-system integration with their regional Help Me Grow regional initiative. Iris is also the project manager for a feasibility study that aims to identify models for a county-based early learning hub in Alameda County, and for a county-based oral health planning project in Mendocino County. Iris has provided research support through literature reviews, survey development, and individual interviews on several projects. Iris approaches her research and facilitation work from a systems theory lens, stemming from her social work training and nonprofit experience.

Laura Bowen, M.A., Director of Communications
Laura Bowen will provide strategic consultation and leadership for all communications related materials for the project. Laura develops outcomes-focused communications and brand strategies and manages social, digital, and traditional marketing campaigns. Laura leads the
First 5 San Francisco Commission-wide communications efforts and has extensive experience in early childhood communications including a successful multi-year behavior change campaign for First 5 Sonoma County. Additionally, she has developed communications plans, brand identities, and communications materials for multiple county-based QRISs in California, including for Los Angeles County, San Bernardino County, Orange County, Fresno County, San Mateo County and the Bay Area Region. She has also developed strategic brand identity platforms for Santa Clara and San Bernardino Counties’ QRISs. Laura has a Master of Arts in Global Communications from the American University of Paris and a Bachelor of Arts in English and French from Lafayette College.

Candice Tanu, M.A., Communications Specialist
Candice Tanu will provide support and graphic design on all communications related materials for this project. Candice has a background in both marketing communications and design. She is adept at creating beautiful solutions that engage, impact, and educate. Candice is a Bay Area native, but also lived in Asia. She holds a Bachelor of Science degree in Marketing from Arizona State University, and received her Master of Arts, Graphic Design from the Academy of Art University. Candice currently contributes her expertise to implementing strategic communications across VIVA’s projects including First 5 San Francisco, Quality Counts San Mateo County, Quality Start Riverside County, and Quality Start Los Angeles, amongst others.

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Project Budget:

The proposed budget is inclusive of travel and all consulting time for preparation, design, development and delivery of all content related to the project.

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Hourly Rate</th>
<th>Total Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Partner: Nicole Tanner</td>
<td>$200</td>
<td>360</td>
<td>$72,000</td>
</tr>
<tr>
<td>Senior Consultant: Saeed Mirfattah</td>
<td>$185</td>
<td>360</td>
<td>$66,600</td>
</tr>
<tr>
<td>Director of Communications: Laura Bowen</td>
<td>$185</td>
<td>50</td>
<td>$9,250</td>
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<tr>
<td>Senior Associate Consultant: Iris Elent</td>
<td>$150</td>
<td>600</td>
<td>$90,000</td>
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<td>Communications Specialist: Candice Tanu</td>
<td>$150</td>
<td>80</td>
<td>$12,000</td>
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<tr>
<td>Travel (flight, hotel, rental car, parking, per diem ($15/breakfast, $16/lunch, $23/dinner) for approximately 14 trips)</td>
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<td></td>
<td>$25,165</td>
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<tr>
<td>Indirect (10% of consultation costs)</td>
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<td></td>
<td>$24,985</td>
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<tr>
<td>Total Budget for Scope of Work</td>
<td></td>
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<td>$300,000</td>
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</tbody>
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Note: Project budget does not include printing or other meeting costs.
# Agenda Item 7

**JULY 11, 2018**

<table>
<thead>
<tr>
<th>Subject</th>
<th>Non-Financial Memorandum of Understanding (MOU) with County of San Bernardino Preschool Services Department.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recommendations</strong></td>
<td>Approve non-financial Memorandum of Understanding with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of July 25, 2018 through September 30, 2020. (Presenter: Staci Scranton, Supervising Office Assistant, 252-4282)</td>
</tr>
<tr>
<td><strong>Financial Impact</strong></td>
<td>None.</td>
</tr>
<tr>
<td><strong>Background Information</strong></td>
<td>Under the terms of the recommended non-financial MOU, the Children and Families Commission for San Bernardino County (First 5 San Bernardino – F5SB) will provide school readiness skills and services to children ages 3 to 5 through the use of AmeriCorps members (school coaches). School coaches are recruited by F5SB and placed at PSD sites to provide one-on-one developmental skill-building activities to preschool-aged children. The services will be provided to children who have not met established age appropriate milestones for their age in one or more areas in literacy, math skills, or social and emotional development, as determined by PSD.</td>
</tr>
</tbody>
</table>

The primary objective of the services provided by F5SB is to teach the high-needs children literacy, math, and developmental skills in order to ensure a smooth transition into kindergarten.

F5SB will provide four full-time AmeriCorps School Coaches, on a one-to-one basis, at four PSD sites, to focus on developmental skill-building activities to the identified high-needs children. Services may be provided to the caregiver to emphasize the use of these skills in the home. PSD will continue to monitor the child’s progress three times per year utilizing their standardized assessment tool. Success will be measured by the scores of the assessments performed by PSD, as well as the assessment scores conducted by the AmeriCorps using the Teaching Strategies GOLD Standard Assessment Tool.

This MOU aligns with the Commission’s education service priority area (SPA 1), Goal 1.2 Early Learning.

Pending Commission approval, this MOU shall become effective July 25, 2018 through September 30, 2020.

| Review | Sophie Akins, Commission Counsel |

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<table>
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<tr>
<th>Report on Action as taken</th>
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<tbody>
<tr>
<td><strong>Action:</strong></td>
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<tr>
<td><strong>Moved:</strong></td>
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<td><strong>In Favor:</strong></td>
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<tr>
<td><strong>Opposed:</strong></td>
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<tr>
<td><strong>Abstained:</strong></td>
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<tr>
<td><strong>Comments:</strong></td>
</tr>
<tr>
<td><strong>Witnessed:</strong></td>
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</table>

230
Preschool Services Department

Department Contract Representative
Jeff D'Avanzo
Telephone Number
(909) 386-8314

Contractor
Children and Families Commission for San Bernardino County

Contractor Representative
Cindy Faulkner
Telephone Number
(909) 252-4253

Contract Term
July 25, 2018 through September 30, 2020

Original Contract Amount
N/A
Amendment Amount
N/A
Total Contract Amount
N/A
Cost Center
N/A

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino Preschool Services Department, hereinafter called PSD, desires to provide School Readiness Educational Services to economically disadvantaged children; and

WHEREAS, the Children and Families Commission for San Bernardino County, hereinafter called Commission, has entered into a Prevent Child Abuse California Contract for AmeriCorps member slots to assist in the provision of such services; and

NOW THEREFORE, PSD and Commission mutually agree to the following terms and conditions:
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XI. CONCLUSION ................................................................................................................ 10  

ATTACHMENTS  
ATTACHMENT A – 2018-2020 PERFORMANCE MEASURES  
ATTACHMENT B – FIRST 5 SERVICE CORPS AMERICORPS CONTRACT, DATED AUGUST 16, 2017
I. DEFINITIONS

A. **AmeriCorps Members (School Coach)** – Individuals who serve in a volunteer capacity to provide developmental skill-building activities to children ages 2 to 5 in early care and education environments.

B. **Assessment** – The process of measuring the child’s level of abilities, knowledge, and age-appropriate mastery in literacy, math skills and social-emotional development. Assessment is conducted in the beginning (pre) within the first five (5) hours of service delivery and in the end (post) of participation utilizing the Teaching Strategies GOLD Assessment tools.

C. **Corporation for National and Community Service (CNCS)** – A U.S. federal government agency that engages Americans in service through SeniorCorps, AmeriCorps, and Learn and Serve America, and other national service initiatives, and is the nation’s largest annual grantmaker supporting service and volunteering. CNCS, formerly known as the "Corporation for National Service" or "CNS", was created as an independent agency of the United States government by the National and Community Service Trust Act of 1993.

D. **Children and Families Commission for San Bernardino County** – The Children and Families Commission for San Bernardino County (First 5 San Bernardino or Commission) was created in December, 1998 in order to realize the benefits of Proposition 10 (California Children and Families Act) for the County’s youngest residents and their families. The act created a program for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age.

E. **Human Services (HS)** – A system of integrated services, where the programs and resources of nine County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

F. **Participant** – Children ages 2 to 5 enrolled in early care and education environments within the identified PSD sites.

G. **Performance Measures** – Contractually bound aggregate outputs and outcomes for the program between the Commission and Prevent Child Abuse California, delivered through AmeriCorps Members to participants at identified PSD sites.

H. **Preschool Services Department (PSD)** – PSD provides Head Start, Early Head Start, and State Preschool programs that include comprehensive child development and family services comprised of education, health, nutrition, parent involvement, and psychological services for children ages 0 to 5 and their families. The overall goal of these programs is to increase the health and school readiness of disadvantaged children and increase the self-sufficiency of low-income families. Head Start and State Preschool programs have been operating in San Bernardino County since 1965. Since 1999, PSD has provided these programs through a combination of direct and contracted services.

I. **Prevent Child Abuse California (PCA CA)** – A California-based national and international training, education, research, and resource center dedicated to protecting children and building healthy families and the State liaison for contracting with organizations for AmeriCorps members.

J. **School Readiness Services** – Educational activities that prepare young children to enter kindergarten. For the purposes of this program, educational activities consist of literacy, math skills, and social emotional development.

K. **Teaching Strategies GOLD Assessment** – An ongoing (pre & post) observational assessment system for assessing children from birth through kindergarten. Grounded in 38 research-based objectives that include predictors of school success and are fully aligned with the Common Core State Standards.

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to define roles and responsibility in the efforts of the Commission and PSD to provide school readiness support to preschool-age children who are identified as eligible for services from any combination of the two agencies.

III. COMMISSION RESPONSIBILITIES

Commission shall:

A. Utilize AmeriCorps members to provide School Readiness activities to economically disadvantaged children age 2 to 5 at four (4) PSD sites.

B. Supervise AmeriCorps members as outlined in the Program Scope of Services of the Commission’s contract with AmeriCorps (Attachment B).

C. Provide resources that will assist AmeriCorps members in providing supportive services to children who are identified as eligible to receive services to achieve school-readiness.

D. Identify a management liaison to interact with PSD staff regarding AmeriCorps member’s attendance, verification of timecards, and performance of service delivery.

E. Provide assessment of children and implementation of supportive services through AmeriCorps members for identified children in order to support the educational growth of the children as identified in the 2018-2020 Performance Measures (Attachment A).

F. Provide information related to Commission resources available, as requested, for children and families in need.

G. As the Project Administrator, maintain project oversight and fiscal responsibilities as identified in the 2018-2020 Performance Measures (Attachment A).

H. Ensure that any/all national service signage displayed at service sites is in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives.

IV. PSD RESPONSIBILITIES

PSD shall:

A. Serve as the host for sites and provide reasonable accommodations for AmeriCorps members to assist children in a one-to-one or small group setting to meet performance objectives.

B. Allow service sites to display signage with national service identification as provided by First 5 San Bernardino and Prevent Child Abuse California.


D. Adhere to the following provisions of prohibited activities:
General Prohibited Activities

1. Supplantation. AmeriCorps assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive CNCS support.

2. Religious use. AmeriCorps assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.

3. Political activity. AmeriCorps assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State, or local election to public office.

4. Contracts or collective bargaining agreements. AmeriCorps assistance may not be used to impair existing contracts for services or collective bargaining agreements.

5. Non-duplication. AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (6) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

   a. PSD may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
   b. PSD may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
   c. A service opportunity will not be created under this section that will infringe in any manner on the promotional opportunity of an employed individual.
   d. An AmeriCorps member in a program may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
   e. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform any services or duties, or engage in activities, that:
      1) Will supplant the hiring of employed workers; or
      2) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
   f. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform services or duties that have been performed by or were assigned to any:
      1) Presently employed worker;
      2) Employee who recently resigned or was discharged;
      3) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
      4) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
      5) Employee who is on strike or who is being locked out.
   g. PSD must, at a minimum, conduct and document consultation with the appropriate local labor organization, if any, representing employees in the area where AmeriCorps
members and unionized employees are engaged in the same or similar work as that proposed to be carried to ensure compliance with the non-displacement requirements specified in section 12637 of the National and Community Service Trust Act.

7. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and AmeriCorps members may not engage in the following activities:
   a. Attempting to influence legislation;
   b. Organizing or engaging in protests, petitions, boycotts, or strikes;
   c. Assisting, promoting, or deterring union organizing;
   d. Impairing existing contracts for services or collective bargaining agreements;
   e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
   f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
   g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
   h. Providing a direct benefit to:
      1) A business organized for profit;
      2) A labor union;
      3) A partisan political organization;
      4) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
      5) An organization engaged in the religious activities described in paragraph (g) of this section, unless CNCS assistance is not used to support those religious activities;
   i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
   j. Providing abortion services or referrals for receipt of such services; and
   k. Such other activities as CNCS may prohibit.

8. AmeriCorps members may not raise funds for living allowances or for an organization’s general (as opposed to project) operating expenses or endowment.

9. AmeriCorps members may not write a grant application to CNCS or to any other Federal agency.

10. Individuals may exercise their rights as private citizens and may participate in the activities listed in any of the above activities on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

E. PCA CA Prohibited Activities.
1. AmeriCorps members may not engage in, and therefore, not record hours in fundraising activities while serving in the AmeriCorps program.

2. PSD must not employ AmeriCorps members in any capacity while AmeriCorps members are providing service under a PCA CA Member Contract.

3. AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by the Commission and PSD in writing, if applicable.

4. AmeriCorps members must not have contact with clients during non-service hours. All client contact must be pre-approved by PSD and the applicable Service Site Supervisor.

5. AmeriCorps members must not participate in gambling during service hours.

6. AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.

F. Refer appropriate children identified as needing supportive services to work with AmeriCorps members as identified in the 2018-2020 Performance Measures (Attachment A).

G. Allow AmeriCorps members to conduct pre/post assessments to measure math skills, literacy, and social emotional competencies for each child receiving supportive services as identified in the 2018-2020 Performance Measures (Attachment A).

H. Assign appropriate PSD Staff (Site Supervisor) to serve as a liaison to the AmeriCorps member while on site and maintain regular contact with the Commission liaison.

I. Arrange for appropriate Releases of Information/Consents as applicable.

V. MUTUAL RESPONSIBILITIES

A. The County and the Commission are authorized self-insured entities for purposes of Professional Liability, General Liability, Automobile Liability, Abuse/Sexual Misconduct, and Workers’ Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

B. Each party shall defend, indemnify and hold the other party, its Authorized Representative (as defined below), officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this MOU from any cause whatsoever, including any costs or expenses incurred by the indemnifying party, except as prohibited by law.

In the event that any party are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, each party shall indemnify the other to the extent of its comparative fault.

The Commission shall require the excess carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Commission and the Commission’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Commission hereby waives all rights of subrogation against the County.

C. The Commission and PSD agree that AmeriCorps members are insured pursuant to the Terms and Conditions of the Commission’s contract with AmeriCorps (Attachment B).
D. The Commission and PSD agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

E. The Commission and PSD agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the Commission and PSD mutual chains of command, as deemed necessary.

F. The Commission and PSD agree to develop and implement protocols and forms necessary to administer and document program referral, participation, compliance, and effectiveness.

G. The Commission and PSD agree to develop procedures for resolving grievances including the specific steps a participant must follow and the time limits for resolution.

VI. **FISCAL PROVISIONS**

There shall be no financial remuneration to or from either party for any services provided under this MOU.

VII. **RIGHT TO MONITOR AND AUDIT**

A. Commission staff, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the AmeriCorps members at PSD sites in the delivery of services provided under this MOU. Full cooperation shall be given by PSD in any auditing or monitoring conducted.

B. PSD shall cooperate with the Commission in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.

C. All records pertaining to service delivery and records shall be available for examination and audit by Commission staff, federal and state representatives for a period of three (3) years after termination of the MOU or until all pending county, state, and federal audits are completed, whichever is later. Records of PSD which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this MOU or another agreement. Technical program data shall be retained locally by the Commission and made available upon the Commission’s reasonable advance written notice or turned over to PSD.

D. PSD shall provide all reasonable facilities and assistance for the safety and convenience of the Commission’s representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of PSD.

VIII. **TERM**

This MOU is effective as of July 25, 2018 through September 30, 2020, but may be terminated earlier in accordance with provisions of Section XI of this MOU.

IX. **EARLY TERMINATION**

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The PSD Director is authorized to exercise PSD’s rights with respect to any termination of this MOU. The Commission Director, or his/her appointed designee, has authority to terminate this MOU on behalf of the Commission.
X. GENERAL PROVISIONS

A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

C. Commission shall ensure that AmeriCorps members are cleared through Department of Justice (DOJ) via PCA CA and through the County’s DOJ clearance system. DOJ records shall be obtained for all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof.

D. Commission and PSD shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Commission and PSD shall not use or disclose any identifying information for any other purpose other than carrying out the service obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
XI. CONCLUSION

A. This MOU, consisting of ten (10) pages and Attachments A and B, is the full and complete document describing services to be rendered by Commission to PSD including all covenants, conditions, and benefits.

B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
ATTACHMENT A
2018/2020 PERFORMANCE MEASURES

The following information represents the Performance Measures that were submitted and approved by California Volunteers and CNCS as part of the 2015/18 First 5 Service Corps proposal. As such, they reflect the statewide aggregate outputs and outcomes for the program. The COMMISSION (SUBCONTRACTOR) is responsible for meeting its specific outputs and outcomes, a subset of the aggregate values. The COMMISSION (SUBCONTRACTOR) Performance Measure targets are dependent upon the full enrollment of the number of AmeriCorps member positions included in this Contract. The COMMISSION (SUBCONTRACTOR) shall vigorously pursue 100% retention of AmeriCorps members.

<table>
<thead>
<tr>
<th>PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS</th>
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<tbody>
<tr>
<td>NEED</td>
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</table>
Research indicates a child’s early development of social emotional, literacy, and numeracy skills are critical for school success. Economically disadvantaged children and/or children with exceptional needs, such as English language learners are most at-risk for academic failure as they lack access to quality early childhood education programs with linguistically appropriate instruction. Many low-income or non-English speaking parents lack the knowledge/resources needed to play a critical role in their child’s school success.

<table>
<thead>
<tr>
<th>EXPECTED RESULTS</th>
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</table>
Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Children and parents receive school readiness activities and services.

Outcome (the changes or benefits that occur as a result of the intervention): Children meet age-appropriate developmental school readiness milestones.

<table>
<thead>
<tr>
<th>AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS</th>
</tr>
</thead>
</table>
AmeriCorps members provide 25 economically disadvantaged children 35 hours of one-on-one GOLD Assessment school activities in social emotional, literacy, and numeracy. Members administer GOLD Assessment and develop an individualized Early Education Plan and deliver social emotional, literacy, and numeracy skills activities in classroom, small group, and one-on-one settings. Members provide parents of economically disadvantaged children 5 hours of workshops teaching the importance of and techniques for book sharing with children at home to develop family literacy routines. Members provide culturally and linguistically appropriate books and a DVD so parents read to their child for 20 minutes 3 times per week for 8 weeks, applying what they have learned.

<table>
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<tr>
<th>MEASUREMENT TOOLS</th>
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</table>
OUTPUT - Student Daily Contact Log to collect data on number of children who start and complete participation in an AmeriCorps Early Childhood Education Program, the number of hours that children receive skill-building services in social emotional, literacy, and/or numeracy. Members submit data in the online database monthly, Project Manager monitors quarterly. Completed by AmeriCorps members daily.

OUTCOME - Teaching Strategies GOLD Assessment to collect data on the number of children that demonstrate social emotional, literacy, and/or numeracy skills. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members within the first 5 hours of service delivery, at 35 hours of service delivery, and at the end of the program year (year-long programs).
**OUTCOME - Raising a Reader Parent Survey** to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/per week for 8 weeks. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members at the onset of service delivery, and at the end of the service delivery.

**PRIMARY PERFORMANCE MEASURE TARGETS**

<table>
<thead>
<tr>
<th>OUTPUT TARGETS</th>
<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Economically disadvantaged children or children with exceptional needs that <strong>will start</strong> in a CNCS-supported early childhood education program.</td>
<td>2,250</td>
<td>80</td>
</tr>
<tr>
<td># Economically disadvantaged children or children with exceptional needs that <strong>will complete</strong> participation in a CNCS-supported early childhood education program.</td>
<td>1,920</td>
<td>80</td>
</tr>
<tr>
<td># Parents of economically disadvantaged children that <strong>will begin</strong> 5 hours of family literacy training on book sharing with their child.</td>
<td>800</td>
<td>0</td>
</tr>
<tr>
<td># Parents of economically disadvantaged children that <strong>will complete</strong> 5 hours of family literacy training on book sharing with their child.</td>
<td>480</td>
<td>0</td>
</tr>
</tbody>
</table>

**OUTCOME TARGETS**

<table>
<thead>
<tr>
<th>PROGRAM OUTCOME TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Of 80 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, <strong>56 will meet</strong> age appropriate school readiness milestones in one or more areas they had not initially met.</td>
<td>1,855</td>
</tr>
<tr>
<td># Children will <strong>demonstrate gains</strong> in school readiness in terms of social and/or emotional development.</td>
<td>1,145</td>
</tr>
<tr>
<td># Children will <strong>demonstrate gains</strong> in school readiness in terms of literacy skills.</td>
<td>1,245</td>
</tr>
<tr>
<td># Children will <strong>demonstrate gains</strong> in school readiness in terms of numeracy (math) skills.</td>
<td>1,000</td>
</tr>
<tr>
<td>Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, <strong>0 will demonstrate</strong> improved family literacy behaviors.</td>
<td>336</td>
</tr>
</tbody>
</table>
PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT

NEED
Required

EXPECTED RESULTS
Engage Community Volunteers in Service

MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS
Target population is all community members with a particular focus on Parents of the beneficiary children.

Members will recruit volunteers to serve in both ongoing and one-time community project opportunities. Parents of the program beneficiaries make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during instructional sessions to contribute to School Readiness activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase Service Site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days, and support with school readiness activities.

MEASUREMENT TOOLS
Volunteer Log to collect data on # of volunteers recruited for ongoing activities.
Volunteer Log to collect data on # of volunteers recruited for one-time activities.
Volunteer Log to collect data on # of volunteer hours for ongoing activities.
Volunteer Log to collect data on # of volunteer hours for one-time activities.

PERFORMANCE MEASURE TARGETS

<table>
<thead>
<tr>
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<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Volunteers recruited for ongoing activities.</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td># Volunteers recruited for one-time activities.</td>
<td>440</td>
<td>16</td>
</tr>
<tr>
<td># Volunteer hours for ongoing activities.</td>
<td>1,320</td>
<td>52</td>
</tr>
<tr>
<td># Volunteer hours for one-time activities.</td>
<td>880</td>
<td>36</td>
</tr>
</tbody>
</table>
**PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT**

**NEED**

Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.

**EXPECTED RESULT**

*Output (the amount of service provided, people served, products created, or programs developed through planned intervention):*

Members receive the training to provide quality service to the community and to the children that they serve.

*Outcome (the changes or benefits that occur as a result of the intervention):*

Members increase knowledge & skills, gain insight into the community, and experience the power of national service.

**MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS**

PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.

Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars.

National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.

Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.

**MEASUREMENT TOOLS**

Training Log and electronic timesheets to collect data on # of members and # of training hours.

Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year

**PERFORMANCE MEASURE TARGETS**

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<thead>
<tr>
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<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Members that will complete Core Training.</td>
<td>115</td>
<td>4</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>OUTCOME TARGETS</th>
<th>PROGRAM OUTCOME TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Members that will increase knowledge and skills by 10%.</td>
<td>70%</td>
<td>3 members</td>
</tr>
</tbody>
</table>
1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: **Children and Families Commission for San Bernardino County**

2. Subcontractor's D-U-N-S Number: 841114882

3. CFDA Name: AmeriCorps

4. CFDA Number: 94.006

5. The Term of this Contract is: **August 16, 2017 through September 30th, 2018**

6. The maximum amount of this Contract shall not exceed: **$75,460.00**

7. Number of 1,700-hour AmeriCorps members to be enrolled and retained: 4

8. Number of 900-hour AmeriCorps members to be enrolled and retained: 0

9. Last date to enroll 1,700-hour AmeriCorps members: 10/16/2017

10. Last date to enroll 900-hour AmeriCorps members: 2/16/2018

11. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>2017 Terms and Conditions for AmeriCorps State and National Grants (&quot;CNCS Terms &amp; Conditions&quot;), incorporated into this AmeriCorps Contract by reference and obtainable at: <a href="http://www.nationalservice.gov/resources/terms-and-conditions-cnecs-grants">http://www.nationalservice.gov/resources/terms-and-conditions-cnecs-grants</a></td>
</tr>
<tr>
<td>B</td>
<td>45 CFR Chapter XXV, Sections 2520 – 2550 (&quot;45 CFR XXV&quot;), incorporated into this AmeriCorps Contract by reference and obtainable at: <a href="http://www.ecfr.gov/cgi-bin/text-idx?&amp;id=9e5466ae66b0b60241f448502b41433b&amp;mc=true&amp;tpl=ecfrbrowse/Title45/45chapterXXV.tpl">http://www.ecfr.gov/cgi-bin/text-idx?&amp;id=9e5466ae66b0b60241f448502b41433b&amp;mc=true&amp;tpl=ecfrbrowse/Title45/45chapterXXV.tpl</a></td>
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<tr>
<td>C</td>
<td>Terms and Conditions</td>
</tr>
<tr>
<td>D</td>
<td>Match Contribution</td>
</tr>
<tr>
<td>E</td>
<td>Program Scope of Services</td>
</tr>
<tr>
<td>Attachment E-1:</td>
<td>2017/2018 Performance Measures (&quot;Performance Measures&quot;)</td>
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<tr>
<td>Attachment E-2:</td>
<td>2017/2018 AmeriCorps Member Living Allowance Schedule (&quot;Living Allowance Schedule&quot;)</td>
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<tr>
<td>F</td>
<td>California Volunteers Assurances and Certifications</td>
</tr>
</tbody>
</table>

12. Contract Number: **3-CM-5SB-FSB-17-18**

13. Program Year: **2017-2018**

<table>
<thead>
<tr>
<th>Signature</th>
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<tbody>
<tr>
<td><strong>Maxwell Okikhuare, M.D./Chair</strong></td>
<td>8/12/17</td>
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<table>
<thead>
<tr>
<th>Fiscal Contact Name and Title</th>
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<tr>
<td><strong>Debora Dickerson-Gins</strong></td>
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<tr>
<td><strong>Karen E. Scott, Executive Director</strong></td>
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<thead>
<tr>
<th>Address</th>
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<tbody>
<tr>
<td>735 E. Carnegie Drive, Suite 150</td>
<td>San Bernardino, CA 92408-3574</td>
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PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")

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<tr>
<td><strong>Sheela Bodley, President and CEO</strong></td>
<td>8/17/17</td>
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<tbody>
<tr>
<td>4700 Roseville Road, Suite 102</td>
<td>North Highlands, CA 95660</td>
</tr>
<tr>
<td>Subject</td>
<td>Continued Support of Reach Out and Read Initiative for Fiscal Year 2018-2019.</td>
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<tr>
<td>---------</td>
<td>--------------------------------------------------------------------------------</td>
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<tr>
<td>Recommendations</td>
<td>Approve First 5 San Bernardino’s (F5SB) continued support of the Reach Out and Read Initiative in partnership with the American Academy of Pediatrics, California Chapter 2 (AAP-CA2) to provide books for distribution to young children by pediatricians, not to exceed a total of $150,000 for Fiscal Year 2018-2019. (Presenter: Staci Scranton, Supervising Office Assistant, 252-4282)</td>
</tr>
<tr>
<td>Financial Impact</td>
<td>$150,000 for period of July 1, 2018 through June 30, 2019.</td>
</tr>
<tr>
<td>Background Information</td>
<td>Since January 6, 2016, First 5 San Bernardino has collaborated with the American Academy of Pediatrics (AAP) - CA Chapter 2 to build a Reach Out and Read Initiative in San Bernardino County by recruiting pediatricians to adopt and implement the Reach Out and Read program. This program uses the well-child checkups from 6 months to 5 years to connect reading as a vital practice in early development and provides families with books to build home libraries to instill a culture of reading. The child’s pediatrician is “prescribing” that parents read aloud to their children and make reading a priority in their positive development. Reach Out and Read is an evidence-based intervention. Peer-reviewed and published studies show that literacy-promoting interventions by a pediatrician using the Reach Out and Read model have a significant effect on parental behavior and attitudes toward reading aloud. Studies also show that parents who receive books and literacy counseling from their pediatricians are more likely to read to their young children and to bring more books into the home. Reading at grade level by the third grade is one of the greatest predictors of children’s success in school, their likelihood of going to college, and their future earning potential, according to a 2010 study by the Annie E. Casey Foundation. With nearly 60 percent of third graders in San Bernardino County scoring below grade level in reading, F5SB continues to prioritize steps to ensure that parents and caregivers are knowledgeable of and can utilize effective early learning resources in their child’s development. To date, the Commission has allocated $250,000 to purchase books to support 61 pediatricians participating in the Reach Out and Read initiative countywide. Pending Commission approval, F5SB staff recommends the Commission continue their commitment to supporting early literacy in the amount of $150,000 for Fiscal Year 2018-2019. F5SB staff will work with the AAP-CA2 to develop strategies to sustain, strengthen and expand the Reach Out and Read initiative in San Bernardino County. This initiative aligns with the First 5 San Bernardino’s 2015-2020 Strategic Plan. (SPA) 1: Children and Families - Goal 1.2 Early Learning</td>
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</table>
Objective 1.2.c: Parents and caregivers are engaged in children’s learning.

(SPA) 2: Systems and Network - Goal: 2.1 Leadership as a Convener and Partner
Objective 2.1a Systems and services effectively support and engage children, families and communities.

Review

Sophie Akins, Commission Counsel

Report on Action as taken

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Witnessed: