Agenda: Children and Families Commission 07-2020

Meeting date, time, and place
July 1, 2020
2:30 p.m. to 5:00 p.m.

VIDEO
Join Zoom Meeting
https://zoom.us/j/98913180310
Meeting ID: 989 1318 0310

AUDIO (Must dial in to hear and/or speak)
Dial by your location (using call in only)
+1 669 900 6833 US (San Jose)
+Meeting ID: 989 1318 0310

One tap mobile (if using mobile app)
+16699006833,,98913180310# US (San Jose)

First 5 will accept public comments in advance of the meeting by email. Please submit to acalkins@cfc.sbcounty.gov.

Comments will be distributed to the Commission and read into the record at the Public Comment portion of the meeting. If you wish to address a specific agenda item, please identify the item number in your email. In order to ensure timely submission, please submit your comments by 12:00 p.m. on Wednesday, July 1, 2020.

Pledge of Allegiance
Chair or designee will lead the Pledge of Allegiance

SPECIAL PRESENTATIONS
1. New Commissioner – Conwin Porter, County of San Bernardino Interim Public Health Director

2. Footsteps2Brilliance – Presented by Heather Smith, Curriculum Coordinator for PreK-8 grade, San Bernardino County Superintendent of Schools

3. First 5 California Emergency Supplies for Child Care Providers – Presented by James Moses, Deputy Director, Child Care Resource Center

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.
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 and abstain or recuse from that item, as appropriate. A Commission member may not participate in or influence the decision on a contract for which their abstention or recusal has been recorded.

For conflicts requiring recusal, the Commissioner must log out of the Zoom meeting and then log back in after the discussion and vote has taken place on the item for which there is a conflict. For conflicts requiring abstention, a Commissioner should not participate in the vote or discussion but may remain logged into the Zoom meeting.

Report

Legislative Report by Chekesha Gilliam
Government Relations Analyst, County Administrative Office

Executive Director’s Report by Karen E. Scott

Consent Items

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CONSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approve Minutes of June 3, 2020 Commission Meeting.</td>
</tr>
<tr>
<td></td>
<td>(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)</td>
</tr>
<tr>
<td>2</td>
<td>Approve Amendment A8 of CFC SB Policy 04-02 Conflict of Interest Code Appendix B.</td>
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<tr>
<td></td>
<td>(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)</td>
</tr>
<tr>
<td>3</td>
<td>Ratify acceptance of $100,000 Communications Grant by the Office of the California Surgeon General and the California Department of Health Care Services for the Adverse Childhood Experiences Aware Initiative and ratify the execution of a contract by the Executive Director with Aurrera Health Group, LLC.</td>
</tr>
<tr>
<td></td>
<td>(Presenter: Wendy Lee, Psy.D. Staff Analyst II 252-4254)</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Item No.</th>
<th>DISCUSSION</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td>Approve Budget for Fiscal Year 2020-2021 and updates to the Five Year Financial Plan.</td>
</tr>
<tr>
<td></td>
<td>(Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)</td>
</tr>
<tr>
<td>5</td>
<td>Approve allocation of $282,000 per year for three years to support a Child Abuse (Forensic) Pediatrician to serve within the Children’s Assessment Center for a total not to exceed $850,000 for Fiscal Years 2020-21 through 2022-23 and authorize the Executive Director to negotiate an agreement(s) with Loma Linda University under which Loma Linda University will recruit and offer the candidate a position. The resulting agreement(s) will be brought back before the Commission for final approval.</td>
</tr>
<tr>
<td></td>
<td>(Presenter: Karen E. Scott, Executive Director, 252-4252)</td>
</tr>
</tbody>
</table>
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6 Approve Amendment A1 for Contract SI030 with Children’s Network for an increase of $80,000 for Fiscal Year 2020-2021 resulting in a cumulative total of $539,877 to support the Adverse Childhood Experiences Aware Initiative.
(Presenter: Mercedes Logans, Staff Analyst II 252-4261)

7 Approve funds in an amount not to exceed $308,292 and authorize the Executive Director to negotiate an agreement(s) with San Bernardino County Superintendent of Schools for the Comprehensive Footsteps2Brilliance® Early Literacy Programs’ perpetual license and program expansion, under the San Bernardino Countywide Vision2Read literacy initiative, as continued support of the program to improve literacy rates throughout the County. The resulting agreement(s) will be brought back before the Commission for final approval.
(Presenter: Karen E. Scott, Executive Director, 252-4252)

8 Approve Contract IC043 with Matrix Outcomes Model, LLC for $178,610 for Fiscal Years 2020-2023 for assessment, case management and reports.
(Presenter: Alejandro Gutierrez-Chavez, Staff Analyst II, 252-4258)

9 Approve Contract IC042 with EVALCORP for $1,174,650 for Fiscal Years 2020-2023 for program planning, expansion, evaluation, and implementation.
(Presenter: Alejandro Gutierrez-Chavez, Staff Analyst II. 252-4258)

10 Approve acceptance of $5,091,980 in funds awarded through First 5 California and the California Department of Education for the Quality Counts California Local Consortia and Partnerships Grants to support Quality Counts San Bernardino in accordance with the San Bernardino County’s Quality Rating Improvement System Strategic Plan for Fiscal Years 2020-2023 and delegate the authority to the Executive Director or her designee to execute any agreements or documents required to effectuate the receipt of such funds.
(Presenter: Tania Offerrall, Staff Analyst II, 252-4262)

11 Approve the following Quality Rating Improvement System contracts for implementation of Quality Start San Bernardino for Fiscal Years 2020-2023:
   a. San Bernardino County Superintendent of Schools, Contract EC038 for $766,854 for administrative services and ratings; and
   b. Child Care Resource Center, Contract EC039 for $4,995,912 for outreach & enrollment, coordination of quality improvement services, program evaluation and professional development; and
   c. University Enterprise Corporation/California State University, San Bernardino, Contract EC040 for $1,394,155 to enhance higher education opportunities in early care and education and conduct site assessments.
(Presenter: Tania Offerrall, Staff Analyst II, 252-4262)

12 Approve Amendment A2 to Contract IC030 with VIVA Strategy + Communications for $200,000 for Fiscal Year 2020-2021 for a cumulative total of $1,244,660 for Fiscal Years 2016-2021 for strategic consultation services to support implementation of the County’s Quality Rating Improvement System.
(Presenter: Tania Offerrall, Staff Analyst II, 252-4262)

13 Approve Amendment A1 to Contract EC037 with American Academy of Pediatrics, District IX, Chapter 2 for $361,775 for a cumulative total not to exceed $723,550 for Fiscal Year 2020-2021 for the Reach Out and Read Initiative to enlist pediatricians to connect reading as a vital practice in early development utilizing well-child checkups in children from 6 months to five years of age.
(Presenter: Ronnie Robinson, Section Manager - Systems & Impact, 252-4255)

14 Approve Amendment A1 to Contract SI032 with Inland Empire Breastfeeding Coalition for $85,544 for a cumulative total not to exceed $129,324 for Fiscal Year 2020-2021 to expand current evidence-based education interventions addressing the problem of low breastfeeding rates in the Inland Empire.
(Presenter: Ronnie Robinson, Section Manager - Systems & Impact, 252-4255)

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<table>
<thead>
<tr>
<th>Item No.</th>
<th>INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Information Items.</td>
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</table>

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."

Commissioner Roundtable

Open to comments by the Commissioners.

Next Meeting at First 5 San Bernardino

Wednesday, August 5, 2020
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>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>N/A</td>
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<td>3</td>
<td>Aurrera Health Group</td>
<td>Jenifer Ryan Executive Vice President</td>
<td>N/A</td>
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<td>4</td>
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<tr>
<td>6</td>
<td>County of San Bernardino Children’s Network</td>
<td>Curt Hagman, Chairman Board of Supervisors</td>
<td>Janki Patel Network Officer</td>
<td>CaSonya Thomas</td>
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<td>7</td>
<td>N/A</td>
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<tr>
<td>8</td>
<td>Matrix Outcomes Model, LLC</td>
<td>Jerry Endres Project Director</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>9</td>
<td>EVALCORP</td>
<td>Dr. Kristen Donovan President and Principal Consultant</td>
<td>N/A</td>
<td>N/A</td>
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<td>10</td>
<td>N/A</td>
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<tr>
<td>11a</td>
<td>San Bernardino County Superintendent of Schools</td>
<td>Rich DeNava Assistant Superintendent</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>11b</td>
<td>Child Care Resource Center, Inc.</td>
<td>Dr. Michael Olenick President and CEO</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>11c</td>
<td>University Enterprise Corporation/California State University, San Bernardino</td>
<td>Dr. Dorota Huizinga Associate Provost for Academic Research and Dean of Graduate Studies</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>12</td>
<td>VIVA Strategy + Communications</td>
<td>Nicole O. Tanner Managing Partner</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>13</td>
<td>American Academy of Pediatrics, District IX, Chapter 2</td>
<td>Tomas Torices, M.D. Executive Director</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>14</td>
<td>Inland Empire Breastfeeding Coalition</td>
<td>Tamika Simpson, MPH, IBCLC, CHES</td>
<td>N/A</td>
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</table>
Minutes: Children and Families Commission Meeting

Meeting Date and Location
June 3, 2020
3:30 p.m. to 5:00 p.m.

This meeting utilized the “ZOOM” conferencing platform pursuant to the provisions of the Governor’s Executive Order N-29-20 dated March 17, 2020, which suspends certain requirements of the Ralph M. Brown Act.

Zoom Meeting
https://zoom.us/j/91524687409?pwd=UHlKYzZ5cFZrdU1JaDFFa0pjUVRiZz09
Meeting ID: 915 2468 7409
Password: 048675

Pledge of Allegiance
The Pledge of Allegiance was led by Chair Thomas.

SPECIAL PRESENTATION
Footsteps to Brilliance was pulled from the agenda. Scheduled for presentation at the July Commission Meeting.

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Attendees

Commissioners Present
- Jorge E. Escalante
- Margaret Hill
- Gary Ovitt
- CaSonya Thomas
- Elliot Weinstein, M.D.

Staff Present
- Karen Scott, Executive Director
- Ann Calkins, Executive Assistant
- Traci Homan, Business Support Manager
Changes to the Agenda

The “Footsteps to Brilliance” special presentation and its related agenda item number 7 are pulled from today’s agenda.

The presentation and agenda item are scheduled for the July Commission Meeting.

There is a name correction to Agenda Item 5D – should read “Moses House Ministries” not Ministry.

Report – Executive Director, Karen Scott

Kudos to the outstanding First 5 staff!
The First 5 staff (the majority of whom have been telecommuting during this pandemic) have been diligently working to keep our operations flowing smoothly and staying in contact with our contractors and their needs. Thank you all for your efforts.

ACEs Aware Finalist Notification
First 5 San Bernardino has been selected as a finalist for the Communications and Convenings grants.

As a next step, all finalists are asked to submit a brief “Scope of Work” (SOW) outlining how they will execute the proposed grant activities, including any needed updates to reflect the context of the COVID-19 emergency. This will likely include shifting from in-person to virtual activities and/or adjusting timelines. Due to the COVID-19 emergency, Californians are experiencing increased levels of stress. That stress, combined with disruptions to accessing care and health maintenance activities, will acutely affect the health and well-being of Californians in the weeks, months, and years ahead. The ACEs Aware initiative is a vital part of the Medi-Cal program’s response to the COVID-19 emergency, helping providers identify, prevent, and treat these secondary health effects.

The grant awards are $100,000 for the Communications grant and $200,000 for the Convenings grant.

Janki Patel, Network Officer for Children’s Network, and Dr. Wendy Lee, Staff Analyst II from First 5 San Bernardino are crafting the scope of work.

Once final awards are determined in June, we will revisit how to best support everyone with moving forward.

Flavored Tobacco products (SB793)
For those of you familiar with the proposal, the First 5 Association Policy Committee and Network has voted in support of the bill (SB 793 (Hill)) legislation that will ban the sale of flavored tobacco products. This measure will help limit the number of youth obtaining and using tobacco products, which has significantly accelerated in recent years.

Nicotine-Based Vape Tax
We have been working with First 5 CA and the First 5 Association in advocating to protect Prop 10 funding with the Vape Tax. First 5s are completely funded by a 50-
cent per pack of cigarettes tax, and a 14.8 percent equivalency tax on other tobacco product, including e-cigarettes.

First 5 funds have declined by 50% since approved by voters in 1998 and 20% since Prop 56 was implemented in 2017. Exclusion from the new vaping tax will perpetuate First 5’s fiscal uncertainty, which will be critical for families now and for our economic recovery ahead. First 5s are concerned about the precedent the proposed new tax sets in bypassing the voter-approved tax structure. It could allow any future administration or legislature to carve out funding for programs without considering the voter-approved tax structures.

Although we support the Vaping Tax as a means to ensure that young children are not vaping, the proposed nicotine-based vaping tax, threatens to further reduce funding to our critical infrastructure. To protect our important programs we request that the State apply the current cigarette tax revenue disbursement structure to vaping products, ensuring 14.8% of funding goes to Prop 10 and include backfill to be calculated on the new tax to mitigate revenue loss under higher taxes.

Partners like CSAC have submitted letters of support for First 5 and Prop 10. Margot Grant Gould, Policy Director for First 5 Association arranged a ZOOM call with Senator Connie Leyva to garner her support for San Bernardino County. Margot, Dr. Marti Baum and myself talked with the Senator on May 22nd where we shared the long-term implications on First 5 San Bernardino, if our concerns go unaddressed, understanding that these are unprecedented budget times.

We talked about the precedence concerns for establishing a new revenue distribution structure versus what is already in place and voted on with Prop 10 and the concerns around accelerated budget reductions for First 5s.

Senator Leyva agreed to support us and take this issue of funding decline to the Women’s Caucus and other legislators.

First 5s across the State submitted letters to the Senate Budget Subcommittee and the Assembly Budget Subcommittee asking the committees to approve the Nicotine-Based Tax Proposal, if, and only if, the proposal considered early childhood development and the existing tobacco tax structures on vaping products.

Shout out to our hometown champion, Megan Meadors, Vice President of the Inland Empire Community Collaborative (IECC), who led an advocacy effort regarding the Vape Tax and invited our Family and Community Partnership (FCSP) funded partners to submit letters of support to the Assembly and Senate Subcommittees. Great partnership and excellent service to help us extend our SB County voice to make a difference for kids.

**First 5 Association’s May Revise Analysis**

Responding to the dramatic economic and revenue changes since January when prudent fiscal management was reflected in a multi-year balanced budget plan with a $5.6 billion surplus and record reserve levels, Governor Newsom must now address a $54.3 billion shortfall. The Governor proposes achieving a balanced budget by pulling back “enhancements” — proposals on the January budget that the state no longer has the capacity to do — and using more than $17 billion of reserves and federal funding, borrowing or deferring other money and creating $4.4 billion in new revenue.
The budget will show that the most painful cuts, $14 billion in budget reductions across all service areas, will only be triggered if the federal government does not pass an aid package that helps states and local governments.

The First 5 Association and Network will be engaging our Policy Committee on the May Revise and seeking guidance on the key places to focus on our advocacy work for the next few weeks until the budget is finalized. We also anticipate the need to step up our federal advocacy to encourage further federal stimulus to support state and local government from horrific budget cuts.

Under Sustainability and Scale, as stated earlier, we are very concerned about the Vaping Tax that aims to offset Medi-Cal expenses, combat illicit vaping sales, and fund positions at CDTFA to oversee the new tax. Revenues from the new tax are estimated to be $33 million in 2020-21, will be deposited into a new special fund, and will be used to increase enforcement and to offset Medi-Cal costs.

On Friday, May 29th, the Senate Budget Committee adopted their version of the budget, taking a much different approach from the Governor’s May Revise. Notably, they are extending the trigger cuts to October 1, 2020 to see if federal funding materializes. The Senate Committee’s actions included “deferring” the Nicotine-Based Vaping Tax discussions.

**Quality Early Learning**
California received $350.3 million through the federal CARES Act (CCDBG funding) for COVID-19 related childcare activities.

We are pleased to see the $350 million in federal dollars allocated to the field. We advocated for this during First 5 Advocacy Day, and we know these funds will be essential moving forward to increase access. We are concerned about the use of these funds to backfill the $100 million in emergency expenditures from SB 89, the family fees, and provider payment protection.

**Child Care & Preschool**
The Newsom administration stated their commitment to work towards their universal preschool goals; however, budget realities are curbing these plans.

First 5s understand that the Workforce Development funding and the ECE Facilities monies, which sit unallocated at CDE, are likely to be swept. If they are, it is our goal to ensure that these funds support essential childcare infrastructure to re-open and remain safe for providers and families. IMPACT 2020 may be a larger backbone to workforce development support than initially designed. With this being the case, First 5 Association and First 5 CA are interested to hear how our commissions are positioning ourselves to support the ECE workforce at this time.

The 10% reduction to the State Reimbursement Rate (SRR) and Regional Market Rate (RMR) would significantly upend the field. The field will be pushing back on the proposed rate reduction. Childcare is essential to economic recovery, and now is not the time to reduce rates for a field that is already struggling to keep their doors open.

**Child Care being Transferred to the Department of Social Services**
The Department of Early Childhood Development is on hold; however, the May Revise proposes to move childcare programs to the Department of Social Services. CSPP would still stay at California Department of Education. The argument is that all
childcare programs being within a single department in state government will ease the administration of collective bargaining commencing later this year. The May Revision maintains $2 million General Fund in 2020-21 to support this transition.

**Comprehensive Health & Development**

The trigger for Developmental Screening Rates and other Prop 56 Supplemental Payments is of concern. The May Revise proposes to cancel the supplemental payments for physicians, dental, family health services, developmental screenings, and non-emergency medical transportation, value-based payments, and loan repayments for physicians and dentists. We are very concerned about the potential reductions to the developmental screening reimbursement rate through Prop 56. Children have fewer eyes on them now more than ever, meaning developmental delays are more likely to go undetected.

We are disheartened to see that the CalWORKs Home Visiting and CA Home Visiting Programs are slated for cuts. These are exceptionally stressful times for families, and now more than ever, we need to support them. The State has invested $248 million to date in the CalWORKs Home Visiting program since FY 18-19. We are trying to assess how the $30 million in reductions will harm this program moving forward.

With fewer jobs available and demand for childcare, we suspect that CalWORKs childcare stages may implement more exemption for families around welfare-to-work requirements. Similar measures were taken during the Great Recession.

**Senate package of May 29**

Unlike the May Revise, the Senate budget starts with the premise that the state will receive federal funding. Should these funds not materialize, trigger cuts will be made by October 1, 2020.

The Senate package includes:

- Rejection of the 10% cut to childcare reimbursement rates (NOT subject to Senate trigger).

- Approve elimination of $363 million from Workforce Development and ECE Facilities monies; and divert $300 million in full-day kindergarten facilities to General Fund.

- Rejection of the $1.2 billion to Prop 56 supplemental payments, including developmental screening provider payments (subject to Senate trigger).

- Approve $30 million reduction to CalWORKs Home Visiting Program, but include language to ensure this will not affect current caseload, only future participation.

**First 5 CA Emergency Funding**

On April 13th, the First 5 CA Commission met and approved $4 Million in Emergency Funding for child care providers in response to the COVID-19 Pandemic.

The Commission, acting on the urgent nature of the COVID-19 pandemic, approved up to $4 million to support the acquisition and distribution of county-identified essential supplies for babies and young children, in addition to much-needed sanitation items. Although First 5 San Bernardino applied to receive these materials (our allotment) for our County, James Moses, with Child Care Resource Center, is
actually doing the heavy lifting, overseeing the acquisition and distribution to our providers. A big thank you to James and First 5 CA.

Approved Minutes of May 6, 2020 Commission Meeting.
(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Motion by Commissioner Hill and seconded by Commissioner Ovitt to approve the Consent Item.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Commissioner Escalante: Aye
Commissioner Hill: Aye
Commissioner Ovitt: Aye
Commissioner Weinstein: Aye

With Commissioner Gonzales absent and without further comment or objection, motion carried.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DISCUSSION</th>
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<tbody>
<tr>
<td>2</td>
<td>Approve Amendment A2 for Contract EC033 with Child Care Resource Center increasing the amount for Fiscal Year 2019-20 by $40,000 to $2,108,827 for Fiscal Year 2019-2020, resulting in a cumulative total of $3,910,644 for Fiscal Years 2018-2020 for coordination of quality improvement services. (Presenter: Tania Offerrall, Staff Analyst II, 252-4262)</td>
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<tr>
<td></td>
<td>Discussion None</td>
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<td>Public Comment None</td>
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<tr>
<td>3</td>
<td>Conduct Public Hearing on California Children and Families Commission Annual Report for Fiscal Year 2018-2019. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)</td>
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<td></td>
<td>Public Hearing conducted. No comments received.</td>
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B. Approve Strategic Plan 2020-2023 for Children and Families Commission for San Bernardino County.

(Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)

Public hearing conducted. No comments received.

A motion to approve the Strategic Plan was made by Commissioner Ovitt and seconded by Commissioner Escalante.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Commissioner Escalante: Aye
Commissioner Hill: Aye
Commissioner Ovitt: Aye
Commissioner Weinstein: Aye

With Commissioner Gonzales absent and without further comment or objection, motion carried.

5 Approve the Family and Community Support Partnerships – Expansion Children and Families-Systems and Networks Contracts for a cumulative total of $11,508,506 for Fiscal Years 2020-2023 with the following:

A. Bear Valley Community Hospital District, Contract FS078 for $2,306,569
B. Chino Valley Unified School District, Contract FS079 for $611,546
C. El Sol Neighborhood Education Center, Contract FS080 for $1,540,922
D. Moses House Ministry, Contract FS081 for $2,606,076
E. Reach Out, Contract FS082 for $2,447,010
F. Walden Family Services, Contract FS083 for $1,996,383

(Presenter: Karen E. Scott, Executive Director, 252-4252)

Discussion
None

Public Comment
None

Motion made by Commissioner Hill and seconded by Commissioner Escalante to approve Item 5.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Commissioner Escalante: Aye
Commissioner Hill: Aye
Commissioner Ovitt: Aye
Commissioner Weinstein: Aye

With Commissioner Gonzales absent and without further comment or objection, motion carried.
6  Discuss and authorize development of an Emergency Response Plan to address unique unmet needs for children and families in a declared emergency such as the COVID-19 crisis.
(Presenter: Karen E. Scott, Executive Director, 252-4252)

**Discussion**
None

**Public Comment**
None

Motion made by Commissioner Hill and seconded by Commissioner Weinstein to approve Item 6.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Commissioner Escalante: Aye
Commissioner Hill: Aye
Commissioner Ovitt: Aye
Commissioner Weinstein: Aye

With Commissioner Gonzales absent and without further comment or objection, motion carried.

7  Approve investment in, and authorize financial agreement for, the Comprehensive Footsteps2Brilliance® Early Literacy Programs’ perpetual license and program expansion, with the San Bernardino County Superintendent of Schools, under the San Bernardino Countywide Vision2Read literacy initiative, in an amount not to exceed $308,292, as continued support of the program to improve literacy rates throughout the County.
(Presenter: Karen E. Scott, Executive Director, 252-4252)

*Item pulled from agenda. To be presented at the July Commission meeting.*

### Item No. | INFORMATION
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8 | Receive Help Me Grow Inland Empire Progress Update.  
(Presenter: Ronnie Robinson, Section Manager-Systems/Communication, 252-4255)

**Public Comment**
None

**Commissioner Roundtable**
No other comments received at this time.

**Adjournment**
Chair Thomas adjourned the meeting at 4:57 p.m.
Next meeting

Wednesday, July 1, 2020 - 3:30 p.m. to 5:00 p.m.

Attest

CaSonya Thomas, Chair

Ann M. Calkins, Commission Secretary
AGENDA ITEM 2  
July 1, 2020

Subject  
Conflict of Interest CFC SB Policy 04-02 A8

Recommendations  
Approve Amendment A8 of CFC SB Policy 04-02 Conflict of Interest Code Appendix B.  
(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Financial Impact  
None

Background Information  
The Political Reform Act requires every local government agency to review its conflict of interest code no later than October 1 of each even-numbered year. The amended code must be forwarded to the Board of Supervisors for approval within 90 days of filing the biennial notice. After a recent review of the Commission adopted Conflict of Interest Code, it was determined that the code should be revised to update changes in job titles.

Approval of the attached Designated Officers and Employee list known as Appendix B aligns the office and employee titles with the County of San Bernardino’s Human Resources job classification.

Review  
Sophie Akins, Commission Counsel

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Report on Action as taken

Action:

Moved: 
Second: 

In Favor:

Opposed:

Abstained:

Comments: 

Witnessed: 15 15
CONFLICT OF INTEREST CODE

PURPOSE

The purpose of this policy is to require compliance with all applicable State conflict of interest laws and applicable County conflict of interest requirements.

POLICY

The Political Reform Act, Government Code section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A and Appendix B in which members and employees of the Children and Families Commission for San Bernardino County (hereinafter referred to as “the Commission”) are designated and disclosure categories are set forth, constitute the conflict of interest code of the Commission.

Members of the Commission and designated employees shall file statements of economic interests with the office which will make the statements available for public inspection and reproduction (Government Code section 81008). Statements for all members of the Commission and designated employees will be retained by the Commission’s Executive Director.

Appendix A – Disclosure Categories
Appendix B – Designated Officers and Employees
Disclosure Categories

1

Designated employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the Commission.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The executive officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The executive officer’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.
<table>
<thead>
<tr>
<th>Designated Officers and Employees</th>
<th>Administrative/Executive - Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Commission Members</td>
</tr>
<tr>
<td>2.</td>
<td>Commission Executive Director</td>
</tr>
<tr>
<td>3.</td>
<td>Cont CFC Assistant Director</td>
</tr>
<tr>
<td></td>
<td>(formerly “Operations Manager”)</td>
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<tr>
<td>4.</td>
<td>Cont CFC Chief Financial Officer</td>
</tr>
<tr>
<td></td>
<td>Deputy Director of Finance (formerly</td>
</tr>
<tr>
<td></td>
<td>“Administrative Supervisor II”)</td>
</tr>
<tr>
<td>5.</td>
<td>Cont CFC Deputy Director of Systems</td>
</tr>
<tr>
<td></td>
<td>and Impact (formerly “Program</td>
</tr>
<tr>
<td></td>
<td>Supervisor”)</td>
</tr>
<tr>
<td>6.</td>
<td>Cont CFC Staff Analyst II</td>
</tr>
<tr>
<td>7.</td>
<td>Cont CFC Media Specialist II</td>
</tr>
<tr>
<td>8.</td>
<td>Consultants</td>
</tr>
<tr>
<td>9.</td>
<td>Cont CFC Accountant II</td>
</tr>
<tr>
<td>10.</td>
<td>Cont CFC Accountant III</td>
</tr>
<tr>
<td>Subject</td>
<td>Adverse Childhood Experiences Aware Medi-Cal Provider Communications Grant</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Recommendation</td>
<td>Ratify acceptance of $100,000 Communications Grant by the Office of the California Surgeon General and the California Department of Health Care Services for the Adverse Childhood Experiences Aware Initiative and ratify the execution of a contract by the Executive Director with Aurrera Health Group, LLC. (Presenter: Wendy Lee, Psy.D. Staff Analyst II 252-4254)</td>
</tr>
<tr>
<td>Financial Impact</td>
<td>Additional revenue of $100,000.</td>
</tr>
</tbody>
</table>
| Background Information | Adverse Childhood Experiences (ACEs) and toxic stress represent a public health crisis. A consensus of scientific research demonstrates that cumulative adversity, especially when experienced during childhood development, is a root cause of some of the most severe, persistent, and expensive health challenges facing the state and the nation. Under the Legislature’s approval and California Governor Gavin Newsom’s signature enacting the state’s 2019-20 budget, the and the the Office of the California Surgeon General (CA-OSG) have launched ACEs Aware, a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for ACEs. This opportunity allows First 5 San Bernardino to serve as the lead agency with ACEs aware, trauma-informed, resilience-based organizations and subject matter experts to collaborate and partner in the planning and implementation of strategies to support the State’s ACEs Aware Initiative in San Bernardino County. F5SB submitted six proposals on February 10, 2020, for a combined total of $1,041,988.  
- Two Provider Training: Supplemental Applications  
- Two Provider Engagement Grants  
- One Communications Grant  
- One Convenings Grant  
On May 21, 2020, F5SB was selected as a finalist for the Communications and Convenings grant(s). The final award was dependent upon the submittal of an updated “Scope of Work” (SOW) responding to COVID-19 pandemic restrictions. F5SB staff recommends collaborating with Children’s Network (CN) and the San Bernardino Medical Society (SBCMS). CN has expertise in communication and convening, and SBCMS has a vast membership of Medi-Cal provider serving the target population for the ACEs Aware Initiative and are integral partners in this grant.
contributing to the bulk of the deliverables for the contract.

On June 9, 2020, F5SB received an ACEs Aware Communication grant for $100,000 for Fiscal Year 2020-2021 (pending California State Budget Approval June 26, 2020).

The grant requires the execution of a contract with Aurrera Health Group, LLC, under which F5SB is required to provide certain services, as the Grantee to Aurrera Health Group, LLC on behalf of the California Department of Health Care Services, as described in the scope of work. The contract period began June 30, 2020 and concludes on June 29, 2021. A signed copy of the contract was required to be submitted by F5SB no later than June 26, 2020. Due to state fiscal year deadlines, contracts cannot be executed after June 26, 2020. Because of the time constraints involved in executing the contract with Aurrera Health Group, LLC, to accept these funds, the Executive Director signed the contract, which is now submitted to the Commission for ratification.

The ACEs Aware Communication project will reach San Bernardino County Medi-Cal providers and community organizations that serve Medi-Cal families to increase understanding about the positive impact of ACEs aware, TIC, screening, treatment, public health, and resiliency.

Approval of this item supports the Child Health Strategic Priority Area in the Commission’s Strategic Plan through the following Investment Area:

• **System-Level Efforts**: Collaboration, Community Capacity Building, workforce.

• **Supportive Strategies**: Communications, Countywide Collaboration, Statewide/First 5 Network Efforts, Research & Evaluation, Policy.

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**Report on Action as taken**

**Action:**

**Moved:**

**Second:**

**In Favor:**

**Opposed:**

**Abstained:**

**Comments:**

**Witnessed:**

Sophie Akins, Commission Counsel
Aurrera Health Group Grantee Services Agreement

This is an agreement ("Agreement") by and between Aurrera Health Group, LLC, located at 1400 K Street, Suite 204, Sacramento, CA 95814, and First 5 San Bernardino County ("Grantee"), located at 735 E. Carnegie Drive, San Bernardino, CA 92408, that provides for the provision of certain services by Grantee to Aurrera Health Group on behalf of the California Department of Health Care Services, as described in the attached scope of work, under the terms and conditions set forth below.

Background

California Governor Gavin Newsom, in his first state budget (FY 2019-20), proposed a Medi-Cal supplemental payment for providers to screen both pediatric and adult beneficiaries for trauma using specified screening tools. As the state budget process moved forward, the Governor proposed additional resources specifically targeted at providing health care providers with training and technical assistance to better equip practicing physicians as they worked with patients that have been exposed to significant trauma or have health effects related to trauma exposure. Pursuant to the Legislature’s approval and Governor’s signature enacting the state’s 2019-20 budget, the Department of Health Care Services ("DHCS") and the Office of the California Surgeon General have launched “ACES Aware,” a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for adverse childhood experiences ("ACEs"). DHCS has contracted with Aurrera Health Group to help develop and implement a provider training program ("Training Program") for providers to qualify to earn supplemental payments for conducting screening for ACEs. Under the contract, Aurrera Health Group is authorized and directed to contract with other entities to help develop and promote the Training Program.

Terms of Agreement

   The effective date of this contract shall begin on June 30, 2020 and conclude on June 29, 2021. Any extension of these contract terms must be expressly approved by Aurrera Health Group.
2. **Scope of Work**
   The specific services Grantee will provide are set forth in the Scope of Work (“SOW”) attached as Exhibit A.

3. **Grant Award**
   The total grant award for this contract is $100,000. The grant budget is to be broken out accordingly:
   - Communications - $100,000

4. **Payment and Invoicing**
   Grantee shall submit monthly invoices by the 15th of the following month that includes a description of services performed and number of hours worked. Expenses for grant activities must also be itemized on a monthly basis. For services satisfactorily rendered, and upon receipt and approval of the invoices, Aurrera Health Group agrees to compensate the Grantee in accordance with Exhibit B. Payments shall be made within thirty (30) calendar days of receipt of an invoice that is approved and undisputed by Aurrera Health Group.

   Invoices and all supporting documentation shall be submitted via the Zengine grantee database program. All payment inquiries may be made to the attention of Jim DeArman, Director of Finance, Aurrera Health Group via email to jim@aurrerahealth.com.

5. **Materials Produced Through this Agreement.**
   Aurrera Health Group gives permission to Grantee to use, reproduce, and disseminate the materials produced through this Agreement, as long as the ACEs Aware grantee logo is included on the materials. Grantee also agrees to post the ACEs Aware logo on its website to indicate their participation in the grant program. If updates are necessary to the materials produced, all changes must be approved by Aurrera Health Group before being finalized. Any requests for changes must be submitted at least fourteen calendar (14) days before the materials are intended to be used to allow time for review and approval of any materials.

   Additionally, all materials will be given free of charge to, and free of access for, any Medi-Cal provider and Grantee will not issue any charges or fees to others requesting the
Ownership of Intellectual Property
DHCS will own any materials produced through this contract and any materials produced through this contract shall include DHCS’s notice of copyright. However, DHCS gives permission to the Grantee to use, reproduce, and disseminate the materials produced through this contract. If updates are necessary to the materials produced, all changes must be approved by DHCS before being finalized. DHCS requests that any requests for changes be submitted to DHCS at least fourteen (14) days before the materials are intended to be used to allow DHCS time to review and approve any materials. Additionally, any materials produced will be free to access by any Medi-Cal provider and any charges or fees associated with the materials charged to others, must be approved by DHCS.

6. Confidentiality

a. Definition of Confidential Information

“Confidential Information” means (a) any technical and non-technical information related to Aurrera Health Group’s business and current, future and proposed products and services of Aurrera Health Group, including for example and without limitation, Aurrera Health Group innovations, Aurrera Health Group property, and information concerning research, policy development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as “Confidential” or “Proprietary;” and (b) any information that Aurrera Health Group has received from others that may be made known to Grantee that the Grantee is obligated to treat as confidential or proprietary, whether or not marked as “Confidential” or “Proprietary.”

b. Nondisclosure and Nonuse Obligations

Except as permitted in this Section, Grantee will not (a) use any Confidential Information; or (b) disseminate or in any way disclose the Confidential Information to any person, company, business or governmental agency or department. Grantee
may use the Confidential Information solely to perform project assignment(s) for
the benefit of Aurrera Health Group. Grantee shall treat all Confidential Information
with the same degree of care as Grantee accords to Grantee’s own confidential
information, but in no case shall Grantee use less than reasonable care. Grantee
shall assist Aurrera Health Group in remedying any unauthorized use or
disclosure of the Confidential Information. Grantee agrees not to communicate any
information to Aurrera Health Group in violation of the proprietary rights of any
third party.

c. Exclusions from Nondisclosure and Nonuse Obligations

Grantee’s obligations do not apply to any Confidential Information that Grantee can
demonstrate (a) was in the public domain at or subsequent to the time the
Confidential Information was communicated to Grantee by Aurrera Health Group
through no fault of Grantee; (b) was rightfully in Grantee’s possession free of any
obligation of confidence at or subsequent to the time the Confidential Information
was communicated to Grantee by Aurrera Health Group; or (c) was independently
developed by Grantees of Grantee without use of, or reference to, any Confidential
Information communicated to Grantee by Aurrera Health Group. A disclosure of any
Confidential Information by Grantee (a) in response to a valid order by a court or
other governmental body; or (b) as otherwise required by law will not be
considered to be a breach of this Agreement or a waiver of confidentiality for other
purposes; provided, however, that Grantee provides prompt prior written notice
thereof to Aurrera Health Group to enable Aurrera Health Group to seek a
protective order or otherwise prevent the disclosure.

7. Amendment Process

Should either party, during the term of this Agreement, desire a change or amendment to
the terms of this Agreement, such changes or amendments shall be proposed in writing to
the other party, who will respond in writing as to whether the proposed
changes/amendments are accepted or rejected. If accepted and after negotiations are
concluded, the agreed upon changes shall not be considered binding on either party until it
is formally approved in writing by the both parties.
8. **Assignment**
Grantee may not assign this Agreement, in whole or in part, without the express written consent of Aurrera Health Group.

9. **Noninterference with Business**
Grantee agrees that during the Contract Period of this agreement they will not, either directly or indirectly, solicit, induce, recruit, or encourage any of Aurrera Health Group’s employees to leave their employment with the Company, or Grantees to stop doing business with the Company. In the event Grantee hires any of Company’s employees or retains any of their Grantees, Grantee agrees to enforce the confidentiality provisions set forth herein as it relates to that employee or Grantee.

10. **Insurance Requirements**
Grantee shall comply with the following insurance requirements:

   a. **Commercial General Liability**

      The Grantee must provide to Aurrera Health Group a certificate of insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Grantee. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee’s limit of liability.

11. **Certificate of Insurance**
The certificate of insurance must identify the Agreement number for which the certificate of insurance applies and include the following provisions:

   a. The insurer shall not cancel the insured’s coverage without giving 30 days prior written notice to Aurrera Health Group.

   b. The State of California, its officers, agents, employees, and servants are...
included as additional insureds, but only with respect to work performed for the State of California under this Agreement. This includes Aurrera Health Group as an agent of the state for purposes of this Agreement.

12. Insurance Effective During Entire Term
The Grantee agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Grantee agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. DHCS may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

13. Costs of Insurance
Neither DHCS nor Aurrera Health Group will be responsible for any premiums, deductibles, or assessments on the insurance policy.

14. Independent Grantee
Grantee, and the agents and employees of the Grantee, shall act in an independent capacity and not as an employee or agent of Aurrera Health Group or DHCS.

15. Indemnification
Grantee agrees to indemnify, defend, and save harmless Aurrera Health Group, as well as the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, subgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

16. Compliance with Law
The Grantee shall comply with all California and federal law, regulations and published guidelines, to the extent that these authorities contain requirements applicable to Grantee’s performance under this Agreement.
17. **Federal Equal Opportunity Requirements.**

The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

18. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

19. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

23. The Grantee will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by DHCS, the Grantee may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

24. Record Retention
   a. The Grantee shall retain all financial records, supporting documents, statistical records, and all other records in accordance with 45 CFR section 75.361.
   b. Aurrera Health Group and DHCS have the right to access any documents, papers, or other records of the Grantee which are pertinent to the Agreement, for the purpose of performing audits, examinations, excerpts and transcripts. The right to access records also includes timely and reasonable access to the Grantee’s personnel for the purpose of interview and discussion related to the requested documents.
   c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Grantee.

25. Monitoring and Audits
   a. The Grantee shall be subject to monitoring by Aurrera Health Group for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection and audit of the services provided by the Grantee under this Agreement, as well as the Grantee’s files, management procedures, books, and records, as Aurrera Health Group deems appropriate. Aurrera Health Group may conduct monitoring activities at any time during the Grantee’s normal business hours.
   b. The refusal of the Grantee to permit access to its physical facilities or inspection
of any documents, files, books, or records necessary for Aurrera Health Group to complete its monitoring and auditing activities constitutes an express and immediate material breach of this Agreement and will be a sufficient basis for Aurrera Health Group to terminate the Agreement for cause.

c. Grantee is also required to meet quarterly, mid-point, and annual reporting requirements as outlined in Appendix C.

26. **Governing Law; Forum**  
The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Sacramento, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Sacramento, California, such personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys’ fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

27. **Compliance with Laws**  
Each party hereto shall comply with all applicable laws, statutes, regulations, permits, licenses, certificates, judgments, orders, awards, other decisions or requirements of any arbitrator, court, government or governmental agency or instrumentality.

28. **Waiver; Modification**  
If the Company waives any term, provision or Grantee’s breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Grantee. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.
29. **Severability**
   If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

30. **Entire Agreement**
    This Agreement, including all exhibits attached hereto, constitutes the final and exclusive agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.

31. **Cancellation / Termination**
    This Agreement may be cancelled by either party without cause upon 30 calendar days advance written notice to the other party, or immediately for cause, which shall mean failure to meet the terms, conditions, or responsibilities of this Agreement. Upon receipt of a notice of termination or cancellation, the Grantee shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs. In the event of early termination or cancellation, the Grantee shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

32. **Avoidance of Conflicts of Interest by Company**
    DHCS intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
33. **Litigation Notification**

Each party shall immediately notify the other party of any communication, notice or other action of which such party becomes aware that may in any way affect the parties' rights and obligations hereunder, or of any other formal or informal action, notice or communication from any governmental body, regulatory or other person or entity relating to this Agreement.

34. **Applicable law and Arbitration**

a. **Application of law:** This agreement shall be governed by the laws of the state of California, USA.

b. **Arbitration:** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.
IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver these presents as of the day and year first written above.

By: [Signature]  Date: 06/23/2020

Authorized Grantee Signature

Name: Karen E. Scott  Title: Executive Director

By: [Signature]  Date: 06/23/2020

Aurrera Health Group Signature

Name: Jennifer Ryan  Title: Executive Vice President
Appendix A

Scope of Work

First 5 San Bernardino ACEs Aware communication plan will continue to engage Medi-Cal Providers and community organization partners on designing the communication content. The ACEs communication content will incorporate the science of ACEs, Trauma-Informed Care, Trauma-Informed Response, Resilience, and Relational Health that is in alignment with the messaging of CA-OSG and CA-DHCS. The communication contract strategies and adjustments will shift toward virtual and digital platforms.

In response to the COVID-19 pandemic restrictions, First 5 San Bernardino considers communication adjustments in favor of digital PSAs that will be accessed by the public on their various mobile devices and television.

The Scope of Work approach due to COVID-19, The First 5 San Bernardino (F5SB) ACEs Aware Communication Grant seeks to make four (4) adjustments to the proposed budgeted project areas:

1. **Cancel NCM Theatrer ads and Geofencing $20,000**: Replace with Spectrum Reach Digital/Streaming Advertising between July-June of advertising 30-second PSAs throughout San Bernardino County on various on-demand and video streaming services. This reach will target not only Medi-Cal Providers but also patients, future providers, and a broader range of the community.

2. **Due to the decrease in bus traffic, reduce bus ads, and increase budget in the Social Media Ad Boosting to $10,000 targeting specific geographic locations and audiences, including Medi-Cal providers.**

3. **The Filming Cost will increase to $40,000.** To create and develop professional PSA with communications champions around ACEs Aware and distributed to various F5SB community partners and stakeholders.

4. **Increase administrative cost for SBCMS to $10,000.** SBCMS has a vast network of providers that can help bring messaging to the targeted population of Medi-Cal providers and patients. No changes made to investing communication strategies to local radio ads $10,000 and F5SB Administrative cost $10,000. The updated SOW proposed budget amount of $100,000 remains the same as the original proposed amount.
Grantee shall submit a monthly invoice by the 15th of the following month which includes description of services performed and including the data required under section 4 above. For services satisfactorily rendered, and upon receipt and approval of the invoices, Aurrera Health Group agrees to compensate the Grantee in accordance with the rates or allowable costs specified herein. Payments shall be made within 30 calendar days of receipt of an invoice that is approved and undisputed by Aurrera Health Group.

2. Invoices shall:

   a. Be prepared on Grantee letterhead, or be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the services performed under this Agreement.
   b. Bear the Grantee’s name as shown on the Agreement.
   c. Identify the billing or performance period covered by the invoice.
   d. Itemize costs or services provided for the billing period. Reimbursement may only be sought for costs or services expressly identified as allowable in this Agreement.

3. Budget Contingency Clause

   a. It is mutually agreed that if the Budget Act of the current year or subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, Aurrera Health Group and DHCS shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any other provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, DHCS shall have the option to either cancel this Agreement with no liability occurring to Aurrera Health Group or DHCS or offer an agreement amendment to Grantee to reflect the reduced amount.
4. Amounts Payable to grantees will be processed within thirty (30) days after receipt of invoice and supporting documentation. Payments can be made via check, banking institution lockbox, electronic funds transfer (EFT) or ACH directly to grantee primary checking account. Please note if Grantee chooses to have grant funds electronically transferred they must complete a EFT/ACH consent form with bank routing number and account number information to Aurrera Health Group for processing.
Appendix C

ACEs Aware Grantee Reporting Requirements

All ACEs Aware Grantees are required to submit the following reports in order to receive the full disbursement of grant funds during the contract year:

- Quarterly quantitative data reports, as specified for each grant type and category
- Narrative progress reports at the mid-point and end of the 12-month contract period (instructions and a template for this reporting requirement will be provided later in 2020)
- At the end of each quarter of the contract period, Grantee will submit to Aurrera Health Group Consulting a plan for the following quarter of grant activities.
- Grantee will submit a summary of each convening/training to include numbers of attendees, summary of the content delivered, and participant evaluation results, within 2 weeks after each event. A reporting template will be provided.

The Grantee will be required to report on the following data elements in the quarterly reports. Additional anecdotal and best practices information may be requested from Grantees on a periodic basis as a means of promoting the ACEs Aware initiative. The Grantee will have access to the ACEs Aware Grantee Portal in July 2020. All reports must be submitted through this portal.

Communications

Communications grantees will report on the following:

- Content
  - Content development plan (quarterly)
    - What themes will be explored, experts involved and channels explored
  - Overview of content/messages shared (quarterly)
    - Summary of best performing content/messages and assumptions on why (timing, region, expert involved, promotion approach, etc.)
  - Where appropriate, description of strategic partner/community partner collaborations
- Targeting and Analysis
  - For each applicable item, please provide information requested
  - Number of social media posts
    - Number of “Likes”, shares, and engagement rate of posts (by organic vs. paid media)
    - Examples of best performing content and analysis of why
  - Number of email blasts
    - Number of recipients
    - Open rate
    - Click rate
    - Examples of best performing content
  - Number of newsletters with ACEs Aware information
    - Number of recipients
    - Open rate
    - Click rate
    - Examples of best performing content
  - Number of blogs posted
    - Reporting on topics and, if appropriate, authors
    - Number of readers
    - Examples of best performing content
  - Number of videos produced and posted
    - Links and number of views
    - Identify best performing content
  - New web content developed
  - Number of ads produced
    - Where they appeared
    - How long
    - Where possible, provide data on impact and/or engagement and conversion
  - Number of testimonials shared
    - List of the spokesperson/s
    - Overview of testimonial/s dissemination platforms
Interim and Final Grant Reports

In addition to the data elements to be requested above, Grantees will be expected to submit a 5-10 page “interim” grant report within 30 days of the close of Q2 of the grant period, and a “final” report within 30 days of the close of Q4. These reports should include anecdotal information about the positive results and lessons learned from the grant activities and share any best practices that could be replicated going forward. The report would also include elements like a narrative description of the most successful methods the organization used to promote activities, and any mid-course corrections made in response challenges that occurred. Aurrera Health Group will provide a template for these reports in the fall of 2020.
AGENDA ITEM 4
JULY 1, 2020

Subject

Budget for Fiscal Year 2020-2021 and Five Year Financial Plan

Recommendations

Approve Budget for Fiscal Year 2020-2021 and updates to the Five Year Financial Plan.

(Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)

Financial Impact

Anticipated revenue of $22,681,493 and allocations of $24,776,756 for Fiscal Year 2020-2021.

Background Information

In accordance with the California Children and Families Act of 1998 and County Code 12.296, the Children and Families Commission for San Bernardino County, also known as First 5 San Bernardino (F5SB), is required to adopt a budget on an annual basis in support of its strategic plan.

Under the guidance of the Commission, and in collaboration with the community and agencies that serve children ages 0-5 and their families, F5SB promotes supports and enhances the early development of children prenatal to age five. The proposed budget serves as the financial plan for the upcoming program year.

Under the Strategic Plan, investment areas are defined as Strategic Priority Areas (SPAs) and funding goals will be directed to each SPA:

- Child Health
- Quality Early Learning
- Family Supports

The budget amount for contracted programs in the program Strategic Priority Areas is $17,417,687.

The budget supporting Program Services in the amount of $1,347,493 will continue to enhance participant services and reporting. Resources allocated for the integration of the supporting database, as well as technical assistance, evaluation, training and other resources for contracted service providers.

Community Engagement Support promotes outreach, community education and media support. Resources allocated for marketing items, educational materials, media campaign, training and other resources for community events. An investment of $514,269 for Community Engagement Support is included in the budget.

Operations under the category administrative support services used to oversee the overall programs and operational expenses. A budget of $2,761,910 in this category amounts to 12.55% administrative cost of the total budget.

F5SB has been awarded $935,609 from First 5 California and $656,082 from California Department of Education for Fiscal Year 2020-2021 to help carry out this work. The total budget under the QRIS category including a F5SB match is $2,735,397.
In 2015, F5SB partnered with First 5 Riverside and submitted a proposal for a Dental Transformation initiative to the California Department of Health Care Services and was granted a five-year award. The amount awarded for Fiscal Year 2020-2021 is $70,000 which is included in Operations Services to pay for administrative cost for oversight of services in San Bernardino County.

Pending Commission approval, the proposed budget for Fiscal Year 2020–2021 with expenditures in the amount of $24,776,756 and anticipated revenue in the amount of $22,681,493 will become effective July 1, 2020.

Lastly, the proposed and legislatively mandated Five Year Financial Plan is updated to reflect revised amounts. This plan is to be adopted and utilized as a long-term guide to allow Commissioners to determine what type of funds are available to support sustainable levels of multi-year contracts as well as ongoing annual community investments. A fund balance in the amount of $22 Million was set aside in Fiscal Year 2016-2017 and remains in place with a policy outlining parameters on use of these funds (policy approved by Commission on November 2, 2016).

Review

Sophie Akins, Commission Counsel

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<thead>
<tr>
<th>Report on Action as taken</th>
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<tr>
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<td>Comments:</td>
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## FY 2020-2021 PROPOSED BUDGET

### I. Beginning Fund Balance

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<tr>
<th>Year</th>
<th>Actuals</th>
<th>Approved Budget</th>
<th>Estimated Actual</th>
<th>Proposed Budget</th>
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<td>FY 2020-2021</td>
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### II. Revenue

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<td>IMPACT (QRIS) State</td>
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<td>$1,239,972</td>
<td>$1,239,972</td>
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<td>Quality Count CA (QRIS)</td>
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<td>$</td>
<td>$444,230</td>
<td>$656,082</td>
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<td>Dental Transformation Initiative*</td>
<td>$55,763</td>
<td>$329,504</td>
<td>$50,000</td>
<td>$70,000</td>
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<td>Other revenues (SMIF, etc)</td>
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<td>$75,150</td>
<td>$152,000</td>
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<td><strong>Total Revenue</strong></td>
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### III. Expenses

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<td>Program Strategic Priority Area (SPA)</td>
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<td>Systems, Network Building &amp; Community Collaboration</td>
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<td><strong>Subtotal for Direct Services</strong></td>
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<td>Community Engagement Services Support</td>
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<td>Operations</td>
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<td>$2,408,320</td>
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<td>QRIS (IMPT)</td>
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<td>$3,162,000</td>
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### Excess of Revenues over (under) Expenses

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<td>$1,839,770</td>
<td>$(3,698,898)</td>
<td>$881,717</td>
<td>$(2,095,263)</td>
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### IV. Ending Fund Balance

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<thead>
<tr>
<th>Year</th>
<th>Actuals</th>
<th>Approved Budget</th>
<th>Estimated Actual</th>
<th>Proposed Budget</th>
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<tr>
<td>FY 2020-2021</td>
<td>87,470,168</td>
<td>79,355,849</td>
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<td>86,256,622</td>
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## BUDGET CATEGORY DESCRIPTION

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<th>Category</th>
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<td>ANNUAL DISBURSEMENT</td>
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<td>QRIS IMPACT (First 5 State)</td>
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<td>QRIS INFANT TODDLER (State Education)</td>
<td>$656,082</td>
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<td>DENTAL TRANSFORMATION INITIATIVE</td>
<td>$70,000</td>
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<tr>
<td>OTHER REVENUES</td>
<td>$796,629</td>
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<tr>
<td><strong>TOTAL REVENUE BUDGET</strong></td>
<td><strong>$22,681,493</strong></td>
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<tr>
<td>BUDGET CATEGORY</td>
<td>DESCRIPTION</td>
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<tr>
<td>---------------------------------</td>
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<tr>
<td>PROGRAM SERVICES</td>
<td>SALARIES &amp; BENEFITS EVALUATION</td>
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<td>ONGOING EVALUATION SERVICES</td>
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<td></td>
<td>OTHER PROFESSIONAL SERVICES</td>
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<tr>
<td></td>
<td>DATA PROCESSING</td>
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<td></td>
<td>ALLOCATED OFFICE EXPENSES</td>
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<td></td>
<td>PROGRAM SERVICES MISC. SUPPORT</td>
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<td>COMPUTER SOFTWARE</td>
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<td>CONFERENCES/TRAINING/SEMINAR FEES AND OTHER TRAVEL</td>
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<tr>
<td></td>
<td>AIR TRAVEL</td>
</tr>
<tr>
<td></td>
<td>STAFF MILEAGE</td>
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<tr>
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<td><strong>TOTAL PROGRAM</strong></td>
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| CONTRACT SERVICES               | PROGRAM STRATEGIC PRIORITY AREA       | $16,917,687 |
|                                 | **TOTAL CONTRACT SERVICES**           | **$16,917,687** |
|                                 | **TOTAL PROGRAM SERVICES BUDGET**     | **$18,265,180** |
## PROPOSED COMMUNITY ENGAGEMENT SERVICES SUPPORT BUDGET
### FISCAL YEAR 2020-2021

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
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<tbody>
<tr>
<td>COMMUNITY ENGAGEMENT</td>
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<tr>
<td>SALARIES &amp; BENEFITS</td>
<td>$148,940</td>
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<td>MEDIA SERVICES AND ACTIVITIES</td>
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<td>COMMUNITY OUTREACH AND EDUCATIONAL MATERIALS</td>
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<td>COMMUNITY OUTREACH ACTIVITIES / EVENTS</td>
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<td>COMPUTER SOFTWARE</td>
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<td>ALLOCATED OFFICE EXPENSES</td>
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<table>
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<th>DESCRIPTION</th>
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<tr>
<td>SYSTEMS, NETWORK BUILDING &amp; COMMUNITY COLLABORATIONS</td>
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## PROPOSED QUALITY RATING & IMPROVEMENT SUPPORT (QRIS) BUDGET
### FISCAL YEAR 2020-2021

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<thead>
<tr>
<th>BUDGET CATEGORY DESCRIPTION</th>
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<td>AIR TRAVEL</td>
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<td>CONTRACT SERVICES</td>
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<tr>
<td><strong>TOTAL COMMUNITY EDUCATION BUDGET</strong></td>
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# Proposed Operations Budget
## Fiscal Year 2020-2021

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<tr>
<th>Budget Category</th>
<th>Description</th>
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<td><strong>Salaries/Benefits</strong></td>
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<tr>
<td>Payroll</td>
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<td><strong>Services/Supplies</strong></td>
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<td>Comnet Charges (Dial Tone, Voice Mail)</td>
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<td>Memberships</td>
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<td>Computer Software</td>
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<td>Inventoriable Equipment</td>
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<td>Non-inventoriable Equipment</td>
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<td>Special Dept Expense</td>
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<td>Depreciation</td>
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<td>Utilities (Telephone, Network for IPads, ELEC)</td>
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<td>Gen Maintenance - Equipment</td>
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<td>Rents &amp; Leases - Equipment</td>
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<tr>
<td>Rents &amp; Leases - Building</td>
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<td>Mileage Reimb (Employee)</td>
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<td>Motor Pool</td>
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<td><strong>Total Services/Supplies</strong></td>
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<td><strong>Total Operations Budget</strong></td>
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## Long Term Financial Planning

### 5-Year Projections - General Fund

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<th></th>
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<th>2021/22</th>
<th>2022/23</th>
<th>2023/24</th>
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<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Disbursement</td>
<td>19,023,173</td>
<td>18,452,478</td>
<td>18,452,477</td>
<td>17,898,903</td>
<td>17,361,935</td>
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<td>IMPACT Grant (State)</td>
<td>935,609</td>
<td>935,582</td>
<td>935,582</td>
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<td></td>
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<tr>
<td>Quality Counts (State)</td>
<td>656,082</td>
<td>656,000</td>
<td>656,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dental Transformation Initiative</td>
<td>70,000</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other Revenues</td>
<td>796,629</td>
<td>505,615</td>
<td>505,727</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td><strong>Subtotal Revenue</strong></td>
<td>21,481,493</td>
<td>20,549,675</td>
<td>20,549,786</td>
<td>17,904,903</td>
<td>17,367,935</td>
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<tr>
<td>Interest Earnings</td>
<td>1,200,000</td>
<td>1,000,000</td>
<td>800,000</td>
<td>600,000</td>
<td>400,000</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>22,681,493</td>
<td>21,549,675</td>
<td>21,349,786</td>
<td>18,504,903</td>
<td>17,767,935</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Strategic Priority Area (SPA)</td>
<td>* 16,917,687</td>
<td>17,500,000</td>
<td>17,500,000</td>
<td>17,500,000</td>
<td>17,500,000</td>
</tr>
<tr>
<td>Systems, Network Building &amp; Community Collaborations</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
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<tr>
<td><strong>Subtotal for Direct Services</strong></td>
<td>17,417,687</td>
<td>18,000,000</td>
<td>18,000,000</td>
<td>18,000,000</td>
<td>18,000,000</td>
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<tr>
<td>Program Services Support</td>
<td>1,347,493</td>
<td>1,428,343</td>
<td>1,514,043</td>
<td>1,559,464</td>
<td>1,606,248</td>
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<td>Community Engagement Support</td>
<td>514,269</td>
<td>545,125</td>
<td>577,833</td>
<td>595,168</td>
<td>613,023</td>
</tr>
<tr>
<td>Operations</td>
<td>2,761,910</td>
<td>2,927,625</td>
<td>3,103,282</td>
<td>3,196,381</td>
<td>3,292,272</td>
</tr>
<tr>
<td>QRIS</td>
<td>2,735,397</td>
<td>2,735,397</td>
<td>2,735,397</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Supportive Expenses</strong></td>
<td>7,359,069</td>
<td>7,636,489</td>
<td>7,930,555</td>
<td>5,351,013</td>
<td>5,511,543</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>24,776,756</td>
<td>25,636,489</td>
<td>25,930,555</td>
<td>23,351,013</td>
<td>23,511,543</td>
</tr>
<tr>
<td><strong>Excess of Revenues over (under) Expenses</strong></td>
<td>(2,095,263)</td>
<td>(4,086,815)</td>
<td>(4,580,769)</td>
<td>(4,846,110)</td>
<td>(5,743,608)</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>64,256,622</td>
<td>60,169,807</td>
<td>55,589,038</td>
<td>50,742,928</td>
<td>44,999,321</td>
</tr>
</tbody>
</table>

**Notes:**
- Fund balance does not include the held 1 year funding of $22M which was taken out of total in FY 2016/17.
- FY 2020/21 the Program Strategic Priority Area is budgeted for $20M.
- Increase of expenditures of 6% annually Operations and support.
<table>
<thead>
<tr>
<th>Subject</th>
<th>Support for a Child Abuse Pediatrician for the Children’s Assessment Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommendations</td>
<td>Approve allocation of $282,000 per year for three years to support a Child Abuse (Forensic) Pediatrician to serve within the Children’s Assessment Center for a total not to exceed $850,000 for Fiscal Years 2020-21 through 2022-23 and authorize the Executive Director to negotiate an agreement(s) with Loma Linda University under which Loma Linda University will recruit and offer the candidate a position. The resulting agreement(s) will be brought back before the Commission for final approval.</td>
</tr>
<tr>
<td>(Presenter: Karen E. Scott, Executive Director, 252-4252)</td>
<td></td>
</tr>
<tr>
<td>Financial Impact</td>
<td>Not to exceed $850,000 for Fiscal Years 2020-21 through 2022-23.</td>
</tr>
<tr>
<td>Background Information</td>
<td>Ensuring that children are free from abuse and neglect is a high priority concern for First 5 San Bernardino (F5SB). The Commission has traditionally addressed this priority by investing in services that support improved parenting skills and increased family economic, social and emotional stability. Of the 6,549 children currently in Foster Care in San Bernardino County, 2,263 (35%) are ages zero – five. The COVID-19 pandemic has illuminated the need for increased support in response to situations where child abuse may have already occurred. San Bernardino County is currently experiencing a backlog of more than 200 suspected child abuse cases that must be processed. As schools re-open and more eyes are on our children, a spike in abuse and neglect referrals is anticipated. This spike can be due to a myriad of issues surrounding the pandemic which includes, but is not limited to, the stressors inherent in an economic downturn, the stay at home order itself and an increase in domestic violence. Considering the size of San Bernardino County, the number of children in placement and the number of suspected child abuse and/or neglect referrals received each year, bringing on a new Child Abuse (Forensic) Pediatrician at this time is a positive, proactive approach to best serve child victims and their families and ensure justice and equity. This strategy is not only an important investment in serving our most vulnerable children, it is also timely considering the collaborative work that is being structured to develop a county-wide Child Abuse Prevention Plan.</td>
</tr>
<tr>
<td></td>
<td>There are currently about 352 board-certified Child Abuse (Forensic) Pediatricians in the United States. Child Abuse pediatricians do not just conduct physical exams of suspected victims of abuse; they have received extensive training in injury mechanisms, radiology, and orthopedics. These physicians work with outside investigators and attorneys, testify in court, work collaboratively on multi-disciplinary teams, and deliver evidence-based treatments in child psychology. Child abuse program teams integrate the efforts of social workers, psychologists, psychiatrists, nurses, child development specialists, and others to respond to the trauma the child has experienced and work towards helping them be well and live a happy, healthy life.</td>
</tr>
<tr>
<td></td>
<td>San Bernardino County is in position to acquire a board-certified Child Abuse Pediatrician that would serve within the Children’s Assessment Center (CAC) and</td>
</tr>
</tbody>
</table>
the soon to be launched Resiliency Clinic (RICA).

Through various funding sources and collaborative efforts with multiple San Bernardino County agencies, including First 5 San Bernardino, law enforcement, Family Law Court, Office of the District Attorney Victims of Crime Advocates, and Loma Linda University, CAC is able to provide comprehensive treatment to child victims. The CAC multidisciplinary teams work together to identify and facilitate service and treatment needs for children and their families. This long-standing agreement represents the shared vision that each partner agency has unique responsibilities, deep commitment, and recognition that it takes a team to address the needs of child victims and their families throughout the County. CAC is a multidisciplinary child advocacy center whose purpose is to facilitate objective and forensically sound evaluations of child abuse and neglect investigations. In 2019, Children’s Assessment Center served 1,868 cases of child maltreatment itemized as follows: 47% sexual abuse, 35% physical abuse, 12% witness to violence, and 6% neglect. Adding another Forensic Pediatrician would allow Child & Family Services to have their children seen quicker, as time is crucial when it comes to noting injuries associated with physical and sexual abuse. Being able to have a doctor provide an expedient forensic exam and medical opinion as to whether the injuries were accidental or due to abuse, often determines the difference between removing an infant/toddler or non-verbal child from his/her parent or leaving them in their home.

Upon approval of this workforce investment supporting a Child Abuse (Forensic) Pediatrician, First 5 Staff will begin work with Loma Linda University Health (Human Resources) and Faculty/Surgical Medical Group as well as the Children’s Assessment Center, Children’s Fund, Children’s Network and Child and Family Services to execute a contract employing said pediatrician for a period of 3 years. This contract action and any agreements will be brought back before the Commission for final approval.

As aligned with the First 5 San Bernardino Strategic Priority Areas (SPA) of Child Health and Family Support, increasing community resources has the potential impact to decrease the child abuse/neglect rate in San Bernardino County.

**Review**

Sophie Akins, Commission Counsel

<table>
<thead>
<tr>
<th>Report on Action as taken</th>
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<tbody>
<tr>
<td>Action:</td>
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<td>Moved:</td>
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<td>Second:</td>
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<tr>
<td>In Favor:</td>
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<td>Abstained:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td>Witnessed:</td>
</tr>
</tbody>
</table>
## AGENDA ITEM 6  
**JULY 1, 2020**

<table>
<thead>
<tr>
<th>Subject</th>
<th>Contract SI030 A1 with Children’s Network: Community Engagement &amp; Systems Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recommendation</strong></td>
<td>Approve Amendment A1 for Contract SI030 with Children’s Network to increase the contract by $80,000 for Fiscal Year 2020-2021 resulting in a cumulative total of $539,877 to support the Adverse Childhood Experiences Aware Initiative. (Presenter: Merceides Logans, Staff Analyst II 252-4261)</td>
</tr>
<tr>
<td><strong>Financial Impact</strong></td>
<td>$539,877 for Fiscal Year 2020-2021.</td>
</tr>
</tbody>
</table>
| **Background Information** | On April 3, 2019, the Commission approved Contract SI030 with Children’s Network for community engagement and systems improvement to support multiple countywide education campaigns and community events addressing child abuse prevention active Child Abuse Prevention.  
On June 3, 2020, First 5 San Bernardino was awarded a one year (Fiscal Year 2020-2021) Adverse Childhood Experiences (ACEs) Aware Communication grant by the California Department of Health Care Services (DHCS) and the Office of the California Surgeon General (CA-OSG) to enhance and expand communication on the importance of ACEs awareness and the detrimental effects of toxic stress as a public health crisis though Trauma-Informed Care (TIC), evidence-based clinical responses to ACEs, and resilience and relational approaches.  
ACEs and toxic stress represent a public health crisis. A consensus of scientific research demonstrates that cumulative adversity, especially when experienced during childhood development, is a root cause of some of the most severe, persistent, and expensive health challenges facing the state and the nation.  
Children’s Network is an intriguing partner and has the expertise to develop a comprehensive and strategic media campaign that can support the Commission on the ACEs Aware communication plan to reach San Bernardino County Medi-Cal providers and community organizations that serve Medi-Cal families to increase understanding about the positive impact of ACEs screening, treatment, and resiliency.  
Also recommended for partnership in this work will be the San Bernardino County Medical Society (SBCMS). While Children’s Network has expertise in communication and convening, SBCMS has a vast membership of Medi-Cal providers serving the target population for the ACE’s Aware initiative which will streamline the ability to reach the intended audience.  
Approval of this item supports the **Child Health** Strategic Priority Area in the Commission’s Strategic Plan through the following Investment Area: |
**AGENDA ITEM 6**
July 1, 2020
PAGE 2

**System-Level Efforts:** Collaboration and Community Capacity Building

**Supportive Strategies:** Communications, Countywide Collaboration, Statewide/First 5 Network Efforts, Research & Evaluation, Policy.

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**Review**
Sophie Akins, Commission Counsel

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<table>
<thead>
<tr>
<th>Report on Action as taken</th>
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<tbody>
<tr>
<td>Action:</td>
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<td>Moved:</td>
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<tr>
<td>Second:</td>
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<tr>
<td>In Favor:</td>
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<tr>
<td>Opposed:</td>
</tr>
<tr>
<td>Abstained:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td>Witnessed:</td>
</tr>
</tbody>
</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

Legal Name (hereinafter called the Contractor)

County of San Bernardino

Department/Division

Children's Network

Address

825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0049

Phone

(909) 383-9677

Federal ID No.

95-6002748

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

1. Paragraph A. Contract Amount of Section V, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $1,459,631 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 2019-20    $459,877     July 1, 2019 through June 30, 2020
Fiscal Year 2020-21    $539,877     July 1, 2020 through June 30, 2021
Fiscal Year 2021-22    $459,877     July 1, 2021 through June 30, 2022

2. Paragraph C. of Section XIII, CONCLUSION, is amended to read as follows:

XIII. CONCLUSION

C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

continued on next page
ATTACHMENTS
Attachment A – Amended Work Plan for FY 2020-2021
Attachment B – Amended Program Budget for FY 2020-2021
Attachment C – ACEs Communications Reporting Requirements for FY 2020-2021

All other terms and conditions of this contract remain in full force and effect.

CHILDREN & FAMILIES COMMISSION FOR
Ssan Bernardino County

LEGAL ENTITY

Authorized Signature
CaSonya Thomas
Printed Name
Commission Chair
Title
Dated

Official Stamp

COUNTY OF SAN BERNARDINO

LEGAL ENTITY

Authorized Signature
Curt Hagman
Printed Name
Chairman, Board of Supervisors
Title
Dated

Reviewed for Processing

Cindy Faulkner
Assistant Director
Date

Approved as to Legal Form

Sophie Akins
Commission Counsel
Date

Presented to Commission for Signature

Karen E. Scott
Executive Director
Date
<table>
<thead>
<tr>
<th>Expectations(s)</th>
<th>Outcome(s)</th>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning, delivery, and evaluation of media campaigns, workshops and collaborative meetings for child serving agencies (0-5)</td>
<td>Increase ability within cross disciplinary departments to have measurable intervention impact for children (0-5)</td>
<td>Host Shine a Light on Child Abuse Award’s Breakfast</td>
<td>Planning, development and evaluation analysis</td>
<td>One time</td>
<td>Quarterly Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Host Children’s Network Conference</td>
<td>Planning, development and evaluation analysis</td>
<td>One time</td>
<td>Quarterly Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Media education and awareness campaign on child abuse/neglect, safe sleep, post-partum depression, domestic violence, child burn prevention and father engagement in collaboration with Children’s Policy Council, Child Abuse Prevention Council, First 5 San Bernardino, and other 0-5 serving agencies as deemed appropriate</td>
<td>Educate and bring awareness to the public about child abuse, safe sleep, shaken baby syndrome, post-partum depression, domestic violence, child burn prevention and father engagement</td>
<td>Ongoing</td>
<td>Quarterly Report (including, planning document, media plan &amp; campaign evaluation report and meeting minutes and correspondence)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Child Death Review meeting oversight</td>
<td>Facilitate monthly CDRT meetings</td>
<td>Monthly</td>
<td>Quarterly and Annual Reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Increase awareness of community resources with First 5 funded partners</td>
<td>Collaborate and provide resources to bi-monthly collaboration and First 5 funded partners</td>
<td>Varies</td>
<td>Quarterly Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Continue Shaken Baby Syndrome program</td>
<td>Develop partnerships with local medical clinics and various public agencies to extend shaken baby syndrome prevention training</td>
<td>Ongoing</td>
<td>Quarterly Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Father Engagement</td>
<td>1) Facilitate collaborative network that builds the capacity of family serving agencies</td>
<td>Varies</td>
<td>Sign-in sheets/ Quarterly Report</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2) Coordinate support services that are accessible and father friendly</td>
<td>Ongoing</td>
<td>Sign-in sheets, post event evaluations, and quarterly reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3) Conduct Trainings and events in collaboration with 0-5 serving agencies. (i.e., conference, breakfast in conjunction with CFS, early childhood reading event, Nurturing Father curriculum training, and relevant trainings pertaining to fathers with children 0-5</td>
<td>Varies</td>
<td>Quarterly Reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sign-in sheets, post event evaluations and quarterly reports</td>
</tr>
</tbody>
</table>
**Program Description:**

Children’s Network will provide leadership; information and resources to departments working with children 0-17 however, primary focus and percentages represented in objective (work plan expectations) are for population of children 0-5 served within San Bernardino County. The decision to highlight a particular campaign is driven by the data derived from CDRT and other meetings attended by Network Staff, as well as needs and gaps in services/campaigns that are identified through the Children’s Policy Council strategic planning process.

<table>
<thead>
<tr>
<th>Strategic Priority Area</th>
<th>Investment Areas</th>
<th>Supportive Strategies</th>
</tr>
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<tbody>
<tr>
<td>Child Health</td>
<td>System-Level Efforts: Collaboration and Community Capacity Building</td>
<td>Communications, Countywide Collaboration, Statewide/First 5 Network Efforts, Research &amp; Evaluation, Policy</td>
</tr>
</tbody>
</table>

**ACES Aware Communications Plan**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>4) Media Campaign with an emphasis on fathers of children 0-5 (i.e., brochures, PSA, billboard, utilize free media channels, and social media)</td>
<td>Varies</td>
<td>Quarterly report including media plan and media evaluation report</td>
</tr>
<tr>
<td>1. Develop ACES communication content and media plan for messaging to Medi-Cal providers, patients, and community at large</td>
<td>On-going</td>
<td></td>
</tr>
<tr>
<td>2. Collaborate with San Bernardino Medical Group to reach target Medi-Cal providers’ audience</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Programs**

- **Media Campaign** with an emphasis on fathers of children 0-5 (i.e., brochures, PSA, billboard, utilize free media channels, and social media)
  
- **ACES Aware Communications Plan**
  
  1. Develop ACES communication content and media plan for messaging to Medi-Cal providers, patients, and community at large
  2. Collaborate with San Bernardino Medical Group to reach target Medi-Cal providers’ audience

**Program Report**

- **Quarterly report including media plan and media evaluation report**

**Reference**

- **Attachment C**
<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>FSSB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>SALARY</th>
<th>BENEFITS</th>
<th>BUDGET</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
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<tbody>
<tr>
<td>I.</td>
<td>SALARIES &amp; BENEFITS</td>
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<td></td>
<td>This position is for fiscal management of the FIRST 5 contracts, data collection, and analysis of data. Also provides support to SART and CAP programs. Produces the annual report and CART report. Assists in the implementation and planning of the Children’s Network campaigns.</td>
</tr>
<tr>
<td>1</td>
<td>Jannette Zito</td>
<td>0.75</td>
<td>26.18</td>
<td>1,560</td>
<td>27%</td>
<td>40,841</td>
<td>11,027</td>
<td>51,868</td>
<td>69,157</td>
<td>75%</td>
<td>40,841</td>
<td>11,027</td>
<td>51,868</td>
<td>Attendance at community events throughout county disseminating CAP and safety materials. Will assists First 5 contracted agencies with resource information. Assists in the implementation and planning of the Children’s Network campaigns.</td>
</tr>
<tr>
<td>2</td>
<td>Child Abuse Prevention Coordinator</td>
<td>0.75</td>
<td>24.82</td>
<td>1560</td>
<td>27%</td>
<td>38,719</td>
<td>10,454</td>
<td>49,173</td>
<td>65,565</td>
<td>75%</td>
<td>38,719</td>
<td>10,454</td>
<td>49,173</td>
<td>Plans and implements major CN events including conference and breakfast. Will serve as lead staff in launching Shaken baby prevention pilot with ARMC.</td>
</tr>
<tr>
<td>3</td>
<td>Hillary Steenson-Ray</td>
<td>0.50</td>
<td>32.64</td>
<td>1040</td>
<td>32%</td>
<td>33,946</td>
<td>10,863</td>
<td>44,808</td>
<td>89,616</td>
<td>50%</td>
<td>33,946</td>
<td>10,863</td>
<td>44,808</td>
<td>Under direction, performs administrative and operational program development activities; analyzes, recommends and develops policies/ procedures and tools for agency/department programs. Organizes, coordinates and implements training and outreach relating to the importance of father involvement. Acts as liaison between First 5 San Bernardino, County, and community-based organizations.</td>
</tr>
<tr>
<td>4</td>
<td>Juan Solis</td>
<td>1.00</td>
<td>24.41</td>
<td>2080</td>
<td>37%</td>
<td>50,762</td>
<td>18,950</td>
<td>69,712</td>
<td>69,712</td>
<td>100%</td>
<td>50,762</td>
<td>18,950</td>
<td>69,712</td>
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</tr>
<tr>
<td>BUDGET CATEGORY</td>
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<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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</tr>
<tr>
<td>I. 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>
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<tr>
<td>Total Salaries &amp; Benefits</td>
<td></td>
<td>$164,268</td>
<td>$51,293</td>
<td></td>
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<td></td>
<td></td>
<td>$215,561</td>
<td>$294,050</td>
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</table>
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2020-2021

<table>
<thead>
<tr>
<th>ORGANIZATION: Children’s Network</th>
<th>DIRECTOR: Janki Patel</th>
<th>PROGRAM YEAR: 2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE: Community Engagement</td>
<td>PROGRAM DIRECTOR: Hillary Steenson-Ray</td>
<td>TOTAL BUDGET: 539,877</td>
</tr>
<tr>
<td>INITIATIVE: 0</td>
<td>FINANCE OFFICER: Jannette Zito</td>
<td>RFP/CONTRACT #: SI030A1</td>
</tr>
</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 Program Materials/ Supplies</td>
<td>6%</td>
<td>$34,000</td>
<td>Purchase child abuse prevention literature, safe baby/toddler materials, and promotional items, for dissemination in the community. Pay for fees associated with hosting collaborative meetings and participating in community fair/events. Purchase Safe Sleep Survival kits for parents of newborns. Pay for other child abuse prevention program materials as deemed necessary (i.e., post-partum campaign that children’s network develops).</td>
</tr>
<tr>
<td>2 Staff Development</td>
<td>2%</td>
<td>$10,000</td>
<td>Staff will attend 0-5 training and conferences, as well as conferences/training related to child abuse prevention. The Network Officer and Associate Network Officer may also attend 0-5 specific training and conferences. The expenses associated with the training will include: conference registration, airfare, hotel, and meals, and automobile mileage; and are included on this line item to mirror budgeting practices of the Children’s Network. Any out of State travel will be pre-approved by First 5 San Bernardino using the appropriate form and submitted as outlined in the contract.</td>
</tr>
<tr>
<td>3 Advertising</td>
<td>23%</td>
<td>$125,000</td>
<td>Advertising related to child abuse prevention, safe sleep for infants, child burn prevention post-partum depression and fatherhood campaigns. Type and location of advertising will be based on market analysis. Year round presence of advertising is the goal with placement of at least one item per quarter. An additional advertising source will be to maintain Fatherhood website domain.</td>
</tr>
<tr>
<td>4 Printing</td>
<td>2%</td>
<td>$10,000</td>
<td>Cost of printing brochures and posters i.e. safe sleep. Post-partum depression, and other 0-5 specific topic. Cost of printing materials related to Shaken Baby Syndrome prevention program. As well as the Annual Report and CDRT report.</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
</tbody>
</table>

This amount will support the CE program, providers, and community partners by providing appropriate professional trainings and consultation throughout the year. The topics of the trainings will reflect the campaigns Children’s Network highlights in this fiscal year. The decision to highlight a particular campaign is driven by the data derived from CDRT and other meetings attended by Network Staff, as well as needs and gaps in services/campaigns that are identified through the Children’s Policy Council Strategic Planning process. Subject matter experts will be chosen to facilitate these trainings to community partners/providers, parents, families, or County employees. Children’s Network will continue to campaign Safe Sleep, Dial 211, Post-Partum Depression, Shaken Baby Pilot, and will work to highlight different campaigns through the year. These trainings are intended to increase skill and knowledge in working with children ages 0-5 and families. These trainings may take place at venues throughout the County. All dollars expended in this line item will require a sign-in sheet for attendees and what programs the participants provide for the 0-5 children and their families. Also, the sign-in sheet must indicate whether First 5 San Bernardino funds programs/activities for attending participants or their agency.
<table>
<thead>
<tr>
<th>Event(s)</th>
<th>Description/Justification</th>
<th>TOTAL F5SB BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Collaborative Meetings</td>
<td>Light refreshment will be provided at the monthly Child Abuse Prevention Meetings ($30/meeting = $360)/ Children's Network will also provide light refreshments at the four collaborative meetings that take place bi-monthly ($15/meeting, 4 meetings, every other month = $360). Additionally refreshments will be provided at the monthly Inland Empire Father Involvement Coalition Meetings ($30/meeting = $360).</td>
<td>1,080</td>
</tr>
<tr>
<td>6. ACES Aware Communication Plan</td>
<td>Develop communication content for ACES that will incorporate the science of ACEs, Trauma-Informed Care, Trauma-Informed Response, Resilience, and Relational health that is in alignment with the messaging of CA-OSG and CA-DHCS. This plan will contain virtual and digital platforms, Children's Network will work with various mediums, including TV, social media, contract with a professional to develop PSAs, and radio. Children's Network will work in collaboration with San Bernardino Medical Group to ensure content developed can reach the target audience of Medi-Cal providers, patients, and the community at large.</td>
<td>$ 80,000</td>
</tr>
<tr>
<td>Total Services &amp; Supplies</td>
<td></td>
<td>$ 269,000</td>
</tr>
<tr>
<td>ORGANIZATION:</td>
<td>Children’s Network</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>PROGRAM TITLE:</td>
<td>Community Engagement</td>
<td></td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR:</td>
<td>Janki Patel</td>
<td></td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Hillary Steenson-Ray</td>
<td></td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Jannette Zito</td>
<td></td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>2020-2021</td>
<td></td>
</tr>
<tr>
<td>TOTAL BUDGET:</td>
<td>$539,877</td>
<td></td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>SI030A1</td>
<td></td>
</tr>
</tbody>
</table>

### IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Orange Show</td>
<td>$10,000</td>
<td>The annual Shine a Light on Child Abuse Prevention Awards Breakfast is held at this central location each year.</td>
<td></td>
</tr>
<tr>
<td>Ontario Convention Center</td>
<td>$38,000</td>
<td>This is the only venue that can meet the needs of our conference based on our large attendance. The total fees cover rental, food, parking, and other fees for over 500 participants.</td>
<td></td>
</tr>
</tbody>
</table>

| Total Travel | - |
| Total Food | $7,316 |

### V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Orange Show</td>
<td>$10,000</td>
<td>The annual Shine a Light on Child Abuse Prevention Awards Breakfast is held at this central location each year.</td>
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<tr>
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<td>$38,000</td>
<td>This is the only venue that can meet the needs of our conference based on our large attendance. The total fees cover rental, food, parking, and other fees for over 500 participants.</td>
</tr>
</tbody>
</table>

| Total Subcontractors | 48,000 |

### VI. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Percent:</th>
<th>Basis:</th>
</tr>
</thead>
</table>

Food for County-wide trainings and community events. Specific trainings will be chosen throughout the year to reflect the campaigns that Children’s Network highlights. Examples include, but are not limited to: Safe Sleep, Post-Partum Depression, Car seat safety, Dial 211, Shaken Baby Project and Father Engagement. Actual cost of food may vary depending on the number of attendees and food chosen. All dollars expended in this line item will require a sign in sheet for attendees and what programs the participants provide for the 0-5 children and their families. Also, the sign in sheet must indicate whether First 5 San Bernardino funds programs/activities for attending participants or their agency.
<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Children’s Network</th>
<th>DIRECTOR:</th>
<th>Janki Patel</th>
<th>PROGRAM YEAR:</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>Community Engagement</td>
<td>PROGRAM DIRECTOR:</td>
<td>Hillary Steenson-Ray</td>
<td>TOTAL BUDGET:</td>
<td>539,877</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>0</td>
<td>FINANCE OFFICER:</td>
<td>Jannette Zito</td>
<td>RFP/CONTRACT #:</td>
<td>SI030A1</td>
</tr>
<tr>
<td><strong>Total Indirect Costs</strong></td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FIRST 5 BUDGET</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$539,877</td>
</tr>
</tbody>
</table>
### ACEs Communications Reporting Requirement

#### I. Content

1. Content development plan (quarterly)
   
   a. What themes will be explored, experts involved and channels explored

2. Overview of content/messages shared (quarterly)
   
   a. Summary of best performing content/messages and assumptions on why (timing, region, expert involved, promotion approach, etc.)

3. Where appropriate, description of strategic partner/community partner collaborations

#### II. Targeting and Analysis

1. For each applicable item, please provide information requested

2. Number of social media posts
   
   a. Number of “Likes”, shares, and engagement rate of posts (by organic vs. paid media)
   
   b. Examples of best performing content and analysis of why

3. Number of email blasts
   
   a. Number of recipients
   
   b. Open rate
   
   c. Click rate
   
   d. Examples of best performing content

4. Number of newsletters with ACEs Aware information
   
   a. Number of recipients
   
   b. Open rate
   
   c. Click rate
   
   d. Examples of best performing content
5. Number of blogs posted
   a. Reporting on topics and, if appropriate, authors
   b. Number of readers
   c. Examples of best performing content

6. Number of videos produced and posted
   a. Links and number of views
   b. Identify best performing content

7. New web content developed

8. Number of ads produced
   a. Where they appeared
   b. How long
   c. Where possible, provide data on impact and/or engagement and conversion

### III. Number of testimonials shared

1. List of the spokesperson/s

2. Overview of testimonial/s dissemination platforms
First 5 San Bernardino
Strategic Priority Area: Child Health

Program Outline Document 2020-2023

AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Legal Entity</th>
<th>County of San Bernardino</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept./Division</td>
<td>Children’s Network</td>
</tr>
<tr>
<td>Project Name</td>
<td>Community Engagement &amp; Systems Improvement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>825 East Hospitality Lane, 2nd Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>San Bernardino, CA 92415</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Website</th>
<th><a href="http://hs.sbcounty.gov/CN">http://hs.sbcounty.gov/CN</a></th>
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Program Site Address: 825 East Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

<table>
<thead>
<tr>
<th>Phone #</th>
<th>909-383-9677</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax #</td>
<td>909-383-9688</td>
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</table>

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Curt Hagman
Title: Fourth District Supervisor and Chairman, Board of Supervisors

<table>
<thead>
<tr>
<th>Address</th>
<th>385 N. Arrowhead Avenue, 5th Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>San Bernardino, CA 92415</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Mail</th>
<th><a href="mailto:Curt.Hagman@bos.sbcounty.gov">Curt.Hagman@bos.sbcounty.gov</a></th>
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</table>

CONTRACT REPRESENTATIVE

Name: Janki Patel
Title: Network Officer

<table>
<thead>
<tr>
<th>Address</th>
<th>825 East Hospitality Lane, 2nd Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>E-Mail</th>
<th><a href="mailto:janki.patel@hss.sbcounty.gov">janki.patel@hss.sbcounty.gov</a></th>
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</thead>
</table>

PROGRAM CONTACT

Name: Hillary Steenson-Ray
Title: Community & Events Coordinator

<table>
<thead>
<tr>
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</tr>
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<tbody>
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<table>
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<tr>
<th>E-Mail</th>
<th><a href="mailto:Hillary.steenson-ray@hss.sbcounty.gov">Hillary.steenson-ray@hss.sbcounty.gov</a></th>
</tr>
</thead>
</table>
First 5 San Bernardino
Strategic Priority Area: Child Health

FISCAL CONTACT
Name: Jannette Zito
Address: 825 East Hospitality Lane, 2nd Floor
San Bernardino, CA 92415
E-Mail: Jannette.zito@hss.sbcounty.gov
Title: Staff Analyst II
Direct Phone #: 909-383-9771
Fax #: 909-383-9688

ADDITIONAL CONTACT (Describe): Program
Name: Linda Revoner
Address: 825 East Hospitality Lane, 2nd Floor
San Bernardino, CA 92415
E-Mail: Linda.revoner@hss.sbcounty.gov
Title: Associate Network Officer
Direct Phone #: 909-383-9758
Fax #: 909-383-9688

PROGRAM INFORMATION

TYPE OF AGENCY
☐ Educational Institution Describe: Choose an item.
☐ Government Agency Describe: County
☐ Private Entity/Institution Describe: Choose an item.
☐ Community-Based Describe: Choose an item.

PROGRAM DESCRIPTION
Children’s Network will provide leadership, information and resources to departments working with children 0-17 however, primary focus and percentages represented in objective (work plan expectations) are for population of children 0-5 served within San Bernardino County

STRATEGIC PRIORITY AREA
CHILD HEALTH:
Children prenatal through age 5 and their families can access the full spectrum of health and behavioral health services needed to enhance their well-being.

Investment Area:

- Systems Level Efforts:
  Collaboration, Community Capacity Building and Workforce
- Supportive Strategies:
  Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

SERVICE AREA (LOCATIONS)
Countywide
ASSIGNED ANALYST: Merceides Logans

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2019-2020</td>
<td>$459,877</td>
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<tr>
<td>2020-2021</td>
<td>$539,877</td>
</tr>
<tr>
<td>2021-2022</td>
<td>$459,877</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,459,631</strong></td>
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AGENDA ITEM 7
JULY 1, 2020

Subject
Footsteps2Brilliance® Comprehensive Suite of Early Literacy Programs – Perpetual License Expansion

Recommendations
Approve funds in an amount not to exceed $308,292 and authorize the Executive Director to negotiate an agreement(s) with San Bernardino County Superintendent of Schools for the Comprehensive Footsteps2Brilliance® Early Literacy Programs’ perpetual license and program expansion, under the San Bernardino Countywide Vision2Read literacy initiative, as continued support of the program to improve literacy rates throughout the County. The resulting agreement(s) will be brought back before the Commission for final approval.

(Presenter: Karen E. Scott, Executive Director, 252-4252)

Financial Impact
$308,292 from Fiscal Year 2020-2021.

Background Information
In June 2017, the First 5 San Bernardino (F5SB) Commission adopted a resolution formerly representing the partnership with the San Bernardino County Superintendent of Schools (SBCSS), Preschool Services and the Children’s Fund in support of early literacy, for children in San Bernardino County. Countywide literacy is of the utmost importance and needs to begin before students enter kindergarten. A system that supports quality early learning experiences for children from birth through age five is key to shifting the future generation.

In March 2016, the F5SB Commission approved an investment of $228,500, into the Footsteps2Brilliance® Legacy XII Model Innovation County License Collaborative Partnership. This partnership was led by SBCSS. The Legacy XII License was for a period of 5 years, ending June 30, 2021, which granted access to the Footsteps2Brilliance® (F2B) App, 3 years of hosted program development, webinars, parent engagement events, stakeholder/town hall meetings and technical support.

F2B, as a strategy in the San Bernardino Countywide Vision2Read literacy initiative, was officially unveiled on April 19, 2017 during a national press conference at the San Bernardino County Government Center. In January 2017, a cohort of 1,200 children from County preschool programs, were identified by the partnership. These children were assigned a unique identifier, which allowed their progress in learning and literacy growth to be tracked through the data collection built into the F2B platform. While SBCSS acknowledges that tracking specific student growth was challenging due to the change in student identification numbers between preschool and kindergarten, they do expect to see continued growth in English-Language Arts/literacy as additional children ages 0-5 are provided with essential early literacy resources such as that which is available with F2B.

In 2015, only 31% of San Bernardino County 3rd graders met the California English-Language Arts/literacy standards. Since the launch of F2B, overall growth in 3rd grade English-Language Arts/literacy has consistently increased. As of December 2019, 43% of our 3rd grade students are meeting or exceeding standards.

The San Bernardino County Vision2Read Consortium is seeking to expand its current provision of literacy services by converting from a 5-year license to a
perpetual licensing agreement with F2B. This expanded license will include not only the F2B Enterprise App, the School Edition App and the Bilingual Edition App, but also the new Clever Kids University Pre-Reader Curriculum – Bilingual App, designed especially for children ages 2 – 5. (See Attachment A) Clever Kids University curriculum is comprehensive, research-based and aligns with state preschool standards as well as the Head Start Child Development Early Learning Framework. It is built on daily bilingual lessons to prepare every child for kindergarten. The lessons provided are uniform, high-quality early learning that is presented in a highly effective spiraling sequence. Unlike any other early learning app, Clever Kids University Pre-Reader intentionally engages parents by prompting children to work with a “grown up” to complete specific activities. Children ages 2 and 3 essentially work on the program in the “laps” of their caregivers, increasing social and emotional bonding. Clever University supports parents engaging with the child as their first and most important teacher.

The expanded, perpetual licensing of F2B will support achievement of some long-range goals of the Countywide Vision2Read literacy initiative partnership. One such goal is the infusing of F2B into preschool classroom instruction with the implementation of a second cohort, increasing the target group that is measured with data collection, from 1,200 preschoolers to more than 6,000. Another goal is to promote the initiative through County library services, Quality Start San Bernardino early education sites, alternative sites such as YMCA, Boys and Girls Club, city parks and recreation facilities, housing projects, as well as non-profit organizations, allowing for the continued positive impact on literacy in the County.

SBCSS, serving as the lead, is in the process of finalizing the direct contract with F2B (see Attachment A). The total cost for San Bernardino County is $1,233,168 for a perpetual license. F5SB seeks approval to invest in this continued collaboration in the amount of $308,292, which represents 25% of the total costs. If approved, F5SB will work with SBCSS Counsel to develop a financial agreement between SBCSS and F5SB and utilize an invoice process.

With support of Talk, Read, Sing, Reach Out and Read, Vision2Read with F2B, and the IRead collaborative, F5SB is committed to helping to eliminate the 30 million word gap that occurs by age 3 for lower economic children in our county. F5SB will market the F2B app and its benefits to all child-serving organizations.

Expanding F2B in San Bernardino County, as a perpetual, free resource to all residents, supports the Cradle to Career initiative goals and is an opportunity to scale an early learning solution quickly throughout schools homes and communities. F2B leverages the power of mobile learning technology and promotes collective impact objectives amongst all stakeholders to prepare Pre-K children for early learning success.

Review

Sophie Akins, Commission Counsel
<table>
<thead>
<tr>
<th>Report on Action as taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action:</td>
</tr>
</tbody>
</table>
| Moved: __________________ Second: ___________
| In Favor:                |
| Opposed:                 |
| Abstained:               |
| Comments:                |
| Witnessed:               |
OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92415-0020

AGREEMENT FOR SERVICES
AGREEMENT NO. 19/20-1301

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this 10th day of June, 2020, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "SUPERINTENDENT", and Footsteps2Brilliance, Inc., hereinafter called "F2B" (each a "Party" and together, the "Parties").

RECIPIENTS

WHEREAS, the SUPERINTENDENT desires Early Learning Mobile Technology Platform perpetual access licenses in accordance with the Equity Access Grant which will provide access to a program for all families with Pre-Kindergarten (pre-K) children based on funding for 6,190 children across 65 school sites in San Bernardino County, with the option to expand the number of cohort sites for program inclusion and expansion supporting the Countywide Vision2Read (V2R) collective impact early education partnership; and

WHEREAS, F2B'S program includes qualifying for the White House Initiative on "Educational Excellence for Hispanics" and an offer of the Early Learning Literacy Equity Access Grant; and

WHEREAS, F2B is specially skilled, trained, experienced and competent to render the services and advice described in Section 1 of this Agreement and SUPERINTENDENT requires these services and advice;

NOW, THEREFORE, SUPERINTENDENT and F2B mutually agree as follows:

1. **Services to be Provided by F2B**

   a. **F2B** shall grant SUPERINTENDENT a perpetual license to access eight programs and initiatives including Model Innovation County Initiative, Footsteps2Brilliance®, Inc. Enterprise Application School Edition, Bilingual Edition, CleverKids University (Pre-Reader for Birth-PreK), Summer Climb, Spring Break, and Winter Break (hereinafter called "PROGRAM") for up to 1,500 students in the existing cohort of parents, teachers and administrators in San Bernardino County at twenty (20) sites ("Cohort I"). **F2B** shall also provide PROGRAM to 4,690 students in a second cohort of parents, teachers and administrators in San Bernardino County at forty-five (45) sites ("Cohort II"). In total, **F2B** shall provide perpetual access and use of PROGRAM to support any subsequent preK cohorts, plus free community access to PROGRAM for all residents of San Bernardino County. Together, **F2B's** provision of the PROGRAM as described in this Section 1(a) and Attachment A...
(proposal dated 11/21/2019) and the services listed below to **SUPERINTENDENT**, shall constitute the "Services." Services shall include:

- Perpetual access and use of the PROGRAM, subject to the provisions of Section 3(e) herein governing **SUPERINTENDENT'S** termination of licenses. Perpetual access defined as access to PROGRAM, inclusive of community members within every zip code that defines San Bernardino County;

- Up to one hundred and fifty-eight (158) sessions of professional development to be used for Implementation Planning, Curriculum Alignment, Customized Services, Assigned Client Success Manager, Professional Development, Classroom Coaching, Parent Trainings, Hosting, Tech Support, Data Management System & Analytics, Monthly Check-In Calls, Outreach, Reporting, Advisory Group Support Services, Software Upgrades

b. **F2B** grants **SUPERINTENDENT** and **USERS** a perpetual, non-transferable, non-sublicensable, non-exclusive license during the term of this Agreement to access and use **F2B'S** PROGRAM solely for educational purposes.

c. **F2B** will perform said Services as an independent contractor under the direction of the **SUPERINTENDENT** in the pursuit of his or her independent calling and not as an employee of **SUPERINTENDENT**; and he or she shall be under the control of **SUPERINTENDENT** as a result to be accomplished.

2. **Services to be Provided by SUPERINTENDENT**

a. **SUPERINTENDENT** will prepare and furnish to **F2B**, upon **SUPERINTENDENT'S** request, such information as is reasonably necessary to the performance of **F2B'S** work under this Agreement.

b. **SUPERINTENDENT** shall provide to **F2B** the student's last name, student's first name, teacher name and school site in electronic form using comma delimited, Excel or American Standard Code for Information Interchange ("ASCII") format as needed for **F2B** to provide **USERS** with access to the PROGRAM and for **F2B** to provide the Services hereunder.

c. **SUPERINTENDENT** has authority to designate access levels to the data and PROGRAM.

3. **F2B'S Fee and Payment Thereof**

a. **SUPERINTENDENT** will pay **F2B** at the flat rate of one million, two hundred thirty-three thousand, one hundred and sixty-eight and no/100 Dollars ($1,233,168) for Cohort I and Cohort II members.
b. Pre-K organizations partnering with SUPERINTENDENT may add to the number of participating school sites. Training and professional development can be provided by F2B under the scope of the 158 professional development sessions provided to the SUPERINTENDENT or can be invoiced to the partnering organization at the discretion of the SUPERINTENDENT.

c. SUPERINTENDENT will pay no amount of travel or other expenses of F2B'S under this Agreement.

d. The total amount paid under this Agreement shall not exceed one million, two hundred thirty-three thousand, one hundred and sixty-eight and no/100 Dollars ($1,233,168.00). Payment will be made within sixty (60) days and upon verification of invoice. The invoice must include F2B'S signature and tax identification number.

e. In the event that SUPERINTENDENT determines, in its sole discretion, that the number of PROGRAM licenses to be provided by F2B to USERS hereunder are no longer needed, SUPERINTENDENT shall provide written notice to F2B pursuant to Section 14 herein. F2B shall, within sixty (60) days of receipt of written notice from SUPERINTENDENT, refund SUPERINTENDENT for the pro-rated cost per Section 5 herein paid by SUPERINTENDENT for such PROGRAM licenses.

4. Completion of State and Federal Tax Information Forms (United States Residents)

a. As an independent contractor doing business with the SUPERINTENDENT, F2B must complete applicable state and federal tax forms to determine federal and state reporting status. The enclosed Form W-9 must be completed and returned to issue any payments applicable to this Agreement.

1) Sole Proprietors: On Form W-9, enter your individual name as shown on your social security card on the "Name:" line. You must enter your business, trade, or "doing business as (DBA)" name on the "Business Name" line.

b. California nonresidents must complete and submit a Form W-9 and Form 590.

1) Form 590: This form is required to determine California Residency. Payments made to California nonresidents, including corporations, limited liability companies and partnerships that do not have a permanent place of business in California, may be subject to a seven percent (7%) state income tax withholding (California Revenue and Taxation Code §18662). Types of income subject to withholding include payments for services performed in California and payments of leases, rents, and royalties for property located in California.
2) Partial or Complete Exemption from California Withholding taxes.

a) Form 588 Nonresident Withholding Waiver Request: If you meet the criteria for California withholding, you may apply for a waiver (Form 588) from the State of California through the California Franchise Tax Board. A copy of the approved waiver must be received by the SUPERINTENDENT prior to the first payment of this Contract in order to apply the exemption from the required seven percent (7%) withholding.

b) Form 587 Nonresident Withholding Allocation Worksheet: If you do not qualify for a waiver from California Withholding (an approved Form 588) and do not have a permanent place of business in the state of California, complete and submit Form 587 to determine if withholding is required on the scope of work for this Agreement.

c. As appropriate SUPERINTENDENT will provide F2B, state and/or federal agencies with a statement of earnings at the conclusion of each calendar year.

5. Duration of Agreement

a. The term of this Agreement shall be from June 30, 2020 through and including June 30, 2021, and shall automatically renew for four successive one year terms as proscribed by Education Code 17596, which limits service contract renewals to 5 years, unless terminated in writing by either party pursuant to the termination provisions set forth in Section 7 (Termination of Agreement) herein.

6. Licensing Terms

Access to and use of F2B’S PROGRAM shall be subject to the following terms:

a. Ownership: This Service, together with the arrangement and compilation of the content delivered by this Service, is the copyrighted property of F2B and/or its various third-party licensors. Some of the content delivered by this Service is licensed to F2B for use as an element of this Service, and is the copyrighted work of a third party. In addition, the trademarks, logos and service marks displayed on this Service (collectively, the "Trademarks") are registered and common law Trademarks of F2B, its affiliates, and its licensors. Nothing contained in these Licensing Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of F2B, or such other party that may have the right to control use of particular Trademarks.

b. Use of Service: F2B grants SUPERINTENDENT and USERS a perpetual, non-transferable license to use this Service in accordance with the terms and conditions of this Agreement. SUPERINTENDENT may only use this Service for educational purposes and shall not use this Service for any other purpose. The software utilized
to provide this Service and the Content delivered by means of this Service may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of F2B, and/or its licensors, except that SUPERINTENDENT may download, display and print the materials presented on this Service for SUPERINTENDENT'S personal, educational use only.

SUPERINTENDENT shall not utilize any software, application, or algorithm, whether integrated in a browser or otherwise, that modifies or adds content to the layout, design, or content of any F2B webpage. SUPERINTENDENT agrees that SUPERINTENDENT will not transmit or otherwise transfer any Web pages, data or content delivered by this Service to any other computer, server, Web site, or other medium for mass distribution or for use in any commercial enterprise. SUPERINTENDENT agrees that SUPERINTENDENT will not use any device, software or routine to interfere or attempt to interfere with the proper working of this Service. Unauthorized use of this server and/or the materials contained on this server may violate applicable copyright, trademark or other intellectual property laws or other laws.

SUPERINTENDENT must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices. The use of such materials on any other Web site or in any environment of networked computers is prohibited. SUPERINTENDENT is prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. In addition, SUPERINTENDENT is prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right, (c) contains a virus, bug or other harmful item, or (d) is used to unlawfully collude against another person in restraint of trade or competition. SUPERINTENDENT shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from SUPERINTENDENT'S use of this Service.

c. Age and Responsibility: SUPERINTENDENT shall be responsible for maintaining the confidentiality of SUPERINTENDENT'S user identification and password. SUPERINTENDENT agrees to accept responsibility for all activities that occur under SUPERINTENDENT'S account or password, including those undertaken by a child for whom SUPERINTENDENT has provided consent to use the Service. SUPERINTENDENT understands that SUPERINTENDENT is financially responsible for all users of this Service by SUPERINTENDENT and SUPERINTENDENT'S USERS, those using SUPERINTENDENT'S login information and any child for whom SUPERINTENDENT has provided consent to use the Service.
d. DISCLAIMER; EXCLUSION OF WARRANTY. THE SERVICE DELIVERS CONTENT TO USERS' COMPUTERS AND MOBILE DEVICES BY MEANS OF THE BROADBAND AND SMS MESSAGING FUNCTIONALITIES OF SUCH DEVICES. DEPENDING UPON SUPERINTENDENT'S ARRANGEMENT WITH SUPERINTENDENT'S PROVIDER OF BROADBAND CONNECTIVITY (LANDLINE OR WIRELESS) AND/OR SMS MESSAGING FUNCTIONALITY, USE OF THE SERVICE MAY RESULT IN SUPERINTENDENT'S INCURRING ADDITIONAL CHARGES FOR THE INCREMENTAL BANDWIDTH OR SMS MESSAGE FUNCTIONALITY INVOKED TO DELIVER THE SERVICE TO SUPERINTENDENT'S DEVICE(S). F2B ENCOURAGES YOU TO ASCERTAIN THE EXTENT, IF ANY, OF ANY SUCH INCREMENTAL CHARGES THAT SUPERINTENDENT'S USE OF THE SERVICE MAY CAUSE YOU TO INCUR PRIOR TO SUPERINTENDENT'S USE OF THE SERVICE. UNDER NO CIRCUMSTANCES SHALL F2B BEAR ANY RESPONSIBILITY FOR ANY SUCH COSTS.

F2B AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND REGARDING THIS SERVICE AND/OR ANY OF ITS CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. F2B AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA DELIVERED BY MEANS OF THIS SERVICE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NEITHER F2B NOR ANY OF ITS LICENSORS WARRANT THAT THIS SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

e. LIMITATION OF LIABILITY, F2B ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT SUPERINTENDENT'S COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF SUPERINTENDENT'S ACCESS TO OR USE OF THIS SERVICE OR SUPERINTENDENT'S DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR Audio FROM THE SERVICE. IN NO EVENT SHALL F2B OR ANY OF ITS LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (I) ANY USE OF THIS SERVICE OR CONTENT DELIVERED THEREBY, OR (II) ANY FAILURE OR DELAY IN THE OPERATION OF THE SERVICE.
7. Termination of Agreement

a. If at any time during the performance of this Agreement SUPERINTENDENT determines, at SUPERINTENDENT'S sole discretion, that F2B'S services are or have become unsatisfactory, or if at any time during the performance of this agreement SUPERINTENDENT determines, at SUPERINTENDENT'S sole discretion, to suspend indefinitely or abandon the work under this agreement, SUPERINTENDENT shall have the right to cancel this agreement and terminate the performance of F2B'S services hereunder. In the event of such cancellation, SUPERINTENDENT shall give written notice to F2B of its intention to cancel sixty (60) days in advance of the effective date of the cancellation.

b. If the cancellation is for unsatisfactory performance, SUPERINTENDENT shall be obligated to pay F2B only for those services deemed by SUPERINTENDENT to be satisfactory as of the effective date of cancellation or termination. If the
cancellation is the result of SUPERINTENDENT'S decision to suspend indefinitely or abandon the work under this agreement, SUPERINTENDENT shall be obligated to pay F2B only for those services performed by F2B through the effective date of cancellation or termination.

8. Successors and Assigns

This agreement shall not be assignable except with written consent of parties hereto.

9. Compliance with Laws

a. F2B shall comply with all federal, state and local laws and ordinances applicable to such work. F2B shall provide worker's compensation insurance to self-insure his or her services.

10. Privacy

a. F2B will comply with the provisions of California Education Code 49073.1, adhere to the requirement that student USERS records will continue to be the property of and under the control of the SUPERINTENDENT and ensure compliance with the Federal Family Educational Rights and Privacy Act ("FERPA") and relevant California data privacy laws, including but not limited to, the Children's Online Privacy Protection Act ("COPPA") and the Student Online Personal Information Protection Act ("SOPIPA").

b. Student Data obtained by F2B from SUPERINTENDENT continue to be the property of and under the control of the SUPERINTENDENT. "Student Data" includes any data, whether gathered by F2B or provided by SUPERINTENDENT or its users, students, or students' parents/guardians that is descriptive of a student of SUPERINTENDENT, including, but not limited to, information in the student's educational record, grades, evaluations, medical records, health records, social security numbers, biometric information, socioeconomic information, political affiliations, voice recordings, or geolocation information. "Student Data" also includes: (1) any information that directly relates to a student of SUPERINTENDENT and that is maintained by SUPERINTENDENT or by an entity acting on behalf of SUPERINTENDENT, and (2) any information acquired directly from a student of SUPERINTENDENT through the use of instructional software or applications assigned to the student by a teacher or other employee of SUPERINTENDENT.

c. F2B shall only access and use Student Data for the purpose of providing services to SUPERINTENDENT under this Agreement, with prior written parental consent, or as allowed under applicable federal and state law permitting access to confidential student information.
d. **F2B** shall not re-disclose Student Data to any third party without the prior written consent of **SUPERINTENDENT** and any such disclosure shall be consistent with state and federal law. For purposes of this Agreement, **F2B** is a school official with legitimate educational interests in accessing Student Data pursuant to this Agreement and shall be under the direct control of **SUPERINTENDENT** with respect to the use and disclosure of Student Data.

e. **F2B** shall abide by and maintain adequate data security measures, consistent with industry best practices, to protect Student Data from unauthorized disclosure. Such measures shall include, but shall not be limited to, the designation and training of responsible individuals to ensure the security and confidentiality of Student Data.

f. **F2B** certifies that Student Data shall not be retained or available to **F2B** upon completion of the terms of this Agreement. Upon completion of the terms of this Agreement, or upon termination of this Agreement by either Party, **F2B** shall either return or destroy all Student Data obtained from **SUPERINTENDENT** pursuant to the performance of this Agreement and shall provide **SUPERINTENDENT** with written confirmation that Student Data is no longer retained by or available to **F2B**.

g. **F2B** shall provide a means by which a parent, legal guardian, or eligible pupil may review personally identifiable information housed in the **PROGRAM** and correct erroneous information.

h. **F2B** shall notify **SUPERINTENDENT**, and any affected parents, legal guardians, or eligible pupils in the event of an unauthorized disclosure of Student Data, including notification in the event of a data breach in accordance with California Civil Code section 1798.82.

i. **F2B** shall not use Student Data to engage in targeted advertising.

11. **Confidentiality**

a. "Confidential Information" consists of non-public business or technical information that the party disclosing it indicates to the party receiving it is to be treated as confidential or proprietary. The **SUPERINTENDENT** and **F2B** each agree to secure and protect the Confidential Information that each receives from the other in a manner consistent with the maintenance of the disclosing party's rights therein, using a degree of care which is not less than the degree of care that it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in the performance of its obligations under this Agreement.
b. Notwithstanding the provisions of Paragraph 11(a), Confidential Information of a party shall not include information which: (i) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to the confidential information of another party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (v) is required to be disclosed. Pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall, to the extent permitted under applicable law, provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy.

12. Warranty

F2B warrants that it has the full authority to grant the rights granted herein to the SUPERINTENDENT. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, F2B DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PRODUCTS/SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND ANY WARRANTY THAT THE PRODUCTS/SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION OR THAT THEY WILL OPERATE IN AN ERROR-FREE MANNER. THE PRODUCTS/SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS.

13. Hold Harmless

F2B agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the SUPERINTENDENT, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the F2B in the performance of this contract. It is understood that employees and any subcontractor of the F2B in its performance under this contract are not agents or employees of the SUPERINTENDENT. In no event shall F2B be liable for any amount which exceeds the compensation paid to F2B pursuant to Section 3.

14. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and delivered by way of U.S. Certified Mail, return receipt, or by overnight courier. Notice shall always be sufficiently given when it is personally delivered to the recipient in writing, and shall be effective upon the date of such personal receipt.
15. **Governing Law**

   This Agreement shall be governed and enforced in accordance with the laws of the State of California.

16. **Severability**

   Should any provision or part of this Agreement be held invalid, the invalidity shall not affect any other provision or part of this Agreement which can be given effect without the invalid provision or part, and to this end, the provisions of this Agreement are declared to be severable.

17. **Counterparts**

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

18. **Dispute Resolution**

   In the event that any dispute, controversy or claim should arise out of or relate to this Agreement, F2B and SUPERINTENDENT agree to use their best efforts to promptly and amicably resolve such dispute(s) through direct negotiation. SUPERINTENDENT and F2B acknowledge and agree that this Section 18 does not limit their respective rights and obligations under Section 7 (Termination of Agreement) herein.

19. **Modification of Agreement**

   This Agreement may be modified only by a written instrument executed by F2B and SUPERINTENDENT.
20. **Entire Agreement**

This writing contains the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes any prior oral or written agreements or communications between the Parties regarding such subject matter.

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

**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**

Richard DeNava, Assistant Superintendent
Business Services

Date: __________________________

**FOOTSTEPS2BRILLIANCE®, INC.**

______________________________, CEO

Date: __________________________

Tax ID No.: ____________________
AGENDA ITEM 8
JULY 1, 2020

Subject
Matrix Outcomes Model, LLC contract for access to Family Development Matrix database.

Recommendation
Approve Contract IC043 with Matrix Outcomes Model, LLC for $178,610 for Fiscal Years 2020-2023 for assessment, case management and reports.
(Presenter: Alejandro Gutierrez-Chavez, Staff Analyst II, 252-4258)

Financial Impact
$178,610 for Fiscal Years 2020-2023.

Background Information
Through the Family Community Support Partnership (FCSP) initiative, First 5 San Bernardino (F5SB) supports improved parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5 with the goal of reducing the risk of child abuse.

In Fiscal Year 2014-2015, the Commission approved a contract with Matrix Outcomes Model (MOM) to provide internal technical assistance for the design of the Family Development Matrix (FDM) to be used for assessment, case management and evaluation components for the FCSP initiative. The design group included First 5 staff and other stakeholders that structured the FDM framework over a period of 5 (five) months.

MOM is a comprehensive and complimentary set of assessment, evaluation and case management tools used to structure service delivery to ensure best practice and to standardize data collection for reliable evaluation of family support initiatives.

In 2015, the Commission approved 11 FCSP contracts for a three-year term to improve parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5 in San Bernardino County. The FCSP model utilizes the evidence-based Nurturing Parenting Program (NPP) as the primary parenting education curriculum coupled with the structured Case Management (CM) using the Matrix Outcomes Model (MOM), Family Development Matrix (FDM) tool.

In 2017, FCSP contracts were extended by the Commission for two additional years ensuring that F5SB had a multi-year data set that was reliable and to justify an expansion of the initiative.

In June 2020, the Commission approved the FCSP-Expansion (19-02) contracts, for six contracted agencies to support the Commission’s cornerstone priority on Child Abuse Prevention using the FCSP model.

Pending Commission approval, MOM will aid contracted agencies for FCSP-E RFP (19-02) in reducing the incidences of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of children 0-5.

Approval of this item supports the Family Support Strategic Priority Area in the Commission’s 2020-2023 Strategic Plan through the following Investment Area:
- **Systems Level Efforts:**
  Collaboration, Community Capacity Building and Workforce

- **Supportive Strategies:**
  Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

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**Witnessed:**

Sophie Akins, Commission Counsel
### STANDARD CONTRACT

**Children and Families Commission for San Bernardino County**

**STANDARD CONTRACT**

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<th>Abbreviated Use</th>
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**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:

---

**Contract Database**

- **Audit-Controller/Treasurer Tax Collector Use Only**
  - [ ] Contract Database
  - [ ] FAS

**Input Date**

- **Keyed By**

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**87**
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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.

**Adverse Childhood Experiences (ACEs):** Describes all types of abuse, neglect, and other potentially traumatic experiences that occur to people under the age of 18. (CDC).

**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.

**California Evidence-Based Clearinghouse (CEBC) for Child Welfare:** Advances the effective implementation of evidence-based practices for children and families involved with the child welfare system.

**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.

**Case Management:** Collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual’s and family’s comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost effective outcomes.

**Collaborative:** Agencies demonstrates ability working jointly with others, building coalition together.
**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.

**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 childcare 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.

**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 Community Support Partnership (FCSP) Model:** A prevention model with the objective to reduce risk of child abuse/neglect that can be replicated in San Bernardino County. The model component includes parent education curriculum (Nurturing Parenting Program) and structured case management (Family Development Matrix: Matrix Outcome Model).

**Family Community Support Partnership – Expansion (FCSP-E):** An intentional system designed to bridge, support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach.

**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 FDM. 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 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, families are linked with needed programs and services.

**Help Me Grow Evaluation Advisory Board (HMG-EAB):** 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:** Enables HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

**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.

**Inland Empire Community Collaborative (IECC):** Consultants for Family Community Support Partnership (FCSP) Cooperative Expansion Project.

**Maternal Health Network:** A collective of service providers that support the maternal health system throughout San Bernardino County and engage in a collaborative process to identifying gaps to address in maternal health services.

**Matrix Outcomes Model (MOM):** A model that provides a set of complimentary assessment, case management and evaluation tools.

**Mental Health Promotion:** Related to improving the quality of life and potential for health rather than amelioration of symptoms and deficits.

**Notable Outcomes:** Worthy of note to promote a shared countywide data bank of evidenced based child abuse risk prevention and early intervention best practices
Nurturing Parenting Program (NPP) for Parents and their Infants, Toddlers and Preschoolers: A family-centered program designed for the prevention and treatment of child abuse and neglect. Both parents and their children birth to five years participate in home-based, group-based, or combination group-based and home-based program model. Lessons are competency-based ensuring parental learning and mastery of skills.

**Optimal Development:** A child is most likely to reach his/her full potential if he/she experiences consistent, predictable, enriched, and stimulating interactions in a context of attentive and nurturing relationships.

**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.

**Parent-Child Enrichment Activities:** Activities for parents and children to do together depending on child’s stages of development and individual interest.

**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.

**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.

**Post-Assessment (AAPI-2.1 Form A):** Taken after completion of NPP sessions to measure effectiveness of NPP based on the risk identified in Pre-Assessment AAPI.

**Pre-Assessment (AAPI-2.1 Form B):** Take before NPP sessions begins to identify risk areas/constructs as a process to select NPP curriculum topics to target.

**Prevention:** Services that mitigate effects of risk and stress and address potential early relationship challenges or vulnerabilities that impact early development.

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

**Project 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.

**Project Scope of Work/Workplan:** A document containing project expectations and deliverables as agreed upon by First 5 San Bernardino and project contractors. The work plan includes information on the individual components of the project 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 Improvement:** A systematic, formal approach to the analysis of practice and performance efforts to improve performance.

**Quality Start San Bernardino (QSSB):** Local Quality Rating and Improvement System (QRIS). QSSB is a collaborative efforts charged with strengthening the quality of the early childhood education system county wide.

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

**Relationship Based Practice/Relational Informed Practice:** When you engage with a family, you help strengthen the partnership with them. There are six Relationships-Based Practices that can help promote family engagement. 1. Observe and describe the child's behavior to open community with the family; 2. Reflect on the family's perspective; 3. Support competence; 4. Focus on the family-child relationship; 5. Value a family's passion; 6. Reflect on your own perspective.

**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.

**Resource Center:** A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

**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.

**Scalable Service:** Agencies is capable of expanded or upgraded on demand to meet increase service needs.

**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.

**Sten Scores:** The data are plotted on the profile using sten scores as the unit of measurement. Sten scores are "standard ten scores" that are built for a normal distribution. Responses to the AAPI-2.1 for each of the subscales are categorized as Low Risk, Moderate Risk or High Risk for Child Maltreatment.

**Strengthening Families Framework:** The Strengthening Families framework is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five key Protective Factors. 1.) Parental resilience; 2.) Social connections; 3.) Knowledge of parenting and child development; 4.) Concrete support in times of need; 5.) Social and emotional competence of children.

**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.

**Trauma Informed Practice:** Strengths based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasis physical, psychological and emotional safety for
both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time.

**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 project deliverables identified in this Contract, including Attachment A – Project Scope of Work and Attachment B – Project 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 Project Scope of Work (Attachment A) and other project 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 Project Scope of Work (Attachment A) and the data collection system, the information in the system will take precedence over the Project Scope of Work 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 Project Scope of Work and/or other project 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. 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.

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.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
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. Contractor’s governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission’s Policy 18-01 Non-public Personally Identifiable Information specified at http://first5sanbernardino.org/CommissionPolicies.aspx prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://first5sanbernardino.org/CommissionPolicies.aspx are hereby incorporated by this reference.

- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information.
Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- 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:

- Assuring 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 project, 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.

f. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

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 shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or
certifications in effect for the duration 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 to safety and health ordinances and statutes, including fire clearances, for each site where project activities are conducted 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 and Costs
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. 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. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

Y. Attribution
Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf.

Z. 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.

AA. 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.

- **Project Reports**
  Contractor will submit Project Reports, which include quarterly and year-to-date progress on actual achievement of project deliverable compared to projected achievements as detailed in Project Scope of Work (Attachment A) and other data collection information as requested by the
Commission. Project Reports will include data on project deliverables as well as narrative information on lessons learned, course corrections and success stories for the quarter. Contractor is required by the Commission to complete and submit Project Reports electronically via the Commission’s web based data system. For each quarter, Contractor shall provide the Commission with a Quarterly Project 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 Quarter, Contractor shall provide the Commission with a Quarterly 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.

BB. 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.).

CC. 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 neither it, its principals, nor 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.

EE. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy (San Bernardino County Policy 11-08), 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 Project Scope of Work 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 $178,610 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 2020-21    $ 59,890   July 1, 2020 through June 30, 2021
- Fiscal Year 2021-22    $ 59,890   July 1, 2021 through June 30, 2022
- Fiscal Year 2022-23    $ 58,830   July 1, 2022 through June 30, 2023

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 from finds another revenue source 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 Budget Revision Requests to the Commission no later than February 28th of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after February 28th will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

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.

Initial Here
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 monitor 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 the project 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.

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, 2020 and expires June 30, 2023, 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 two (2) additional one (1)-year periods by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2023 is contingent on a Project Scope of Work and a Project 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:**
Matrix Outcomes Model, LLC  
PO Box 727  
Weed, CA. 96094

**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. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.

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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

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 in providing services, 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. 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.
XI. CONCLUSION

A. This Contract, consisting of 25 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.

C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Authorized Signature

CaSonya Thomas

Title

Dated

Official Stamp

Matrix Outcomes Model, LLC

Legal Entity

Authorized Signature

Jerry Endres

Printed Name

Owner Matrix Outcomes Model

Title

Dated

Reviewed for Processing

Cindy Faulkner

Assistant Director

Date

Approved as to Legal Form

Sophie Akins

Commission Counsel

Date

Presented to Commission for Signature

Karen E. Scott

Executive Director

Date
<table>
<thead>
<tr>
<th>Objective 1. Complete study background on NP F5SB MOM PF</th>
<th>Discussion and Design with MOM and F5SB evaluation team for the study to expand the knowledge base explaining differences in benefits to families and for child wellbeing from F5SB programs by exploring the relationship between those receiving Nurturing Parenting Program and Family Development Matrix.</th>
<th>Summer through Fall 2020</th>
<th>F5SB program and Matrix study staff develop a common understanding and role clarity around implementation of the study. A meeting to review and discuss fidelity to the study protocol, and addition of the Protective Factor Survey and the 3 or 6-month follow-up to assess the sustainable and predictable impact of services.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 2: Decide on study protocols</td>
<td>• Literature review</td>
<td></td>
<td>Develop an updated FDM/NPP/PF protocol</td>
</tr>
<tr>
<td></td>
<td>• Maintain and implement current FDM database entry for six agencies, video and webinar</td>
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<td>• Revision of existing treatment protocols for FDM and NPP and data collection on Persimony database.</td>
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<td>• Changes to protocols for study and addition of Protective Factor Survey</td>
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<td></td>
<td>• Decide on new treatment and data collection protocols</td>
<td></td>
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</tr>
</tbody>
</table>
| Objective 3. Database programming. | MOM programmer makes improvements in database to accommodate evaluations and data needs. Apply changes to MOM database  
- Revision of empowerment plan and follow up assessments in FDM to include PFS.  
- Programing new entry protocols in FDM database | Fall 2021 |  
| Objective 4. Annual Staff training | Train stakeholders on new database  
- Train all agencies providing services on new data collection protocols using FDM and empowerment plan and follow up.  
MOM conducts a staff training workshop with F5SB.  
1. Document background and history of study |  
|  |  |  | MOM and F5SB develop Persimmony and FDM database entry designs.  
- All agency staff who use the FDM attend the workshop and understand:  
  1. A shared understanding of the Family Development Matrix  
  2. How to complete a client assessment and identify family strengths  
  3. How to identify interventions and
2. Present key process points during toward the goals and expected outcomes including how will we use and share the information to inform action?

3. Identify measures available, including the key instruments in use (i.e., AAPI, NPP and FDM/PFS, and other measures added in Persimmony and FDM.

4. Present a protocol for the community agency staff to conduct the AAPI/NPP, FDM, PFS triage. Establish ongoing training and fidelity supervision.

5. Describe how the analysis will be performed and how the information be presented.

6. Discussion points for implementation.

create a family empowerment plan

4. How to complete case management forms

5. A shared understanding of case management protocol

6. How to access the Matrix database and to make data entry for all aspects of the study protocol.
<table>
<thead>
<tr>
<th>Objective 5. Training webinar</th>
<th>MOM provides follow up webinars to further train agency staff with data entry. Technical assistance provided.</th>
<th>Semi annually and as Requested</th>
<th>Video provided to agency staff to follow for data entry.</th>
</tr>
</thead>
</table>
| Objective 6. Implementation of modified MOM database  
  • Agencies implement protocol changes and enter data in database.  
  • Interview users on experiences.  
  • Apply necessary changes to data collection protocols  
  • Apply necessary changes to FDM database. | MOM examines for over due assessments and for data entry omissions following protocol.  
  MOM completes an analysis of FDM data. Based on the coordination with First5 administration/evaluation team. | January-June 2022 | Agences conduct FDM and Protective Factor Surveys exit interviews. Exit data is entered into FDM database.  
  FDM assessments and case management. Ongoing technical assistance available to assist. |
| Objective 5. Examination of compliance with protocol and data entry. | | June 2021 |  
  Data entry and protocol compliance report. Agency coordinators are notified on compliance issues. |
| Objective 6. Report for First5 Family Outcomes and initial study results. | | | |
In coordination with F5SB, MOM conducts an analysis of the impact of program associated with the FDM indicators to establish validity construct for integration of the FDM and Nurturing Parenting program. Data report is used to provide feedback for participating agencies and with overall evaluation.
| Objective 1. Annual Staff training for all participating agencies. | MOM conduct a staff training workshop.  
1. Goals of F5SB study project.  
2. Present key process points toward the goals and expected outcomes and share the information to inform to date the key instruments in use (i.e., AAPI, NPP and FDM/PFS, and other measures added in Persimmony and FDM data bases.  
3. Review the protocol for the community agency staff to conduct the AAPI/NPP, FDM, PFS triage.  
4. How to access the Matrix database and to make data entry for all aspects of the study protocol.  
5. Data Base compliance  
6. Ongoing training/ fidelity supervision plans. | Summer/Fall 2021 | Ongoing Technical assistance provided. | MOM conducts focus group to identify best practices.  
Direct work with the agencies in terms of engagement, developing common understanding and clarity about the purpose and benefits of the study at the practice level or the use of results in supervision for fidelity purposes.  
Agency coordinators are notified on compliance issues. |
| Objective 3. Database programming. | Analysis of Treatment and data collection at baseline  
- Monitor data collection  
- Download FDM, Persimmony and PFS data  
- Perform data matching  
- Perform data analysis to find correlations on FDM indicators, PFS components and APPI stem scores. | As needed | Fall/Winter 2021 | MOM and F5SB develop Persimmony and FDM database entry re-designs and revisions. Agencies conduct FDM and Protective Factor Surveys exit interviews. Exit data is entered into FDM database. The data analysis will involve comparison of the FDM, AAPI and PF measures over time and will include characteristic information, intervention activity measures and a set of follow-up measures collected 3 or 6 months following program exit. To provide “dosage” information occurring between baseline and exit measures to provide the necessary linkage between intervention and outcomes. Through this process, measures corresponding to the overall theory of change are systematically collected and analyzed to answer the research questions. |
| Objective 5. Training webinar | | |
| Objective 6. Analysis of Treatment and data collection at 90 day and 180 day follow up | Monitor data collection | Semi annually and as Requested May/June 2021 |
| | Download FDM, Persimony and PFS data | A. MOM analyses and reports NPP and FDM and Protective Factor intervention data including exit interviews to identify linkages. | |
| | Perform data matching | B. MOM prepares best practices report. | |
| | Perform data analysis to find correlations on changes in FDM indicators, PFS components and APPI stem scores. | C. End of year outcomes report | |

Objective 7. Report for First5 Family Outcomes and study results.

Video provided to agency staff to follow for data entry.

In coordination with F5SB, MOM conducts an analysis of the impact of program associated with the FDM indicators to establish validity construct for integration of the FDM and Nurturing Parenting program.

Data reports are used to provide feedback for participating agencies, with overall evaluation and publications.
| Objective 1. Annual Staff training for all participating agencies. | MOM conduct a staff training workshop.  
1. Goals of F5SB study project.  
2. Present key process points toward the goals and expected outcomes and share the information to inform to date the key instruments in use (i.e., AAPI, NPP and FDM/PFS, and other measures added in Persimmony and FDM data bases.  
3. Review the protocol for the community agency staff to conduct the AAPI/NPP, FDM, PFS triage.  
4. How to access the Matrix database and to make data entry for all aspects of the study protocol.  
5. Data Base compliance  
6. Ongoing training/ fidelity supervision plans. | Summer/Fall 2022 | MOM conducts focus group to identify best practices.  
Direct work with the agencies in terms of engagement, developing common understanding and clarity about the purpose and benefits of the study at the practice level or the use of results in supervision for fidelity purposes |
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<tr>
<th>Objective 3. Training webinar</th>
<th>Video and Help desk available</th>
<th>As needed</th>
<th>Technical assistance provided</th>
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</thead>
</table>
| Objective 3. Database programming. | Analysis of Treatment and data collection at baseline  
- Download FDM, Persimony and PFS data  
- Perform data matching  
- Perform data analysis to find correlations on FDM indicators, PFS components and APPI stem scores. | As needed | Review of Data analysis by Center for Family Centered Practice, University of Iowa |
<p>| Objective 4. Data analysis of FDM, Protective Factor and Exit interview intervention activities | | April/May/June 2023 | |</p>
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<thead>
<tr>
<th>Research Questions:</th>
<th>June 2023</th>
<th>End of year outcomes report</th>
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<tr>
<td>1. What is the relationship between FDM indicators and AAPI measures?</td>
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<td>A. MOM analyses and reports NPP and FDM and Protective Factor intervention data including exit interviews to identify linkages.</td>
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<td>2. What is the relationship among FDM, AAPI, NPP and Protective Factors (PF)?</td>
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<td>B. MOM prepares best practices report.</td>
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<tr>
<td>3. Are there predictable factors that successfully influence achieving measures of stable and self-sufficient on the FDM? (e.g., engagement, involvement with child welfare, justice, age, education, ethnicity, children, substance use disorders, mental illness, living arrangement).</td>
<td></td>
<td>C. Protocol and fidelity report.</td>
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<td>4. How can FDM, AAPI/NPP and/or PF best be used predictively?</td>
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<td>5. Is there fidelity to the intervention model? How is fidelity best</td>
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<td>Objective 6. Preparation and presentation of final results.</td>
<td>6. What is the relationship between the interventions and the measures of the FDM, AAPI and PF?</td>
<td>Compilation of literature review, methodology and results into white paper and academic presentation</td>
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<td>Dissemination of results and submission of abstract and white paper to wider academic and field conferences.</td>
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### FIRST 5 SAN BERNARDINO
#### PROGRAM BUDGET
**FISCAL YEAR:** 2020-2021

**ORGANIZATION:** Matrix Outcomes Model, LLC  
**PROGRAM TITLE:** Family Development Matrix  
**DIRECTOR:** Jerry Endres  
**PROGRAM DIRECTOR:** Jerry Endres  
**FINANCE OFFICER:** Jerry Endres  
**TOTAL BUDGET:** $59,890.00  
**RFP/CONTRACT #:** IC043  

#### FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**TOTAL BUDGET:** 59,890.00

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<th>LINE</th>
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<th>FTE</th>
<th>PAY RATE</th>
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**Total Salaries & Benefits:** $59,890.00
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: 2020-2021

**ORGANIZATION:** Matrix Outcomes Model, LLC  
**DIRECTOR:** Jerry Endres  
**FINANCE OFFICER:** Jerry Endres  
**INITIATIVE:** N/A  
**PROGRAM TITLE:** Family Development Matrix  
**PROGRAM DIRECTOR:** Jerry Endres  
**TOTAL BUDGET:** $59,890  
**RFP/CONTRACT #:** IC043  

### II. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Expense</th>
<th>% of Allocation</th>
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<th>Description/Justification</th>
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<tr>
<td>1. Agency Staff Training for the FDM</td>
<td>100</td>
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<td>Annual staff training onsite</td>
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<td>2. Database training webinars</td>
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<td>Videos and webinars to build staff efficacy with database</td>
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<td>3. Fidelity, coding and protocol compliance checks</td>
<td>100</td>
<td>$1,500</td>
<td>Database monitoring on quarterly examination and feedback to</td>
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<tr>
<td>4. Database programming for organizational administration, case manag</td>
<td>100</td>
<td>$2,500</td>
<td>Programming changes</td>
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<td>5. Data Report</td>
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<td>Agency evaluation reports</td>
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<td>6. Integration of study for FDM and Nurturing Parenting programs</td>
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<td>Planning and analysis of study design and implementation activity</td>
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<td>7. Agency FDM license fees</td>
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<td>Access to FDM database for assessment, case management and reports</td>
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<td>Total Services &amp; Supplies</td>
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### III. FOOD

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### IV. TRAVEL

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<th>Purpose</th>
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<th>Description/Justification</th>
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<td>1. Firs 5 San Bernardino</td>
<td>Meetings and training with First 5</td>
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<td>Total Travel</td>
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**FIRST 5 SAN BERNARDINO**  
**PROGRAM BUDGET**  
**FISCAL YEAR:** 2020-2021

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<tr>
<th>ORGANIZATION:</th>
<th>Matrix Outcomes Model, LLC</th>
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<tbody>
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<td>TOTAL BUDGET:</td>
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<tr>
<td>RFP/CONTRACT #:</td>
<td>IC043</td>
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</table>

**V. SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
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<tbody>
<tr>
<td>Brad Richardson, Ph.D National Resource Center for Family Centered Practices, University of Iowa, School of Social Work</td>
<td>$5,000</td>
<td>Expert in family practice study design, data analysis and literature reports</td>
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<td>Total Subcontractors</td>
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**TOTAL FIRST 5 BUDGET**  
$59,890
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2021-2022

**ORGANIZATION:** Matrix Outcomes Model, LLC  
**DIRECTOR:** Jerry Endres  
**PROGRAM TITLE:** Family Development Matrix  
**PROGRAM DIRECTOR:** Jerry Endres  
**FINANCE OFFICER:** Jerry Endres  
**INITIATIVE:** N/A  
**TOTAL BUDGET:** $59,890.00  
**RFP/CONTRACT #:** IC043

### SALARIES & BENEFITS

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**Total Salaries & Benefits:** $ -
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: 2021-2022

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<thead>
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<th>ORGANIZATION:</th>
<th>Matrix Outcomes Model, LLC</th>
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## II. SERVICES & SUPPLIES

<table>
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<tr>
<th>Expense</th>
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<tr>
<td>1 Agency Staff Training for the FDM</td>
<td>100</td>
<td>$3,000</td>
<td>Staff training onsite</td>
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<tr>
<td>2 Database training webinars</td>
<td>100</td>
<td>$2,000</td>
<td>Videos and webinars to build staff efficacy with database</td>
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<tr>
<td>3 Fidelity, coding and protocol compliance checks</td>
<td>100</td>
<td>$1,500</td>
<td>Database monitoring on examination and feedback to agencies</td>
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<td>4 Database programming for organizational administration, case management</td>
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<td>Programming changes</td>
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<td>5 Data Report</td>
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<td>Protocol, evaluation reports</td>
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<td>6 Integration of study for FDM and Nurturing Parenting programs</td>
<td>100</td>
<td>$10,000</td>
<td>Planning and analysis of study design and development of implementation activity (objectives 1 &amp; 2.)</td>
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<td>7 Agency FDM license</td>
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<td>Access to FDM database for assessment, case management and reports</td>
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## III. FOOD

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## IV. TRAVEL

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## V. SUBCONTRACTORS

- Matrix Outcomes Model, LLC
  - Family Development Matrix
  - Total BUDGET: $59,890
  - INITIATIVE: N/A
  - TOTAL BUDGET: $59,890
  - RFP/CONTRACT #: IC043

###を使う目的

- Meeting & training with First 5
- Staff staff training onsite
- Database training webinars
- Videos and webinars to build staff efficacy with database
- Fidelity, coding and protocol compliance checks
- Database monitoring on examination and feedback to agencies
- Database programming for organizational administration, case management
- Programming changes
- Data Report
- Protocol, evaluation reports
- Integration of study for FDM and Nurturing Parenting programs
- Planning and analysis of study design and development of implementation activity (objectives 1 & 2.)
- Agency FDM license
- Access to FDM database for assessment, case management and reports

###目的地

- Total Services & Supplies
  - $48,500
- Total Food
  - $0

###旅行

- First 5 San Bernardino
  - Meetings and training with First 5
  - $3,000
- Total Travel
  - $3,000

###サブコンタクト

- Matrix Outcomes Model, LLC
  - Family Development Matrix
  - Total BUDGET: $59,890
## FIRST 5 SAN BERNARDINO PROGRAM BUDGET
### FISCAL YEAR: 2021-2022

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<thead>
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<th>ORGANIZATION:</th>
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### PROGRAM YEAR: 2021-2022

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### VI. INDIRECT COSTS

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**TOTAL FIRST 5 BUDGET**

$59,890
### FIRST 5 SAN BERNARDINO

**PROGRAM BUDGET**

**FISCAL YEAR:** 2022-2023

**ORGANIZATION:** Matrix Outcomes Model, LLC

**DIRECTOR:** Jerry Endres

**PROGRAM TITLE:** Family Development Matrix

**PROGRAM DIRECTOR:** Jerry Endres

**FINANCE OFFICER:** Jerry Endres

**TOTAL BUDGET:** $58,830.00

**RFP/CONTRACT #:** IC043

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Total Salaries & Benefits: $ -
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET
## FISCAL YEAR: 2022-2023

| ORGANIZATION: | Matrix Outcomes Model, LLC | DIRECTOR: | Jerry Endres | PROGRAM TITLE: | Family Development Matrix | PROGRAM DIRECTOR | Jerry Endres | TOTAL BUDGET: | $58,830 | INITIATIVE: | N/A | FINANCE OFFICER: | Jerry Endres | RFP/CONTRACT #: | IC043 |

## II. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Expense:</th>
<th>% of Allocation:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
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<td>100</td>
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<td>Annual staff training onsite</td>
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<td>5 Three Data Reports</td>
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## III. FOOD

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## IV. TRAVEL

<table>
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<tr>
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<th>Purpose:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
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<tbody>
<tr>
<td>1 First 5 San Bernardino</td>
<td>Meetings and training with First 5</td>
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<td>Airfare, Hotel, Auto Rental, Food, Parking, Mileage</td>
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## V. SUBCONTRACTORS
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

## FISCAL YEAR: 2022-2023

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Matrix Outcomes Model, LLC</th>
<th>DIRECTOR:</th>
<th>Jerry Endres</th>
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## TOTAL FIRST 5 BUDGET

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## VI. INDIRECT COSTS

| Percent: | $3,330 | Fee for Administration |
| Basis: | Overall program cost | |
| Total Indirect Costs | $3,330 | |

## TOTAL FIRST 5 BUDGET

| | $58,830 | |
Program Outline Document 2020-2023

AGENCY INFORMATION

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CONTACT INFORMATION

SIGNING AUTHORITY

| Name | Jerry Endres |
| Title | Project Director |
| Address | P.O. Box 727 |
| | Weed, CA 96094 |
| E-Mail | jendres@csumb.edu |
| Direct Phone # | (530) 938-3867 |
| Fax # | (530) 938-3867 |

CONTRACT REPRESENTATIVE

| Name | Jerry Endres |
| Title | Project Director |
| Address | P.O. Box 727 |
| | Weed, CA 96094 |
| E-Mail | jendres@csumb.edu |
| Direct Phone # | (530) 938-3867 |
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PROGRAM CONTACT

| Name | Jerry Endres |
| Title | Project Director |
| Address | P.O. Box 727 |
| | Weed, CA 96094 |
| E-Mail | jendres@csumb.edu |
| Direct Phone # | (530) 938-3867 |
| Fax # | (530) 938-3867 |
PROGRAM INFORMATION

TYPE OF AGENCY

☐ Educational Institution  Describe:  Choose an item.
☐ Government Agency  Describe:  Choose an item.
☒ Private Entity/Institution  Describe:  For Profit
☐ Community-Based  Describe:  Choose an item.

PROGRAM DESCRIPTION

The Family Development Matrix (FDM) is a comprehensive, strength-based assessment tool that enhances the community’s program’s commitment to supporting families and children while improving data collection methods.

STRATEGIC PRIORITY AREA & GOAL

FAMILY SUPPORTS:
Families and Communities are engaged, supported, and strengthened through resources and opportunities that assist them in nurturing, caring, and providing for their children’s success and well-being.

Investment Area:

- **Systems Level Efforts:**
  Collaboration, Community Capacity Building and Workforce
- **Supportive Strategies:**
  Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts
**Contract Amount**

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AGENDA ITEM 9
JULY 1, 2020

Subject
Contract IC042 with EVALCORP for Evaluation and Technical Support Services

Recommendation
Approve Contract IC042 with EVALCORP for $1,174,650 for Fiscal Years 2020-2023 for program planning, expansion, evaluation, and implementation.
(Presenter: Alejandro Gutierrez-Chavez, Staff Analyst II. 252-4258)

Financial Impact
$1,174,650 for Fiscal Years 2020-2023.

Background Information
A fundamental concept of First 5 San Bernardino (F5SB) is to focus on the benefit for participants rather than to track activities. This principle is reflected in Section 130100(b) of the California Children and Families Act, which states that “… the state and county commissions shall use outcome-based accountability to determine future expenditures”. The Act further states, in Section 130400(a)(1)(C)(ii), that each strategic plan “shall, at a minimum, include … a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators.”

On April 1st, 2020 the Commission approved and authorized issuance of Request for Qualifications (RFQ) 20-01 for Evaluation and Technical Support Services with the following requirements:

Consultant(s) Requirements:

1. Have expertise and experience in community-based research processes within a collaborative setting; facilitation of training workshops; and delivery of nonprofit/community-based technical assistance and possess strong knowledge of systems and programs serving children 0-5 and their families.
2. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail; and
3. Meet other presentation and participation requirements listed in this RFQ.

After a thorough review process lasting four weeks, EVALCORP was determined to be the best candidate out of six entities who submitted their applications. The proposals were reviewed by both internal and external entities to determine a total score used in consideration for the final awardee of the contract.

First 5 San Bernardino (F5SB) recommends contracting with EVALCORP to provide external evaluation, consultation, and professional services for fiscal years 2020-2023. EVALCORP has provided assessment as well as evaluation related services for small, mid-size, and large community based agencies and First 5 Commissions throughout the state. In addition, EVALCORP can provide services English, Spanish, Korean, Vietnamese, Mandarin, Tagalog, American Sign Language, and other languages upon request.

EVALCORP expertise lies in assessing where an agency or county system currently is in terms of their goals, objectives, and where they intend to go and achieve. Then working within and across such systems to ensure that not only the countywide
goals/objectives are met, but also that the unique community- or regional-level needs are addressed.

EVALCORP’s scope of work is divided into the following six objectives:

- **Initial Information Gathering and On-Going Communication Strategies**- A series of meetings to establish a productive and collaborative relationship with Commission staff.
- **Data Collection, Analysis, and Synthesis**- Data collection, analysis, and synthesis from multiple sources to support decision making around the Commissions Strategic Priority Area investments.
- **Technical Support, Trainings, and Capacity Building**- Training and capacity building needs of F5SB Staff and/or its funded agencies.
- **Planning, Meeting Facilitation, Commission Presentations**– Technical support including, but not limited to, planning, meeting facilitation, and presentations at Commission Meetings and other venues.
- **Reporting and Data Use**- Develop a series of reports, such as F5SB’s Local Outcomes Brief, which are targeted to multiple F5SB Stakeholders.
- **Special Studies and Projects**- Identify and execute one special project each fiscal year in collaboration with Commission and Staff. The special study/project includes data collection, analysis and synthesis; development of data-driven, recommendations; preparation of reports; and dissemination of study/project findings and recommendations.

Pending Commission approval, EVALCORP will assist F5SB with demonstrating measureable outcomes of programs, services and projects for Fiscal Years 2020-2023.

Sophie Akins, Commission Counsel

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**Report on Action as taken**

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Witnessed:
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)

EVALCORP

Address
15615 Alton Parkway, Suite 450
Irvine CA 92618

Phone
949-215-2312

Federal ID No.
14-1881267

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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Abbreviated Use: FY Estimated Payment Total by Fiscal Year

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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.

**Adverse Childhood Experiences (ACEs):** Describes all types of abuse, neglect, and other potentially traumatic experiences that occur to people under the age of 18. (CDC).

**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.

**California Evidence-Based Clearinghouse (CEBC) for Child Welfare:** Advances the effective implementation of evidence-based practices for children and families involved with the child welfare system.

**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.

**Case Management:** Collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual’s and family’s comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost effective outcomes.

**Collaborative:** Agencies demonstrates ability working jointly with others, building coalition together.
**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.

**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.

**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.

**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 Community Support Partnership (FCSP) Model:** A prevention model with the objective to reduce risk of child abuse/neglect that can be replicated in San Bernardino County. The model component includes parent education curriculum (Nurturing Parenting Program) and structured case management (Family Development Matrix: Matrix Outcome Model).

**Family Community Support Partnership – Expansion (FCSP-E):** An intentional system designed to bridge, support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach.

**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 FDM. 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 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, families are linked with needed programs and services.

**Help Me Grow Evaluation Advisory Board (HMG-EAB):** 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:** Enables HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

**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.

**Inland Empire Community Collaborative (IECC):** Consultants for Family Community Support Partnership (FCSP) Cooperative Expansion Project.

**Maternal Health Network:** A collective of service providers that support the maternal health system throughout San Bernardino County and engage in a collaborative process to identifying gaps to address in maternal health services.

**Matrix Outcomes Model (MOM):** A model that provides a set of complimentary assessment, case management and evaluation tools.

**Mental Health Promotion:** Related to improving the quality of life and potential for health rather than amelioration of symptoms and deficits.

**Notable Outcomes:** Worthy of note to promote a shared countywide data bank of evidenced based child abuse risk prevention and early intervention best practices.
Nurturing Parenting Program (NPP) for Parents and their Infants, Toddlers and Preschoolers: A family-centered program designed for the prevention and treatment of child abuse and neglect. Both parents and their children birth to five years participate in home-based, group-based, or combination group-based and home-based program model. Lessons are competency-based ensuring parental learning and mastery of skills.

Optimal Development: A child is most likely to reach his/her full potential if he/she experiences consistent, predictable, enriched, and stimulating interactions in a context of attentive and nurturing relationships.

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.

Parent-Child Enrichment Activities: Activities for parents and children to do together depending on child’s stages of development and individual interest.

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.

Perinatal Parent Education Program:

Post-Assessment (AAPI-2.1 Form A): Taken after completion of NPP sessions to measure effectiveness of NPP based on the risk identified in Pre-Assessment AAPI.

Pre-Assessment (AAPI-2.1 Form B): Take before NPP sessions begins to identify risk areas/constructs as a process to select NPP curriculum topics to target.

Prevention: Services that mitigate effects of risk and stress and address potential early relationship challenges or vulnerabilities that impact early development.

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

Project 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.

Project Scope of Work/Workplan: A document containing project expectations and deliverables as agreed upon by First 5 San Bernardino and project contractors. The work plan includes information on the individual components of the project 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 Improvement:** A systematic, formal approach to the analysis of practice and performance efforts to improve performance.

**Quality Start San Bernardino (QSSB):** Local Quality Rating and Improvement System (QRIS). QSSB is a collaborative effort charged with strengthening the quality of the early childhood education system county wide.

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

**Relationship Based Practice/Relational Informed Practice:** When you engage with a family, you help strengthen the partnership with them. There are six Relationships-Based Practices that can help promote family engagement. 1. Observe and describe the child's behavior to open community with the family; 2. Reflect on the family's perspective; 3. Support competence; 4. Focus on the family-child relationship; 5. Value a family's passion; 6. Reflect on your own perspective.

**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.

**Resource Center:** A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

**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.

**Scalable Service:** Agencies is capable of expanded or upgraded on demand to meet increase service needs.

**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.

**Sten Scores:** The data are plotted on the profile using sten scores as the unit of measurement. Sten scores are "standard ten scores" that are built for a normal distribution. Responses to the AAPI-2.1 for each of the subscales are categorized as Low Risk, Moderate Risk or High Risk for Child Maltreatment.

**Strengthening Families Framework:** The Strengthening Families framework is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five key Protective Factors. 1.) Parental resilience; 2.) Social connections; 3.) Knowledge of parenting and child development; 4.) Concrete support in times of need; 5.) Social and emotional competence of children.

**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.

**Trauma Informed Practice:** Strengths based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasis physical, psychological and emotional safety for
both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time.

**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 perform the specific tasks for implementing the program level evaluation as described in Attachment A - Scope of Work for evaluation consultation services. Pursuant to Section VIII, Paragraphs C & D of this contract, Attachment A will be amended for any period beyond Fiscal Year 2020-2023 to list the specific deliverables 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 Project Scope of Work (Attachment A) and other project 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 Project Scope of Work (Attachment A) and the data collection system, the information in the system will take precedence over the Project Scope of Work 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 Project Scope of Work and/or other project 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. 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. 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.

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.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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 ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission’s Policy 18-01 Non-public Personally Identifiable Information specified at http://first5sanbernardino.org/CommissionPolicies.aspx prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://first5sanbernardino.org/CommissionPolicies.aspx are hereby incorporated by this reference.

- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

N. 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 project, 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.

O. 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.

P. 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.

Q. 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.

R. 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.

f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

S. 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 shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration 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.
T. Health and Safety

Contractor shall comply with all applicable local, state and federal to safety and health ordinances and statutes, including fire clearances, for each site where project activities are conducted under the terms of the Contract.

U. 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.

V. Attorney’s Fees and Costs

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.

W. 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. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

X. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf.

Y. 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.

Z. 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. 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.

- Project Reports

Contractor will submit Project Reports, which include monthly and year-to-date progress on actual achievement of project deliverable compared to projected achievements as detailed in Project Scope of Work (Attachment A) and other data collection information as requested by the Commission. Project Reports will include data on project deliverables as well as narrative information on lessons learned, course corrections and success stories for the quarter. Contractor is required by the Commission to complete and submit Project Reports electronically via the Commission’s web based data system. For each calendar month, Contractor shall provide the
Commission with a Monthly Project 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.

AA. **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.).

BB. **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 neither it, its principals, nor 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.

EE. **Environmental Requirements**

  The Commission has adopted a recycled product purchasing standards policy (San Bernardino County Policy 11-08), 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 Project Scope of Work 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 $1,174,650 or 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 2020-21 $391,550 July 1, 2020 through June 30, 2021
- Fiscal Year 2021-22 $391,550 July 1, 2021 through June 30, 2022
- Fiscal Year 2022-23 $391,550 July 1, 2022 through June 30, 2023

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 from finds another revenue source 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 Budget Revision Requests to the Commission no later than February 28th of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after February 28th will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits. Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an
increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

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. 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 monitor 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 the project 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.

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, 2020 and expires June 30, 2023, 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 two (2) additional one (1)-year periods by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2023 is contingent on a Project Scope of Work and a Project 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: EVALCORP
15615 Alton Parkway, Suite 450
Irvine, California 92618

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. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.

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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

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 in providing services, 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. 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.
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.

C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

CaSonya Thomas
Commission Chair

EVALCORP
Legal Entity

Dr. Kristen Donovan
President and Principal Consultant

Recommended Signature

Printed Name

Dated

Official Stamp

Reviewed for Processing

Sophie Akins
Commission Counsel

Presented to Commission for Signature

Karen E. Scott
Executive Director

Presented to Commission for Signature

Sophie Akins
Commission Counsel

Presented to Commission for Signature

Karen E. Scott
Executive Director

Date

Date

Date
In preparation for submission of this proposal, EVALCORP reviewed First 5 San Bernardino’s RFQ 20-01, the Commission’s 2015-2020 Strategic Plan, Commission reports (e.g., Local Impact Briefs, Budget Books), and the Commission’s website. The description of services and the work plan below reflect our knowledge of programs and systems that serve young children and their families; our expertise in the design and facilitation of capacity building workshops and community-based technical assistance; our extensive experience applying research processes within non-profit and government agencies; and our ability to develop informative, easy-to-read, and visually appealing dissemination materials for varied audiences. The work plan will guide high-quality data collection and analysis to monitor Commission progress towards its objectives and to make data-driven decisions. It will also guide the development of capacity building efforts that are carefully crafted to support trainee knowledge acquisition and skill development. Furthermore, the work plan is designed to be flexible. There are multiple opportunities to gather input and feedback from the Commission and work collaboratively to ensure usability and utility of deliverables.

The work plan below represents activities and deliverables to be completed in the contract’s first fiscal year and provides a blueprint for future fiscal years. It is anticipated that the work plan will be revised for each subsequent fiscal year based on information gathered during the course of the prior fiscal year(s), emerging questions of importance to the Commission, and changes in the needs of children and families in San Bernardino County.

Our proposed work plan is divided into six objectives:
(1) Initial Information Gathering and On-Going Communication Strategies
(2) Data Collection, Analysis, and Synthesis
(3) Technical Support, Trainings, and Capacity Building
(4) Planning, Meeting Facilitation, and Commission Presentations
(5) Reporting and Data Use
(6) Special Studies and Projects

The objectives are further divided into specific tasks. The Scope of Work proposes deliverables for each phase of the project, as well as timeframes and key milestone dates. Note that some timeframes cross multiple quarters of the fiscal year and/or are specified as to be determined (TBD). EVALCORP anticipates that key milestone dates for these tasks/activities will be established in conjunction with Commission staff as our team learns more about the planning, meeting facilitation, training and evaluation needs of the Commission.

Objective 1. Initial Information Gathering and On-Going Communication Strategies
EVALCORP proposes a series of meetings to establish a productive and collaborative relationship with Commission staff. Details about the frequency and purpose of each meeting type are provided below.

- **Launch Meeting** – The goal of the launch meeting is to enhance EVALCORP’s understanding of the Commission’s goals/desired outcomes for the project; identify key questions/data needs of the Commission; gather feedback from Commission staff about the proposed work plan; and glean additional information about the Commission’s Strategic Priority Areas (e.g., Children and Families; System and Network), its’ investments, and current data collection efforts. In addition, the Commission’s needs for capacity building and training, technical support (i.e., planning,
meeting facilitation, presentations), reporting, and special studies/projects will also be discussed. When appropriate, follow-up meetings focusing on single topics may be scheduled to allow for more in-depth discussions.

- **Monthly Meetings** – The purpose of the monthly meetings is to keep Commission staff informed of EVALCORP progress and receive feedback from Commission staff. These meetings will also provide an opportunity for Commission staff to share information about Commission activities or emerging community needs with EVALCORP staff. If new needs arise, EVALCORP staff can then respond quickly to support Commission staff. Meetings will be conducted via phone or teleconference, depending on Commission preference, and will be conducted once per month (at minimum).

- **Additional In-Person Meetings** – EVALCORP will conduct additional in-person meetings as needed or requested by the Commission to ensure that high-quality services and deliverables are provided throughout the course of the contract.

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<th>Activities</th>
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<td>Launch meeting agenda</td>
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<td>Meeting summary</td>
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<td>Task 2: Monthly Meetings</td>
<td>Meeting agendas</td>
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<td>Meeting summaries</td>
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<tr>
<td>Task 3: Additional In-Person Meetings</td>
<td>Meeting agendas</td>
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<td>Meeting summaries</td>
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Additionally, we are happy to meet and assist with other program implementation and logistical support as needed. We are focused on meeting the Commission’s needs and offering consultation on a variety of topics as they arise.

**Objective 2. Data Collection, Analysis, and Synthesis**

Objective 2 focuses on data collection, analysis, and synthesis from multiple sources to support decision making. EVALCORP staff will begin by conducting document and data review. We will review available background documents about Commission Strategic Priority Area investments to enhance our understanding of goals, activities, and anticipated outcomes. We will also review data documentation (data collection tools, data dictionaries, code books), as well as available qualitative and quantitative data to familiarize ourselves with sample sizes, variables, data quality (e.g., missing data), and datafile structure. Using this information, EVALCORP will create data matrices/crosswalks (or similar analysis documents) to map investments, outcomes, and available data identifying gaps in the existing data. Based on this analysis, we will make recommendations to the Commission about investments that would benefit from additional evaluation and revisions/additions to data collection tools.

We will concurrently craft a comprehensive evaluation plan that outlines the primary evaluation questions, data sources/collection methods, data analysis strategies, and dissemination approach. (Further details about reporting [e.g., number of reports, focus of reports, etc.] will be documented in the dissemination plan [Objective 5, Task 17].) The plan will be tailored to address data and information needs identified by the Commission at the outset of the project, as well as topics for evaluation identified by EVALCORP staff. The evaluation plan will be shared with Commission staff for review, and EVALCORP will revise the evaluation plan to incorporate Commission feedback.
Based on our review of the Commission’s Local Impact Briefs, EVALCORP anticipates analyzing process and outcome data for all of the Commission’s Strategic Priority Areas. Although more information (to be acquired during Objective 1, Task 1 and Objective 2, Task 5) is needed to develop a tailored evaluation plan, EVALCORP proposes including one or more of the following in the evaluation plan:

- **Conducting focus groups and key stakeholder interviews.** EVALCORP proposes including at least 1 focus group for each Commission investment and key stakeholder interviews with 8 to 12 people. Qualitative data from these focus groups and interviews will complement surveys and other data, allowing for a deeper understanding of the successes and challenges of each investment, as well as identifying successful practices associated with positive child/parent outcomes.

- **Using Geographic Information Systems (GIS) for data analysis and synthesis.** Our team frequently utilizes GIS maps to visually demonstrate data and the relationships between variables. Depending on information needs, our team could create maps for small areas (e.g., understanding whether daycare centers are available along bus routes), as well as for large areas (e.g., understanding the Countywide distribution of prenatal clinics). Given the large size of the County, this type analysis may be especially useful to allow Commission staff, funded partners, and community partners the ability to easily toggle between high-level and focused examination of Countywide needs.

- **Including County-level indicators in synthesis.** In addition to data provided by the Commission and its funded providers, the Commission may want to consider including County-level indicators in the data synthesis. EVALCORP would identify and vet sources for this data. When appropriate data were identified, it could be compared to data from families participating in Commission funded programs, across time, or across geographic regions in the County.

- **Executing a collective impact analysis.** EVALCORP staff work with a number of collective impact initiatives across southern California and recommend evaluating current collective impact strategies that F5SB may be engaged in. This could include a survey or key stakeholder interviews with partners to measure perceptions of collaboration and impact on the community.

Upon approval of the evaluation plan, EVALCORP will revise existing data tools and develop new data collection tools (as necessary, based on the evaluation plan), as well as refine or develop data capturing systems. We will finalize tools and current data collection tools will be developed to fill gaps across existing data sources (identified during Objective 2, Task 5). EVALCORP expects to work closely with Commission staff on the evaluation plan to ensure that it meets the Commission’s needs. In addition, EVALCORP will share draft version(s) of the plan to enable Commission staff to provide feedback on the document.

Upon approval, EVALCORP will begin collecting/compiling additional data needed per the evaluation plan. This could include, but is not limited to, surveys, observations, interviews and/or focus groups, geographic data, and publicly available County-level data. EVALCORP has the capacity to provide data collection services in English, Spanish, American Sign Language, and other languages as needed. EVALCORP will review and clean all data and merge datasets, if needed. If any systematic data entry problems are identified during our review and cleaning process, we will propose capacity building workshops for funded partners (See Objective 3). We will analyze all data as specified in the evaluation plan and synthesize findings across data sources. Final steps will be to triangulate and explain findings, develop recommendations to enhance programmatic and system investments based on analysis and
synthesis of data, share recommendations with Commission (and other stakeholders, as appropriate), and disseminate recommendations (as appropriate) throughout reports.

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<td>Recommendations for investments to be evaluated</td>
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<td>Task 5: Evaluation Plan Design and Development</td>
<td>Draft evaluation plan</td>
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<td>Final evaluation plan</td>
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<td>Task 6: Tool Development</td>
<td>Draft data collection tools/systems</td>
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<td>Final data collection tools/systems</td>
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<td>Task 7: Data Collection</td>
<td>Data collection training materials for funded</td>
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<td>partners</td>
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<td>Task 8: Quantitative Data Processing and Analysis</td>
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<td>Task 9: Qualitative Data Processing and Analysis</td>
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<tr>
<td>Task 10: Synthesis of Data Across Sources and Development of Data-Driven Recommendations</td>
<td>Summaries of findings and recommendations</td>
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**Objective 3. Technical Support, Trainings, and Capacity Building**

In order to understand and effectively plan to meet the training and capacity building needs of F5SB and its funded agencies, EVALCORP will conduct a brief survey of intended trainees to better understand their training needs and ideal training formats. We will couple the information from the survey with information gleaned during discussions with Commission staff and our extensive experience developing and conducting capacity building trainings to develop recommendations for the Commission. We will work in collaboration with Commission staff to determine which trainings will be scheduled for the first fiscal year and establish a tentative schedule for subsequent fiscal years. When feasible, EVALCORP will recommend that the trainings be sequenced in a way that skills acquired in one training build on skills acquired in an earlier training. We propose a minimum of two trainings per year, held several months apart. This provides trainees with ample opportunity to practice the skills acquired during trainings.

EVALCORP capacity building trainings typically emphasize skill-building with an eye towards decision-making. For example, in logic model trainings, we have taught clients how to build program logic models to inform the development of project activities such as a public health campaign and how to measure them.

Other capacity building training topics that may be of interest to the Commission and its funded partners include:

- Building trust and increasing community engagement
- Decision-making by communities for communities
- Developing SMART (Specific, Measurable, Actionable, Realistic, Time-phased) Outcomes
- Reducing the data collection and management burden on providers and clients
- Community-centered data collection tools (e.g., PhotoVoice)
- Easy and effective data analysis strategies
- Storytelling with data
- Visually Appealing Findings: creative methods of sharing findings with funders

We have also developed a series of Community Based Action Research (CBAR) trainings that empower community members to design and implement data collection activities, analyze data and draw conclusions, and facilitate meetings to develop recommendations and build consensus about activities in their communities. These trainings could be modified to meet the needs of community members, FSSB-funded providers or community partners in San Bernardino County.

At the conclusion of each training, EVALCORP will administer a brief exit survey designed to assess satisfaction with and perceived value of the training. The survey will also probe for gaps in trainee knowledge and level of comfort applying the training to their professional roles, as well as general feedback about the format, style, and length of the training. The results of the surveys will be used to enhance post-training technical assistance and future capacity building sessions.

EVALCORP will offer up to two opportunities for technical support for each capacity building topic. We expect that the focus of the majority of technical support sessions will be on the application of skills learned. For example, for a logic model building training, trainees may receive feedback on one of their agency’s logic models. Depending on the training topic, individual trainee needs, and the result of the post-training survey, the technical assistance may be one-on-one or in a small group setting.

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<th>Activities</th>
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<tr>
<td>Task 11: Training and Capacity Building Review</td>
<td>Training list and schedule</td>
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</table>
| Task 12: Training and Capacity Building Sessions | Training agendas  
 Training materials |
| Task 13: Follow-up Technical Support Sessions | TBD |

**Objective 4. Planning, Meeting Facilitation, and Commission Presentations**

In addition to trainings and capacity building (Objective 3), EVALCORP will provide other technical support including, but not limited to, planning, meeting facilitation, and presentations at Commission Meetings and other venues. At the outset of the contract, EVALCORP will develop a preliminary list of support to be offered to the Commission at the start of each fiscal year based on discussions with Commission staff (Objective 1, Task 1). We will present this list to the Commission for feedback and revise accordingly. We will develop workplans to ensure that the Commission’s support needs are met. We will revisit the support list during each monthly meeting to ensure that emerging needs for planning, meeting facilitation and presentations are provided by our team.

EVALCORP can provide a variety of different types of planning, analysis and meeting facilitation. Some types of technical support that could be useful to the Commission include:

- **Strategic planning support.** To support the Commission’s strategic goals and investments, EVALCORP is well positioned to annually review the Commission’s Strategic Plan and progress towards achieving its objectives, and to make recommendations for plan revisions, if needed. Our team has developed and/or consulted on over hundreds of strategic plans for nonprofits.
and government agencies and we are skilled assisting organizations in making measurable progress towards their long-terms visions.

- **Community Forums.** EVALCORP can also assist with planning, facilitating, gathering information from, and developing recommendations from community forums. Community members provide invaluable first-hand information about what works and what is not working in their communities. Providing families with opportunities to share their experiences, observations about challenges and barriers, and suggestions for solutions is empowering and can provide non-profits and government agencies with useful information without the formality of traditional data gathering approaches. EVALCORP staff are skilled at facilitating community summits with diverse populations and summarizing the findings in ways that support programmatic and systems decision-making.

- **Community partner meetings.** To support the Commission’s value of collective impact, EVALCORP can plan, facilitate, and summarize information gathered during community partner meetings. Our team is skilled at leading workshops designed to reflect on and enhance current coordination, collaboration, and leverage efforts across community organizations.

- **Commission meeting participation.** As requested, EVALCORP staff are available to present (independently or in collaboration with F5SB staff) at Commission meetings. Presentation topics could include, but are not limited to, findings from data analysis and synthesis; results of and recommendations developed from community forums, meetings and other similar informal information gathering processes; and training and capacity building efforts.

- **Ad-hoc data requests.** To best support the Commission and their partners, EVALCORP can provide assistance with ad hoc data or evaluation findings to further inform F5SB and the work of partner agencies throughout the term of the project.

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<th>Activities</th>
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<td>Task 14: Planning, Facilitation, and Presentation Review</td>
<td>Planning, facilitation, and presentation support list</td>
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| Task 15: Planning, Facilitation, and Presentation Workplans | Draft workplans  
Final workplans |
| Task 16: Planning, Facilitation, and Presentation Implementation | TBD |

**Objective 5. Reporting and Data Use**

This objective focuses on developing a series of reports that are targeted to multiple F5SB stakeholders. EVALCORP will facilitate a discussion during the launch meeting (Objective 1, Task 1) designed to enhance our understanding of the Commission’s reporting needs including goals for reporting (e.g., reporting evaluation/research findings, making funding decisions, sharing best practices, publicizing F5SB and/or partner successes), primary audiences (e.g., providers, families, County agencies, Board of Commissioners, etc.), and desired report formats (e.g., briefs, infographics, PowerPoint slide decks, longer-form reports). We will then draft a Reporting Plan proposing a series of reports with report release timeframes for Commission feedback. After revising the list with Commission staff, EVALCORP will develop a final list of anticipated fiscal year reports and workplans for each report. The workplans will delineate the activities/tasks required to prepare each report (e.g., drafting reports, data analysis,
At minimum, EVALCORP anticipates assisting with the development of F5SB’s Local Outcomes Report and preparing a report on a special project/study (Objective 6); however, we are prepared and excited to collaborate with Commission staff on additional reports and other dissemination materials. EVALCORP also proposes the addition of a Learning Summit to F5SB’s reporting plan. During the Learning Summit, Commission stakeholders would be invited to hear EVALCORP and Commission staff share key findings from the fiscal year and participate in roundtable discussions after the presentation. Depending on Commission information needs, roundtable topics could include, but are not limited to, next steps to programmatic, systems or research efforts; identification of emerging areas of need for children 0 to 5 and their families; or detection of systemic barriers to achieving program outcomes and steps to bypass these barriers. The roundtable discussions could also serve as informal focus groups to assist in understanding and explaining unexpected findings that emerged during data analysis and synthesis.

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<tr>
<td>Task 20: Annual Learning Summit</td>
<td>Agenda and other summit materials (e.g.</td>
</tr>
<tr>
<td></td>
<td>presentation slides, executive summary)</td>
</tr>
<tr>
<td></td>
<td>Learning Summit summary and recommendations</td>
</tr>
</tbody>
</table>

**Objective 6. Special Studies and Projects**

EVALCORP, in collaboration with Commission staff, will identify and execute one special project each fiscal year. EVALCORP will develop a list of possible special studies/projects based on document and data review and on discussions with the Commission during the launch meeting (Objective 1, Task 1). The list will include several possible projects and timelines and will be presented to Commission staff for feedback and consideration. After a special study/project has been chosen, EVALCORP will build a workplan for this project for Commission feedback, and once approved, will execute the special study/project, including data collection, analysis and synthesis; development of data-driven recommendations; preparation of reports; and dissemination of study/project findings and recommendations.

Based on EVALCORP’s current understanding of First 5 San Bernardino’s programmatic and systems investments and the needs of families with children 0 to 5 in the County, we have begun to brainstorm potential special studies/projects that may be useful to the Commission.

- **Post-pandemic needs assessment of services for children and families.** The COVID-19 pandemic will have a number of consequences for children and families. The economic downturn that has
accompanied the pandemic may result in fewer available services (e.g., daycare providers) and economic strains on families (e.g., parental unemployment, housing and food insecurity). Separation from family and friends will amplify the consequences of these stressors, potentially impacting the physical and mental health of children and parents (e.g., child abuse and neglect, parental substance abuse). A needs assessment and accompanying GIS mapping of available/remaining services (e.g., daycare providers, mental health clinics, low-cost housing, developmental screening services) would be valuable to help F5SB and its community and governmental partners quickly and effectively deploy resources.

- **Systems mapping.** Through document review and a series of facilitated meetings with County agencies, community-based organizations, funding agencies, and other key stakeholders, EVALCORP could develop a systems map of one or more of the systems serving children and families in San Bernardino County. The systems map would provide a visual representation of key actors and their relationships, as well as contextual layers (e.g., state and federal agencies and/or policies affecting the system). Systems maps are helpful to ensure that all organizations in a region have a place at the planning table and have opportunities to engage in decision making. They can also be used to identifying barriers or missed opportunities to implementing systems change efforts.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 21: Potential Special Study/Project List</td>
<td>List of potential special studies/project list</td>
</tr>
<tr>
<td>Task 22: Special Study/Project Workplan</td>
<td>Draft workplan</td>
</tr>
<tr>
<td></td>
<td>Final workplan</td>
</tr>
<tr>
<td>Task 23: Special Study/Project Implementation</td>
<td>TBD</td>
</tr>
<tr>
<td>Task 24: Special Study/Project Report (see also Task 20)</td>
<td>Draft report</td>
</tr>
<tr>
<td></td>
<td>Final report</td>
</tr>
</tbody>
</table>
## Scope of Services, Deliverable and Milestone Dates

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Estimated Timeframes and Milestone Dates for FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OBJECTIVE 1. INITIAL INFORMATION GATHERING AND ON-GOING COMMUNICATION STRATEGIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task 1: Launch Meeting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilitate launch meeting with Commission staff.</td>
<td>Launch meeting agenda</td>
<td>Timeframe: First month of project (7/1 – 7/31/20) (Note: exact timing/dates pending award start and actual launch meeting date identified with Commission)</td>
</tr>
<tr>
<td>Prepare meeting agenda and primary questions to be discussed during meeting. Content will include:</td>
<td>Meeting summary including key decisions and next steps</td>
<td></td>
</tr>
<tr>
<td>1. Expectations and desired outcomes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Responsibilities of Commission and EVALCORP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Communication plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Review of initial workplan and Commission feedback</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Commission investments, funded agencies, and community partners</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Existing data sources, data quality, and data needs (including investments in need of additional evaluation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Commission and funded partner needs for technical assistance and trainings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Commissions needs for other support (i.e., program implementation, logistical, meeting planning and facilitation, presentations)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Commission reporting needs and audiences</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Special studies and projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depending on the depth and breadth of the material to be covered, some launch meeting content could be included in a separate meeting(s) (e.g., conduct an additional meeting to focus only on special studies and projects).</td>
<td></td>
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</tbody>
</table>

Initial meeting agenda sent to Commission: 7/10

Facilitate Launch Meeting: on or before 7/24

Meeting Summary: on or before 7/31
<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Estimated Timeframes and Milestone Dates for FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 2: Monthly Meetings</strong></td>
<td>Meeting agendas</td>
<td>Timeframe: at minimum 1 meeting per month (7/1/20 – 6/30/21)</td>
</tr>
<tr>
<td>Facilitate monthly meetings (via phone or videoconference) with Commission staff.</td>
<td>Meeting summaries/ Action Items</td>
<td></td>
</tr>
<tr>
<td>Prepare meeting agendas. Content will include:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. EVALCORP progress on workplan tasks and deliverables, including</td>
<td></td>
<td></td>
</tr>
<tr>
<td>○ emerging Commission needs for data collection, data analysis,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>reports, special projects, trainings, technical support.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop meeting summaries/ action items including key decisions and next steps.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task 3: Additional In-Person Meetings</strong></td>
<td>Meeting agendas</td>
<td></td>
</tr>
<tr>
<td>Facilitate ad-hoc in-person meetings as needed or requested by Commission.</td>
<td>Meeting summaries/ Action Items</td>
<td></td>
</tr>
<tr>
<td>Prepare meeting agendas.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop meeting summaries including key decisions and next steps.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timeframe: as needed or requested by Commission (7/1/20 – 6/30-21)</td>
<td></td>
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</tr>
</tbody>
</table>
### OBJECTIVE 2. DATA COLLECTION, ANALYSIS, AND SYNTHESIS

#### Task 4: Comprehensive Program and Data Review

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Estimated Timeframes and Milestone Dates for FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify and secure all relevant background information related to investments in the Strategic Priority Areas (Children and Families; System and Network) including prior evaluations.</td>
<td>Recommendations for investments to be evaluated</td>
<td>Timeframe: First two months of the project (7/1 – 8/31/20)</td>
</tr>
<tr>
<td>Identify and secure available data documentation and data including, but not limited to, data dictionaries and/or code books and data from Persimmony, Vertical Change, Family Development Matrix, and data from other databases. Ensure data is securely exported from Commission databases and transferred to EVALCORP.</td>
<td></td>
<td>Recommendations for investments to be evaluated in the current FY: 8/14</td>
</tr>
<tr>
<td>Review background information, data documentation, and databases; Engage in follow-up conversation with Commission and/or funded partners, as needed, to answer questions arising from review.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create data matrices/crosswalk(s) (or similar documents) to map investments, indicators/outcomes, and existing data.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify gaps between existing data and indicators/outcomes for Commission investments and develop recommendations for investments that would benefit from additional evaluation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Share recommendations for evaluation (Commission-identified topics and those identified during Task 5) and collaborate with Commission staff to determine what questions/topics will be included in the evaluation plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activities</td>
<td>Deliverables</td>
<td>Estimated Timeframes and Milestone Dates for FY 20-21</td>
</tr>
<tr>
<td>------------</td>
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</tr>
<tr>
<td><strong>Task 5: Evaluation Plan Design and Development</strong></td>
<td></td>
<td>Timeframe: First two months of the projects (7/1 – 8/31/20)</td>
</tr>
<tr>
<td>Design a comprehensive evaluation plan tailored to Commission information needs including evaluation questions, methods (i.e., tools, data collection approach, sampling plan), proposed data analyses, and schedule.</td>
<td>Draft evaluation plan</td>
<td>Draft evaluation plan: 8/14</td>
</tr>
<tr>
<td>Share evaluation plan with Commission staff (and other stakeholders, as appropriate).</td>
<td>Final evaluation plan</td>
<td>Final evaluation plan: 8/31</td>
</tr>
<tr>
<td>Incorporate suggestions and feedback to finalize evaluation plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task 6: Tool Development</strong></td>
<td>Draft data collection tools/systems</td>
<td>Timeframe: End of Q1</td>
</tr>
<tr>
<td>Revise any existing data collection tools and/or develop new data collection tools (specified in the evaluation plan) to ensure alignment between data collected and Commission indicators and objectives.</td>
<td>Final data collection tools/systems</td>
<td>Draft data collection tools/systems: 9/11</td>
</tr>
<tr>
<td>Refine existing and/or develop new data capturing systems (e.g., data entry shells), as needed.</td>
<td></td>
<td>Final data collection tools/systems: 9/25</td>
</tr>
<tr>
<td>Share new/revised tools and data capturing systems with Commission staff.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finalize tools and systems in collaboration with Commission staff, and translate into Spanish or other languages, as needed.</td>
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<tr>
<td>Activities</td>
<td>Deliverables</td>
<td>Estimated Timeframes and Milestone Dates for FY 20-21</td>
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<tr>
<td>--------------------------------------------------------------------------</td>
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</tr>
<tr>
<td><strong>Task 7: Data Collection</strong></td>
<td></td>
<td><strong>Timeframe: Q2- Ongoing</strong></td>
</tr>
<tr>
<td>Conduct key stakeholder interviews, focus groups, and/or community forums as specified in the evaluation plan.</td>
<td>Data collection training materials for funded partners</td>
<td></td>
</tr>
<tr>
<td>Administer any surveys as specified in the evaluation plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify and secure any County-level data specified in the evaluation plan.</td>
<td></td>
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<tr>
<td>Identify and secure any data for GIS mapping as specified in the evaluation plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collect any additional data as specified in the evaluation plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If any data is to be collected by funded partners, develop data collection, entry, and storage training materials and train providers on data collection methods; Monitor data collected by providers and provide feedback to ensure high-quality data collection over time.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task 8: Quantitative Data Processing and Analysis</strong></td>
<td>N/A</td>
<td>Timeframe: throughout fiscal year</td>
</tr>
<tr>
<td>Export data from Commission and/or provider databases/data entry systems and transfer data to EVALCORP computers, ensuring that all data is protected and kept secure.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Perform review to ensure data quality, clean data.</td>
<td></td>
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</tr>
<tr>
<td>Analyze quantitative data as specified in evaluation plan.</td>
<td></td>
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</tr>
<tr>
<td><strong>Task 9: Qualitative Data Processing and Analysis</strong></td>
<td>N/A</td>
<td>Timeframe: throughout fiscal year</td>
</tr>
<tr>
<td>Transcribe any key stakeholder interviews, focus groups, or community forums.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Develop coding systems for qualitative data.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theme, code, and analyze qualitative data collected through key stakeholder, focus group, community forums, observations, and open-ended survey questions.</td>
<td></td>
<td></td>
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<tr>
<td>Activities</td>
<td>Deliverables</td>
<td>Estimated Timeframes and Milestone Dates for FY 20-21</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
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</tr>
<tr>
<td><strong>Task 10: Synthesis Data Across Sources to Develop Data-Driven Recommendations</strong></td>
<td>TBD</td>
<td>Timeframe: throughout fiscal year</td>
</tr>
<tr>
<td>Combine findings across sources (i.e., quantitative methods, qualitative methods, GIS mapping, and County-level data) to triangulate findings and explain findings, when possible.</td>
<td></td>
<td>Draft Reports: TBD, based on Commission needs</td>
</tr>
<tr>
<td>Develop recommendations to enhance programmatic and system investments based on analysis and synthesis of data.</td>
<td></td>
<td>Final Reports: TBD, based on Commission needs</td>
</tr>
<tr>
<td>Share recommendations with Commission (and other stakeholders, as appropriate).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disseminate recommendations (as appropriate) throughout reports (see Objective 5).</td>
<td></td>
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</tr>
<tr>
<td><strong>OBJECTIVE 3. TRAININGS AND CAPACITY BUILDING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task 11: Trainings and Capacity Building Review</strong></td>
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</tr>
<tr>
<td>Conduct a survey of intended recipients of training and capacity building. Survey will assess prior types of trainings and their formats, as well as training successes and opportunities for improvement.</td>
<td></td>
<td>Timeframe: 2 months (7/1 - 8/31/20)</td>
</tr>
<tr>
<td>Synthesize information gathered through survey with information shared in launch meeting. Develop recommendations for training topics and formats.</td>
<td></td>
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<tr>
<td>Share survey findings and recommendations with Commission.</td>
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</tr>
<tr>
<td>Collaborate with Commission to develop a final list of trainings, including proposed learning formats and length (e.g., 1-day in-person training with multiple group learning exercises).</td>
<td>Final list of training and capacity building sessions with schedule for trainings</td>
<td>Final training list: 8/31</td>
</tr>
</tbody>
</table>

TBD = To Be Determined
<table>
<thead>
<tr>
<th>Task 12: Training and Capacity Building Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop training agendas and materials (e.g., PowerPoints, hand-outs, brief exit surveys).</td>
</tr>
<tr>
<td>Compile any additional hard-copy or electronic resource materials for trainees.</td>
</tr>
<tr>
<td>Conduct training and capacity building sessions.</td>
</tr>
<tr>
<td>Administer exit survey/evaluations (to be used to enhance follow-up technical assistance sessions and future training sessions).</td>
</tr>
<tr>
<td>Training agendas</td>
</tr>
<tr>
<td>Training materials, including resource materials</td>
</tr>
<tr>
<td>Exit survey/evaluation</td>
</tr>
<tr>
<td>Timeframe: minimum of 1 training every 6 months (9/1/20 – 6/30/21)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 13: Post-Training Refresher Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct a minimum of 2 post-training Refresher sessions after each training to support trainees’ application of skills learned.</td>
</tr>
<tr>
<td>NA</td>
</tr>
<tr>
<td>Timeframe: within 4 months of training session</td>
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</table>

<table>
<thead>
<tr>
<th>OBJECTIVE 4. PLANNING, MEETING FACILITATION, AND COMMISSION PRESENTATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 14: Planning, Facilitation, and Presentation Review</td>
</tr>
<tr>
<td>Develop a list of planning, facilitation and presentation needs of the Commission based on discussion with Commission staff including approximate timing.</td>
</tr>
<tr>
<td>Share list with Commission and finalize based on Commission feedback.</td>
</tr>
<tr>
<td>Final list of planning, facilitation, and presentation needs with schedule.</td>
</tr>
<tr>
<td>Timeframe: first two months of project (7/1 – 8/31/2020)</td>
</tr>
<tr>
<td>Final List: 8/31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 15: Planning, Facilitation, and Presentation Workplans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop a workplan for each planning, facilitation, and presentation need. Workplans will include activities/tasks, timelines, responsible parties (EVALCORP, Commission, and others as needed).</td>
</tr>
<tr>
<td>Share the workplans with Commission.</td>
</tr>
<tr>
<td>Revise and finalize work plans based on Commission feedback.</td>
</tr>
<tr>
<td>Draft workplans</td>
</tr>
<tr>
<td>Final workplans</td>
</tr>
<tr>
<td>Timeframe: throughout fiscal year</td>
</tr>
<tr>
<td>Draft workplans: TBD, based on Commission needs</td>
</tr>
<tr>
<td>Final workplans: TBD, based on Commission needs</td>
</tr>
<tr>
<td>Task 16: Planning, Facilitation, and Presentation Implementation</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Execute planning, facilitation, and presentation activities as specified in individual workplans.</td>
</tr>
</tbody>
</table>

**OBJECTIVE 5: REPORTING AND DATA USE**

**Task 17: Dissemination Plan**
- Develop a draft dissemination plan including list of reports, report purposes, audiences, dissemination methods, and timeframes for dissemination based on reporting discussion with Commission staff during the launch meeting.
- Share draft dissemination plan with Commission.
- Revise and finalize dissemination plan based on Commission feedback.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Estimated Timeframes and Milestone Dates for FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft dissemination plan</td>
<td>Timeframe: first two months of contract (7/1 – 8/31/20)</td>
</tr>
<tr>
<td>Final dissemination plan</td>
<td>Draft dissemination plan: 8/14</td>
</tr>
<tr>
<td></td>
<td>Final dissemination plan: 8/31</td>
</tr>
</tbody>
</table>

**Task 18: Report Workplans**
- Develop a workplan for each report in the dissemination plan. Workplans will include activities/tasks, timelines, responsible parties (EVALCORP, Commission, and others as needed).
- Share the report workplans with Commission.
- Revise and finalize Report Workplans based on Commission feedback.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Estimated Timeframes and Milestone Dates for FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft report workplans</td>
<td>Timeframe: throughout fiscal year</td>
</tr>
<tr>
<td>Final report workplans</td>
<td>Draft report workplans: TBD, based on Commission needs</td>
</tr>
<tr>
<td></td>
<td>Final report workplans: TBD, based on Commission needs</td>
</tr>
<tr>
<td>Activities</td>
<td>Deliverables</td>
</tr>
<tr>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td><strong>Task 19: Draft and Finalize Reports</strong></td>
<td>Draft reports</td>
</tr>
<tr>
<td>Draft reports, in concert with Commission staff, when appropriate.</td>
<td>Final reports</td>
</tr>
<tr>
<td>Finalize reports based on feedback from Commission (and other stakeholders, as appropriate).</td>
<td></td>
</tr>
<tr>
<td><strong>Task 20: Learning Summit</strong></td>
<td></td>
</tr>
<tr>
<td>Facilitate Learning Summit for Commission staff, funded partners, and/or community partners (and other stakeholders, as appropriate).</td>
<td>Learning Summit agenda and all Summit materials (e.g., handouts, discussion guides)</td>
</tr>
<tr>
<td>Prepare meeting agenda. Contents will include: 1. Dissemination of key findings from the current fiscal year 2. Facilitated roundtable discussions to pose questions raised by the findings, develop next steps for programmatic and/or research efforts, identify emerging areas of community need, and system barriers to program implementation/success</td>
<td>Learning Summit summary document and recommendations</td>
</tr>
<tr>
<td>Summary document of roundtable discussions and recommendations for the Commission (based on the discussions).</td>
<td></td>
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</tbody>
</table>
## OBJECTIVE 6: SPECIAL STUDIES AND PROJECTS

### Task 21: Potential Special Study/Project List

Develop a list of potential special studies and projects for the current fiscal year. List will be based on discussion during launch meeting and document and data review. List will include a brief summary of each study/project, anticipated timeline, methodological and data analysis approach, and suggested reporting format.

Present list to Commission staff (and other stakeholders, as appropriate) for discussion and project selection.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Estimated Timeframes and Milestone Dates for FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of potential special studies/projects</td>
<td>Timeframe: Q1 Selection of special study/project: 9/30</td>
</tr>
</tbody>
</table>

### Task 22: Special Study/Project Workplan

Develop a workplan for the chosen special study/project. Workplan will include activities/tasks, timelines, responsible parties (EVALCORP, Commission, and others as needed).

Share the report workplans with Commission.

Revise and finalize Report Workplans based on Commission feedback.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Estimated Timeframes and Milestone Dates for FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft workplan</td>
<td>Timeframe: TBD, based on Commission needs</td>
</tr>
<tr>
<td>Final workplan</td>
<td>Draft workplan: TBD, based on Commission needs</td>
</tr>
<tr>
<td></td>
<td>Final workplan: TBD, based on Commission needs</td>
</tr>
</tbody>
</table>

### Task 23: Special Study/Project Implementation

Execute special study/project as outlined in the workplan.

The activities/tasks for the special study are dependent on the project selected. Activities/tasks may include, but are not limited to, literature review, document review, key informant interviews, focus groups, community forums, surveys, observations, qualitative analysis, quantitative analysis, and GIS analysis.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Estimated Timeframes and Milestone Dates for FY 20-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>Timeframe: TBD, based on Commission needs</td>
</tr>
<tr>
<td>Activities</td>
<td>Deliverables</td>
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<td>----------------------------------------------------------------------------</td>
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<tr>
<td><strong>Task 24: Special Study/Project Report (see also Task 19)</strong></td>
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<td>Draft special study/project report (in concert with Commission staff, if appropriate).</td>
<td>Final report</td>
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<td>Finalize reports based on feedback from Commission (and other stakeholders, as appropriate).</td>
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**Cost Proposal**

A copy of EVALCORP’s proposed budget per year for carrying out all proposed services/deliverables is included below. Our proposed not-to-exceed cost is $391,550 annually. All of our costs associated with conducting the work and producing the deliverables are included in the budget below. All travel (e.g., mileage) and non-personnel costs will be absorbed by EVALCORP. The not-to-exceed cost is inclusive of EVALCORP staff’s time and all indirect costs associated with delivering the work and creating the deliverables outlined in the Description of Services above. Service Description and Plan. EVALCORP routinely provides evaluation services across California and is accustomed to working very efficiently, while at the same time delivering highest quality products and outstanding service to our clients.

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AGENCY INFORMATION

Contract #: IC042

Legal Entity: EVALCORP

Dept./Division: Evaluation Consultant

Project Name: Evaluation Consultant

Address: 15615 Alton Parkway, Suite 450
          Irvine, CA 92618

Website: www.EVALCORP.com

Program Site Address: Client Referral

Contact Information

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE
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Title: President

Address: 15615 Alton Parkway, Suite 450
         Irvine, CA 92618

E-Mail: kdonovan@EVALCORP.com

FISCAL CONTACT
Name: Kristen Donovan  
Title: President

Address: 15615 Alton Parkway, Suite 450
         Irvine, CA 92618

E-Mail: 

IC042 EVALCORP POD FY 20-23   6/26/2020 12:35 PM
PROGRAM INFORMATION

TYPE OF AGENCY

- [ ] Educational Institution  Describe:  Choose an item.
- [ ] Government Agency  Describe:  Choose an item.
- [x] Private Entity/Institution  Describe:  For Profit
- [ ] Community-Based  Describe:  Choose an item.

PROGRAM DESCRIPTION
EVALCORP provides assessment and evaluation related services for small, mid-size, and large community based agencies and First 5 Commissions throughout the state. In addition, EVALCORP can provide services in English, Spanish, Korean, Vietnamese, Mandarin, Tagalog, American Sign Language, and other languages upon request. EVALCORP’s expertise lies in assessing a county systems’ or agency’s goals and objectives, and what they intend to achieve. Then working within and across such systems to ensure that not only the countywide goals/objectives are met, but also that the unique community- or regional-level needs are addressed. Consulting services provided by the firm include program evaluation, strategic planning, community engagement, and nonprofit capacity-building.

STRATEGIC PRIORITY AREA & GOAL
This contract supports all three of the Strategic Priority Areas in the Commission’s 2020-2023 Strategic Plan (Child Health, Quality Early Learning, and Family Supports) through the following Investment Areas:

- **Direct Services**
  for children prenatal to age 5 & their families
- **Systems Level Efforts:**
  Collaboration, Community Capacity Building and Workforce
- **Supportive Strategies:**
  Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts
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AGENDA ITEM 10
JULY 1, 2020

Subject

Quality Counts California Local Consortia and Partnership Grants Request for Applications.

Recommendations

Approve acceptance of $5,091,980 in funds awarded through First 5 California and the California Department of Education for the Quality Counts California Local Consortia and Partnerships Grants to support Quality Counts San Bernardino in accordance with the San Bernardino County’s Quality Rating Improvement System Strategic Plan for Fiscal Years 2020-2023 and delegate the authority to the Executive Director or her designee to execute any agreements or documents required to effectuate the receipt of such funds.

(Presenter: Tania Offerral, Staff Analyst II, 252-4262)

Financial Impact

$5,091,980 for Fiscal Years 2020-2023.

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.

In July of 2015, First 5 San Bernardino (F5SB) was awarded the First 5 California (F5CA) Impact and Maximize Programs so All Children Thrive (IMPACT) contract in the amount of $5,428,804 for fiscal years 2015-2020 to support QRIS efforts through planning, developing and implementing Quality Counts San Bernardino (QSSB).

In January of 2020, F5CA and the California Department of Education (CDE) announced the release of the Quality Counts California (QCC) Local Consortia and Partnerships Grants Request for Applications (RFA). This grant reflects an evolution of the QCC system. The RFA represents a unified application process and funding for F5CA IMPACT 2020, the CDE QCC California State Preschool Program (CSPP) QRIS, the CDE QCC Block Grant and the federal Preschool Development Grant Birth through Five Renewal (PDG-R).

The CDE, F5CA, the California Health and Human Services Agency (CHHS) and the Department of Social Services (DSS) are working together more closely to provide coordinated leadership, strengthen linkages with licensing, and develop a stronger early learning and care (ELC) system in the next phases of QCC.

This unified RFA supports lead agencies, as part of a local or multi-county consortium, to administer quality improvement supports to ELC programs under the QCC framework. Applicants are required to develop a single, unified plan to implement QCC and support a broad spectrum of providers in a mixed delivery system.

Over the course of the three years of this funding, the goals and objectives of this
grant are:

- Supporting children who have experienced trauma, by supporting links to screening for ACEs and prioritizing support for ELC programs in communities experiencing disaster.
- Strengthening family engagement by integrating and utilizing PDG Parent Cafes as part of the QCC model and a family engagement strategy.
- Strengthening quality improvement for all providers in the ELC system, including, expanding access to social emotional training, and building stronger connections with the Department of Social Services CalWORKs Home Visiting Program, through strategies such as supporting HV staff with cross-training in their professional development opportunities and provide additional targeted support to HV, FCC, and FFN providers.

F5SB submitted a Letter of Intent (LOI) on March 2, 2020 that identifies F5SB as the lead agency on behalf of the QSSB Consortium. The LOI also states there are two fiscal agents depending on the funding streams. F5SB will be the fiscal agent for F5CA IMPACT 2020 and CDE QCC Block Grant and PDG-R funds. San Bernardino County Superintendent of Schools (SBCSS) will act as the fiscal agent for CSPP QRIS Block Grant funds.

With input from the QSSB Operating Partners and Steering Committee, F5SB submitted the QCC Local Consortia and Partnerships Grants application on May 14, 2020 with the expectation of notification in June with a finalized contract in July 2020.

Commission approval will authorize the receipt of $5,091,980 grant funds and provide such additional revenue for Fiscal Years 2020-2023 to support QSSB and the Early Learning and Care system for San Bernardino County.

Approval of this item supports the **Quality Early Learning** Strategic Priority Area in the Commission’s Strategic Plan through the following Investment Areas:

- **Systems Level Efforts** Collaboration, Community Capacity Building and Workforce.
- **Supportive Strategies** Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts.

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**Review**

Sophie Akins, Commission Counsel
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Quality Start San Bernardino
QCC RFA Response - Program Narrative Draft
FY 2020-2023

Section A: Local Needs, Participation and Quality Tier Goals
Proposal must be inclusive of local QI supports, local QRIS and state funded quality project work to include: relevant CDE funded quality projects, Talk Read Sing, and show how there will be increased alignment over time toward a shared quality vision.

A1. Describe current/planned needs assessment; Describe the communities children who are high-impact including those with high need (I/T, children in poverty, DLLs, foster children, children experiencing homelessness, children with disabilities, children who are tribal, migrant and/or live in rural/isolated communities)

Across San Bernardino County, there are a significant number of high impact communities with children that are in high need. From children in poverty to dual language learners, there are many young learners and families that can benefit from the support that Quality Start San Bernardino offers.

Access to care is an area of need across the county, with about 85% of children in working families for whom child care spaces were not available in 2017 (KidsData.org). In fact, San Bernardino County ranks 56th in the state of California for available licensed slots (QSSB Strategic Plan, 2019). In 2018 there were 182,825 children ages 0-5 in San Bernardino County (KidsData.org). Yet, there are only 38,345 licensed early care and education spaces for children in the County of San Bernardino; this amount does not include license-exempt programs. Licensed early care and education programs include, Early Head Start, Head Start, California State Preschool Program, Family Child Care Homes, and Transitional Kindergarten.

Infants and toddlers are another significant population of children that are in need of quality care. Of all requests for child care in San Bernardino County almost 30% are for children under 2 years old. When it comes to full-time child care, children under the age of 2 years old make up the majority of requests at 80%.

Dual language learners are a large population of the county's youngest children. One in five (20%) of San Bernardino county residents are foreign-born immigrants. This represents nearly half a million residents (434,321 immigrants). Spanish is the predominant language spoken other than English, followed by Asian and Pacific Island languages. In 2019, the majority of English Learners entering kindergarten throughout the county were 88.8% Spanish speaking, followed by Mandarin, Arabic, and Vietnamese. The percentage of kindergartners who enter school speaking a language other than English at home is consistent with the overall Census information, which reports that 41.1% of all individuals over five years old speak a language other than English at home. Over the course of FY 2018-19, nearly 1 in 4 preschool-enrolled children spoke a language other than English at home; speaking primarily Spanish. According to a report from UC Riverside’s Center for Social Innovation, the Inland Empire’s (includes San
Bernardino and Riverside Counties) economic strength and cultural vitality depends on the contributions of immigrants and native born; the economy, in essence, is highly dependent on immigrant labor and dual language learners will likely continue to be a high-impact population.

Poverty and homelessness are another challenge facing many children in our county. As of 2018, 17% of San Bernardino county families were living in poverty in comparison to the state average of 14%. Of these families living in poverty, 39,453 of them had children 0-5 years old. In 2018, there were about 52,555 children ages 0-5 who were participating in WIC in the county (kidsdata.org). The San Bernardino County Homeless Partnership conducted the most recent published Point-In-Time homeless count on Thursday, January 24, 2019. The count is conducted on an annual basis. According to this report, 489 more persons were reported homeless than in 2018, many of whom were unsheltered.

In addition, children in the welfare system and children exposed to trauma and adverse experiences are another population of need in the county. According to the San Bernardino County Children and Family Services (CFS) Department, there were a total of 6,560 children in Foster Care placement in San Bernardino County for the period of 2018. Kidsdata.org shows that there are 2,525 children under five in foster care in San Bernardino County. Of these, 18.7% are under the age of one, 37.9% are between the ages of 1-2, and the remaining 43.4% are between the ages of 3-5. Children whose families are served by the child welfare system often are developmentally vulnerable due to trauma stemming from early abuse and neglect and from risk factors that commonly co-occur, such as prenatal drug exposure, prematurity, low birth weight, poverty, homelessness, parental depression and other mental health problems.

Finally, children with disabilities and developmental challenges are another population of need in the County that can be served through Quality Start San Bernardino. There are approximately 3,000 children under 2 years old who have an Individualized Family Services Plan (IFSP). As of December 1, 2018, 4,768 children under the age of 5 received special education services through a local education agency, as well as, Inland Regional Center (IRC). Children under three were primarily served for Other Health Conditions, followed by Hard of Hearing, Multiple Disabilities, or Speech or Language Delay. Preschool-aged children were primarily served for Speech or Language Delay or Autism.

This year’s Needs Assessment has been conducted through the LPC and is awaiting final approval. The goals will be identified during the process of the Strategic Plan (5 year plan), which we will begin convening virtually in May 2020. The LPC Strategic Plan will be submitted to CDE within 4 weeks of approval via electronic submission. Possible areas of focus for the County of San Bernardino based on the Needs Assessment findings are as follows:

1. Increase access to high quality child care and development programs throughout San Bernardino County.
2. Promote quality in child care and development programs with an emphasis on workforce development.
3. Advance collaboration within the San Bernardino County Superintendent of Schools
Overall, the strategy for the San Bernardino County Consortium will be to utilize the Local Needs Assessment along with specific Quality Start San Bernardino program data from 2016-2020 to inform future strategies for outreach and recruitment strategies. Geographic data will be used to better understand which communities have been served through programs participating in Quality Start and to identify where there may be gaps in participation and program quality and a need for outreach and recruitment.

*Statistical information was obtained from: 1) San Bernardino County 2019 R&R portfolio 2) Local Needs Assessment 3) San Bernardino County Head Start Community Assessment 4) KidsData.org

A2. Describe the goals and objectives of the local Consortium and the QCC Plan

Beginning in 2015, First 5 San Bernardino built upon existing partnerships to convene a QRIS Consortium of early learning partners countywide and enter into a strategic planning process for QRIS. Currently, the Consortium includes representatives from First 5 San Bernardino (F5SB), the County Office of Education-San Bernardino County Superintendent of Schools (SBCSS), a Resource & Referral Agency - Child Care Resource Center (CCRC), local institution of higher education California State University San Bernardino (CSUSB), Preschool Services Department (PSD), the Local Child Care Planning Council (LPC), local school districts, County of San Bernardino departments and many other agencies providing services and care for children 0-5 and their families.

Our local Consortium, also known as Quality Start San Bernardino (QSSB) has a vision that all children, birth through age 5, are in high quality early learning environments and are prepared to achieve their fullest potential in school and in life. Our mission is to build a comprehensive quality improvement (QI) system of services to support early childhood educators, parents, and caregivers to provide high quality early learning environments that will nurture the whole child and promote school readiness for children 0-5 in San Bernardino County. Achieving the vision that all children birth through age 5 will be in high quality early learning environments will require alignment across early childhood systems across the community, additional sustainable resources infused into QSSB, and a unified focus on supporting a strong and valued workforce that can prepare young children for the future.

Through the QRIS strategic planning process, the following systems goals were established to make this vision a reality.

QSSB’s first goal is to build a *Strong Infrastructure* by continuously assessing and improving the infrastructure and operations of the quality rating and improvement system for effective operation and long-term sustainability. In order to accomplish this goal, the consortium has established the following objectives:
1. Improve the practices and policies that support the success of the QSSB operational partnership.
2. Increase the effectiveness and engagement of community partners in the governance structure.
3. Refine the local QRIS initiative model to be responsive to identified opportunities for increased effectiveness, needs, and new opportunities.
4. Increase the participation of Family Child Care Homes and Family, Friend, and Neighbor providers, in QSSB especially those serving infants and toddlers, Spanish-speaking providers, and providers in rural, low-income areas in the county.

QSSB’s second goal is to develop a *Qualified Workforce* by increasing the number of early childhood educators who have the education and skills to provide high quality early education and care for children. This goal is guided by the following objectives:

1. Increase the coordination of education, training, and professional development resources to support quality improvement among QRIS participants.
2. Increase the percentage of early child care and education providers with advanced formal education and professional development.
3. Cultivate a supportive structure for QSSB early childhood educators that empowers them with the tools to navigate the program.

A third goal is *Systems Alignment*, which means to continuously engage partners and align with systems that impact the education, health and well-being of young children. The consortium defined the following objectives to help accomplish this goal:

1. Increase alignment with existing early childhood services with QSSB programs to better support the education, health and developmental needs of the children they serve.
2. Develop a coordinated strategy to align quality early learning along the cradle to career continuum.

A fourth goal is *Policy, Advocacy & Sustainability*. This involves the local consortium’s leadership commitment to work to ensure that QSSB has the necessary levels of support for its continued success and expansion in San Bernardino County. To accomplish this goal, the following objectives have been identified:

1. Increase the public’s awareness of the importance of high quality early learning and the link to positive educational, economic, and social outcomes.
2. Advocate for policies that support increased investment in quality improvement systems, and in particular for programs that have a higher need for quality improvement support.
3. Secure dedicated and sustainable funding for the continuation of the quality improvement system.

And finally, goal number five is to be *Results-focused*, meaning QSSB will establish and track clear measures of impact and progress of the QRIS, and communicate results to stakeholders. The objectives that the consortium has established to accomplish this goal are as follows:
1. Utilize data and evaluation process to guide continuous improvement and systems outcomes.
2. Track and share the impact and results of QSSB to influence policy and for sustainability efforts.
3. Track and share the impact and the results of QSSB with early childhood educators and other community stakeholders.

These goals and objectives guide the work of our local consortium, as well as the QCC plan we have put forth.

A3. Describe how the consortium will build ELC and HV capacity and quality in high-impact communities, support smooth transitions from ELC to elementary, and address the needs of children and families that are eligible but not serviced by existing programs (e.g., I/T, high-impact)

One of QSSB’s strategic goals is to develop a qualified workforce that can provide high quality early care and education. The Consortium encourages and supports early educators and home visiting programs to engage in ongoing professional development, including attainment of higher levels of education by building upon current capacity. This is done through a number of efforts.

First, all QRIS participants will receive technical assistance and coaching to develop a quality improvement plan (QIP). The quality improvement plans help administrators and providers prioritize their focus areas for growth, and help the technical assistance provider connect providers to resources to advance their goals. Participants have the opportunity to attend trainings such as those held by CPIN and PITC. The quality improvement plans also allow each site to receive tailored supports to meet their specific opportunities and challenges.

Second, the Consortium has established a Workforce Professional Development Committee, which is made up of representatives from each consortium member and sits under the QSSB Operations Committee. The Professional Development Committee is guided by a set of goals and objectives, and meets regularly to map all services for providers and young children in the county to identify supports for alignment, expansion, enhancement, and/or development through QCC and other quality improvement resources. This Workgroup is also working on strategies for onboarding providers, trainers, and coaches across the county to the CA Workforce Registry.

Capacity building for home visiting programs is also underway in San Bernardino County (see section C1 & F2 for additional details regarding our local home visiting programs). There are currently three home visiting programs being offered to children and families. The Quality Start San Bernardino leadership team has met with these programs to learn more about their service delivery model and how the Consortium may be able to help build their capacity and improve the quality of their programs. The primary need that each of these programs has expressed is a need for professional development support for their home visiting staff members. In addition, one organization is interested in capacity building at the administrative level. Our Consortium is currently developing the professional development support system in partnership with the home visiting programs to ensure we are providing appropriate professional development training opportunities to benefit all levels of the home visiting programs in our County.
Home visiting programs will also receive coaching and have opportunities to build and participate in communities of practice specifically designed for their program and staff. San Bernardino County home visiting staff members range from Community Health Workers (CHWs) within the Promotores de Salud Model to staff members who may have as much as a bachelor's degree in early childhood, human development or a related field of study. Our Consortium will explore developing an education pipeline for these workers that will create a gateway into college for those interested in this path by developing professional development cohorts. Quality Start San Bernardino will engage local home visiting programs to create a home visiting leadership team in the county. The goal of convening a Home Visiting Leadership Team will be to work with all home visiting stakeholders in an effort to draw down additional home visiting funding to serve more children and families in San Bernardino County.

In addition to building capacity amongst home visiting and early learning and care providers, the Consortium is also working to ensure children are prepared and able to transition to the K-12 system. A strategic goal of the Consortium is to be aligned with other systems, and a key objective for that goal is to develop a coordinated strategy to align quality early learning along the cradle to career continuum. During this most recent 2019-2020 fiscal year, QSSB engaged in early conversations with key stakeholders and administrators from the K-12 system to begin planning an ECE - K-12 forum that will explore existing kindergarten readiness efforts across the county and discuss strategies for strengthening those efforts to ensure children are able to transition smoothly to elementary settings.

To address the needs of children that might not be served by existing QSSB programs, the Consortium partners offer a number of strategies and programs that can reach these eligible families. First, Child Care Resource Center (CCRC), in partnership with other R&R agencies across the state, helps to engage families through Parent Cafés to enhance parents’ understanding of their role in their child’s development utilizing the Center for Disease Control and Prevention’s “Learn the Signs, Act Early.” Parent Cafés are an effective parental empowerment strategy used to facilitate meaningful and reflective conversations that promote trusting relationships and parental knowledge, and are conducted in families’ preferred language while integrating cultural norms throughout. The Cafés promote social, emotional, physical, and cognitive development of children birth to 5 years old with content including Strengthening Families and “Learn the Signs, Act Early”, which include developmental milestones materials that improve early identification of children with delays by promoting parent-engaged developmental monitoring.

In addition, Kaleidoscope Play & Learn (KP&L) groups offered through CCRC provide parents and other caregivers the opportunity to support their children's early learning through everyday activities, and build relationships and network with other participants. The program also supports the parent and child for the transition into a school setting. Another strategy to reach eligible families is to leverage the Consortium’s communications tools. The QSSB website and marketing materials help families understand what to look for when choosing child care, what high quality is, and why it matters. The CCRC Communications team curates the website resources and content to serve families and children by offering ways to engage children at
home, sharing community information, aid organizations, and events.

Furthermore, CCRC’s Resource Library offers multi-faceted resources and support to parents and children. Parents visit the library to inquire about resources in the community based on their need and receive assistance with choosing quality child care. The Resource Library is also a place they can interact with their child. The library provides story time, enrichment activities and an opportunity for children to interact with other children, building their social-emotional skills. There is also an opportunity to explore toys and curriculum ideas to take home that further enhance learning experiences for both the parent and child. Through these various programs and strategies, our Consortium is able to reach eligible families that might not be participating in Quality Start San Bernardino programs, and provide them with supports and information about high-quality early learning environments.

Section B: Governance, Convening and Strengthening Partnerships

Describe which agency/staff are responsible for and how the consortium will accomplish the following activities:

B1. Governance and decision-making process for ensuring shared knowledge and agreement with the consortium’s QCC plan and budget. Include how ELC providers will be engaged in planning and decision-making processes, including but not limited to school districts, Head Start/Early Head Start, and tribal partners (where relevant). Visual/flow chart that shows the decision-making process suggested but not required.

QSSB has established a governance structure to ensure that there is a process for decision-making, there are feedback loops in place for the system, and there is space for fostering partnerships across the county. With a wide range of partners represented at the table, the governance structure ensures that the perspectives and voices of early learning and care providers are elevated across the governing bodies and incorporated into implementation-level decisions.

The QSSB governance structure is made up of two core bodies that are composed of a diverse group of community stakeholders and champions of quality: the Steering Committee and the Operations Committee.
STEERING COMMITTEE - The Steering Committee is governed by leadership from the following agencies: First 5 San Bernardino, Child Care Resource Center, California State University, San Bernardino, Preschool Services Department of San Bernardino County, and San Bernardino County Superintendent of Schools. The Steering Committee sets the strategic and policy direction for QSSB, makes fiscal and policy decisions, and takes the lead in advocacy and the sustainability of the system. The Steering Committee includes the required representation for a QRIS Consortium.

OPERATIONS COMMITTEE - The Operations Committee consists of representatives from the operational partner agencies, including coaches, assessors, raters, and other key staff. The Operations Committee coordinates operations, makes implementation-level decisions, and elevates recommendations with policy or fiscal implications to the Steering Committee for decision.

SUBCOMMITTEES & WORKGROUPS - Subcommittees or workgroups can be established under the Steering or Operations Committees, and are focused on advancing the work of specific strategies under the QSSB Strategic Plan. Current subcommittees include the Advocacy Committee and the Workforce Professional Development Committee.

AD-HOC COMMUNITY ADVISORY GROUPS - Ad-hoc community advisory groups are open to any community stakeholders. Advisory groups provide community input and involvement in advancing strategic goals.

QSSB also often hosts community forums focused on a number of different priorities, which creates the opportunity for Early Learning providers and other community stakeholders to actively participate in and inform planning discussions. In the past, this has included forums for QSSB strategic planning, a professional development system, and understanding the provider experience.

B2. Roles and Responsibilities for each consortium member agency, including but not limited to the following. Include if they will provide activities in-kind, via non-QCC funding sources (e.g., Proposition 10 funds, CCDF Quality Funds, etc.), or receive funding through this RFA to support the activities.

- Lead Agency(ies); COE; F5SB; R&R; LPC; APP; Institute for Higher Edu.

Quality Start San Bernardino (QSSB) is operated through a cross-agency partnership between First 5 San Bernardino, San Bernardino County Superintendent of Schools (county office of education), Child Care Resource Center, Preschool Services Department, and California State University San Bernardino. Each of these partner agencies operates a component of the system that an early childhood provider encounters while participating in QSSB. The following outlines the roles and responsibilities of each partner agency.
CSUSB fulfills the following activities and responsibilities through funding provided by the QCC RFA and a local Prop 10 match:

- Safeguard the validity and reliability of the Environmental Rating Scale (ERS) and the Classroom Assessment System (CLASS) assessments conducted for site ratings by certifying assessors and providing assessments.
- Identify barriers to higher education for the Early Care and Education (ECE) Workforce.
- Build connections with higher education institutions within the county and region.
- Build access to higher education and other professional development opportunities for the ECE Workforce.
- Build connections with different institutions, including those in K-12 education, to communicate and support career pathways for the ECE workforce.

CSUSB also provides annual in-kind support cost totaling an estimated $75,000. In-kind support includes office space and equipment for QSSB personnel, as well as assessors and other staff serving on both the Steering and Operations Committees. CSUSB faculty serving on the Steering Committee has received external funding towards working on initiatives that are part of QSSB. These grants include the Jack H. Brown College of Business & Administration Teaching Innovation Grant to create the Early Childhood Administrative and Leadership Certificate at CSUSB and a Kaiser Permanente Grant to create the Early Childhood Trauma Informed Care Certificate.
Child Care Resource Center (CCRC)

CCRC fulfills the following activities and responsibilities through funding provided by the QCC RFA and a local Prop 10 match:

- Serve as the operational lead for the quality improvement (QI) component of QRIS.
- Implement and oversee the enrollment process for all non-CSPP sites, including conducting outreach.
- In alignment with regional efforts, assist with creating a holistic system of training, technical assistance, coaching and other supports to guide providers along a career pathway that leads to quality ECE programs.
- Build community partnerships with libraries to broaden family engagement and create innovative training for family, friend, and neighbor (FFN) and/or family child care (FCC) providers.
- Provide resources, referrals, guidance/follow up for quality improvement plans, site incentives, and professional development opportunities.
- Communications and consumer education for distributing information about the importance of quality in early care and education settings to include the Talk, Read, Sing campaign.
- Oversee the QRIS data management system, establish and track clear measures of impact and progress to include submitting required data fields and reports to various funding sources.

CCRC’s estimated annual in-kind cost to their organization totals $186,000. CCRC leverages their existing programs with library partners targeted at serving FFN and FCC providers, and connects with other community programs to create robust training opportunities for providers. These opportunities include, but are not limited to connections to the following programs and initiatives: Footsteps2Brilliance (a comprehensive English and Spanish literacy app that helps children become proficient readers by 3rd grade), Child Care Initiative Project, Kaleidoscope Play and Learn, Parent Cafés, Strengthening Families Framework, Trauma Informed Training and Consulting. In addition, CCRC provides in-kind cost of key staff time spent participating in QSSB planning and administration and through the Steering and Operations Committees, such as the Research Director, Training Coordinator, Trainer, Senior GIS analyst, Manager of Data Science Innovation, and their Executive Director.

San Bernardino County Superintendent of Schools (SBCSS)

SBCSS fulfills the following activities and responsibilities through funding provided by the QCC RFA and a local Prop 10 match:

- Serve as a co-fiscal lead with First 5 San Bernardino for grants to support the operation of QRIS.
- Provide comprehensive coordination of all components of QSSB across partners and participants for the operation of the system.
- Implement and oversee the enrollment process for all CSPP sites.
● Provide support for outreach.
● Conduct ratings for all site types.
● Develop and facilitate QSSB Operations meetings and the QSSB Professional Development Workgroup.
● Collaborate with the Local Planning Council.
● Plan and facilitate the Workforce Professional Development Committee and oversee the management of the Workforce Registry.

SBCSS’s estimated annual in-kind cost for support given by the collective Curriculum/Instruction and Academic Enrichment (CIAE) from Educational Support Services Division totals $100,000. This support includes staff working to support Early Numeracy and Literacy, and Social Emotional Learning frameworks such as Multi-Tiered Support Services (MTSS) and Positive Behavioral Intervention and Supports (PBIS). Staff supported by AB212 funds will assist in the implementation of QSSB. AB212 funds are leveraged to increase permit acquisition and incentivizes educators to upgrade permits.

First 5 San Bernardino County - First 5 San Bernardino County fulfills the following activities and responsibilities through funding provided by the QCC RFA:

● Serve as a co-fiscal lead with SBCSS for grants to support the operation of the QRIS.
● Provide leadership in the development of a QRIS system budget and coordination across partners.
● Serve as lead representative for QSSB Region 9 HUB activities.
● Provide coordinated leadership, strengthening linkages with licensing and existing systems (example: Help Me Grow IE).

First 5 San Bernardino Prop 10 cash funds an annual $1,000,000 used as a match for travel and additional dollars needed to support operations.

Preschool Services Department (PSD) San Bernardino County - PSD serves in an advisory capacity as a member of the Steering Committee and EHS-CCP Lead. PSD’s estimated annual in-kind cost to their department for time spent participating in QSSB planning and administration through the Steering and Operations Committees is approximately $9,911.04.

B3. How the consortium will strengthen and/or expand partnerships
Quality Start San Bernardino (QSSB), in an effort to strengthen and expand partnerships, will be very intentional to align and support Governor Newsom’s Early Childhood Action Research Team which includes state and national leaders in social impact, financing, policy and equity issues. The Action Team has been tasked with developing a Master Plan for Early Learning & Care which will include a comprehensive road map accelerating the Governor’s goal of providing universal preschool and action steps to increase access to affordable, high-quality child care that embraces the strengths and meets the needs of parents with young children. Many elements of the Master Plan for Early Learning and Care will intersect with the QRIS work of First 5 San Bernardino and our partners in such areas as Kindergarten Readiness Inventories (KRIs) and our Help Me Grow system.
Since its inception, QSSB has strived to be partnership-focused, and has embedded strong partnerships throughout the goals and objectives in the QSSB Strategic Plan. In 2015, First 5 San Bernardino’s Commission approved VIVA Strategy + Communications (VIVA) to help facilitate the creation of a Strategic Plan for the county of San Bernardino’s Quality Rating Improvement System. Over the past 4 years, VIVA has provided consultation for the design and launch of QRIS in our county, now known as Quality Start San Bernardino (QSSB). With VIVA’s support, QSSB partners have established a long-term operational structure, refined and updated the QSSB strategic plan, and developed the first QSSB comprehensive Cost Model to capture cost of QRIS components and overall system cost. In the upcoming years, VIVA will continue to support the Consortium in developing strategies for sustaining QSSB. There are a number of strategies that the Consortium will implement to strengthen existing partnerships and expand system partnerships to be aligned with other important early childhood systems.

As the lead agency, First 5 San Bernardino County will continue to serve as the convener for the QRIS Steering Committee, Consortium, and Early Childhood Education Forums. SBCSS, as Co-Lead, will partner with First 5 in the engagement, planning, implementation and evaluation process of QCC grants. Continued engagement of partners will include regular updates through Consortium meetings, email updates, and the QRIS website. QRIS updates will include alerts about upcoming QRIS meetings, additional opportunities for engagement, and resources related to the local QRIS. Furthermore, SBCSS will continue to fulfill the role of QRIS coordinator and will be charged with coordinating the operational partners & workgroups, maintaining engagement of key stakeholders, and providing updates at community meetings.

The Consortium will also leverage existing meetings and networks such as LPC meetings, Local Head Start & CSPP Directors meetings, provider surveys, and other existing channels to engage a broad representation of stakeholders across the county. The Consortium will continue to plan additional convenings to bring together stakeholders in the county and build partnerships that support Quality Start San Bernardino. For example, in 2019-20 SBCSS leadership worked with the Consortium to identify priorities for ECE-K-12 alignment and plan a School Readiness Forum. The forum aims to bring together superintendents, principals, early learning providers, and policymakers to discuss the needs of children, families, early educators and the K-12 system. The event will be an opportunity to discuss how to build an ecosystem of supports that allow children to enter school ready to learn and grow, and to develop action steps for assessing and supporting school readiness and fostering PreK-12 alignment. While the event has been postponed, the Consortium has laid the groundwork for continued partnership growth and alignment across the ECE and K-12 systems.

In addition to ensuring engagement of existing partners, the Consortium and Steering Committee members will work to expand our network of champions for quality early care and education in San Bernardino County. One of the goals of our system is to bring in nontraditional partners to support quality, expand comprehensive support, and align existing
resources with the QRIS to address the needs of the whole child. Currently, First 5 San
Bernardino is in the development stages of introducing Help Me Grow to San Bernardino
County. This system will help with the coordination of developmental screening and referrals
for children 0-5. This effort is being accomplished in partnership with First 5 Riverside and
Loma Linda University Children’s Hospital.

First 5 San Bernardino is also working with First 5 Riverside to build an Inland Empire network
map, detailing partner relationships within and across counties under four goal areas: Quality
Early Learning, Comprehensive Development, Resilient Families, and Countywide Impact. This
process will enable analysis of existing partnerships that might be further leveraged to support
QSSB’s work. It will also allow for identification of opportunities for expansion of partnerships
both across counties and within San Bernardino County. Through this analysis, QSSB aims to
identify additional ways to connect the QRIS across systems, strengthen relationships with
nontraditional partners, and support the needs of children and families in the county.

Furthermore, CSUSB will continue to strengthen and expand partnerships within early childhood
higher education. The Early Childhood Higher Education Consortium serving QSSB (San
Bernardino County) will expand meetings to neighboring regions including Los Angeles County
and Riverside County. Meetings will be held at least twice a year (fall and spring). These
partnerships will help build access and awareness for QSSB participants to access higher
education.

Section C: Engagement and Recruitment
Describe which agency/staff are responsible for and how the consortium will accomplish the following activities:

C1. Process the consortium will use to engage ELC providers with QCC and specific outreach and
recruitment strategies for each provider type:

- Home-based: FFN and FCC
- Center-based: CDE direct contract programs (e.g., CCTR and CSPP), Head Start, centers receiving subsidized
  vouchers, and other centers
- Alternative settings (if applicable), including “stay and play” for families and providers in local libraries
- Home-visiting programs, including DSS CalWORKS Home Visiting, as determined by community need

The Consortium is committed to serving and engaging all types of ELC providers and settings in
quality improvement. The Consortium has determined that all regions of our county should have
access to coordinated quality improvement through the QRIS. Therefore, all Steering
Committee partners will conduct targeted outreach with their existing service populations.
Additionally, to achieve this and stay true to the interests of our early learning community, we
have decided to actively engage home visiting programs currently implemented in the county.
Outreach and recruitment will be conducted through a combination of approaches and
strategies.

Virtual and by-mail outreach is one approach that is regularly utilized to recruit providers in San
Bernardino County. CCRC communications oversees all advertising, mailings, marketing
materials and content. To reach home-based (FCCH), CSPP and non-CSPP centers, and
alternative settings, postcard mailers that include program and application information, as well
as direct email using the R&R database are distributed. Other direct outreach to large state agencies will be conducted utilizing contact lists from Operational partner agencies. The Consortium also leverages social media to recruit new providers, including home-based (FCCH), CSPP and non-CSPP centers, and alternative settings. CCRC’s Communications Team uses targeted ads on Facebook and Instagram platforms to gauge interest for the waitlist and for direct enrollment, as well as targeted Google ads. Flyers, announcements, resources, and events will also be shared via the SBCSS website, First 5 San Bernardino website, QSSB website, and the LPC listserv, which includes nearly one-thousand providers from across the county. There have also been campaigns created to encourage word-of-mouth marketing amongst home-based family child care providers.

In-person outreach is another approach that is implemented by both Professional Development staff at CCRC and SBCSS staff to raise awareness and interest in QSSB. To reach home-based (FCC), alternative settings, CSPP and non-CSPP centers standalone informational meetings are held either virtually or in-person by Professional Development Staff. Presenting information at existing meetings such as CCIP, Kaleidoscope Play and Learn (KP&L) groups, and other similar events is another strategy that QSSB uses to engage home-based (FCC) and alternative settings. Early Learning staff through SBCSS will continue to promote QSSB participation through announcements and introductions at LPC meetings and directors meetings, and will be available to provide group and individual introductions to the program. Additionally, site visits are conducted at alternative settings to distribute informational packets outlining the benefits of participation in QSSB. Sites serving homeless and children with special needs will also be targeted by San Bernardino County Superintendent of Schools (SBCSS) and Inland Regional Center (IRC).

The home-visiting programs being offered to children and families in the county of San Bernardino include the DSS CalWORKS Home Visiting Program, Early Head Start, Low Income First Time (LIFT) Pregnant Mothers Program, First 5 funded home visiting program utilizing Nurturing Parenting Curriculum, and Tribal Home visiting. Leadership from our local home visiting programs have been outreached by the QSSB leadership team. In partnership with the home visiting programs, the team is already developing the professional development support system to ensure an offering of the most beneficial professional development training opportunities.

C2. How the consortium will retain participating programs and how programs will be engaged in quality improvement activities.

Our Consortium members agree that incentives will be a key component of maintaining QRIS participation in quality improvement activities, and have tasked the Quality Improvement Workgroup with putting forward a recommendation for incentives at each Tier level. At this time the Consortium is considering offering incentives, including; participation awards (financial awards, stipends), free or low-cost training, technical assistance, and/or coaching, participant recognition events, site marketing materials (placards, decals, certificates, etc.) Incentives for QCC and IMPACT sites are issued by CCRC through the Regional Director, and incentives for CSPP sites are distributed through the Early Learning Development staff at SBCSS.
Non-CSPP sites will have access to tailored coaching, training, communities of practice, and other QI supports such as Q-bucks to use for materials in alignment with their QIP. QSSB Professional Development Coaches, through CCRC, will coach participants according to their site type and tier level. More in-person coaching support will be given to Tier levels 1-3. Coaching will be dependent on the Quality Improvement Plan developed and a collaborative process between the participant and coach. For sites at Tier levels 4-5, a QIP will be developed and participants will be encouraged to participate in monthly Communities of Practice and other professional development/training opportunities. FFNs and FCCs will be connected to programs offered through CCRC Resource and Referral such as CCIP, Kaleidoscope Play and Learn, Story Time, and Health and Safety Training.

In addition, CSPP sites that have not achieved a Tier 4 or 5 will have access to training, coaching and other QI supports offered by QSSB. QSSB is currently exploring a model to offer QI supports, such as coaching, to Tier 4 and 5 sites for a fee. All participating CSPP sites will have a QIP which will serve as the basis for training support and at a minimum, those QIPs will be followed up on every 6 months.

C3. How the consortium will build and maintain partnerships with school districts to ensure smooth transitions from ELC to TK-12.

In 2011, a countywide vision was unveiled as a result of many months of surveying and analyzing responses from the 24 cities located in San Bernardino County. Eight elements emerged as essential components needed to build a complete community: jobs/economy, education, housing, public safety, infrastructure, quality of life, environment, wellness, and image. From these elements, groups were created for each component. In 2014, the Education Element Group established a Cradle to Career Roadmap to identify key markers for a child’s academic, personal, social and career readiness. In the Cradle to Career Roadmap system, families, educators, government, business, labor, and community-based organizations act as support for students from the time of birth until they finish advanced education programs or certification. This approach safeguards that students have the system of support for strong personal and social readiness.

San Bernardino County Superintendent of Schools (SBCSS), an operational lead of the Consortium and a Steering Committee Member, has established community cabinets among the 33 school districts within San Bernardino County. These community cabinets are composed of parents, administrators and community members. They are charged with identifying ways to increase student achievement and strengthen the alignment of the PreK-20 continuum.

Our Consortium continues to develop strong partnerships by aligning our efforts with San Bernardino’s countywide Cradle to Career Initiative. This alignment will ensure that local school districts are providing developmentally appropriate education and support to the 0-5 age group of the Pre-K to 20 continuum. Through the planning for the School Readiness Forum in 2019-20 (see Section B3), the Consortium initiated discussions and deepened
relationships between partners that are key to ECE-K-12 alignment in the county. For example, the Consortium, First 5, and SBCSS leadership identified priority action areas, such as determining a clear, shared definition of school readiness and measuring school readiness across the county. Going forward, that foundation will be leveraged to convene ECE and K-12 stakeholders, identify action steps for further alignment, and work towards common goals.

Furthermore, the Head Start program administered by the Preschool Services Department has several Memorandums of Understanding with multiple school districts in San Bernardino County specific to addressing the services and transitioning of children with disabilities to the K-12 system.

Section D: Ensure Accountability – Participation and Improvement Goals

D1. Complete and upload the tables below to estimate goals for sites participating in QI, rated sites, and sites rated at Tiers 3–5 for each of the three years of the grant period. These are estimates only and are meant to inform local planning and resource allocation. Please use the targets and definitions included in Appendix A/B. The June 2023 goals should take into account required targets for each applicable funding stream. Goals should demonstrate how the consortium will ensure steady improvement in participation, quality, and children served across the mixed delivery system.

<table>
<thead>
<tr>
<th>Sites Participating in QI Only</th>
<th>Current</th>
<th>June 2021</th>
<th>June 2022</th>
<th>June 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFN</td>
<td>22</td>
<td>26</td>
<td>42</td>
<td>55</td>
</tr>
<tr>
<td>FCC</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Center, non-CSPP</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CSPP</td>
<td>0</td>
<td>4</td>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td>Alternative Sites</td>
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<td>848</td>
<td>1675</td>
<td>2590</td>
</tr>
<tr>
<td>Estimated Children Impacted</td>
<td>40</td>
<td>848</td>
<td>1675</td>
<td>2590</td>
</tr>
<tr>
<td>All Rated Sites</td>
<td>Current</td>
<td>June 2021</td>
<td>June 2022</td>
<td>June 2023</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------</td>
<td>-----------</td>
<td>-----------</td>
<td>-----------</td>
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<tr>
<td>FCC</td>
<td>88</td>
<td>95</td>
<td>123</td>
<td>146</td>
</tr>
<tr>
<td>Center, non-CSPP</td>
<td>65</td>
<td>67</td>
<td>74</td>
<td>79</td>
</tr>
<tr>
<td>CSPP</td>
<td>118</td>
<td>126</td>
<td>134</td>
<td>137</td>
</tr>
<tr>
<td>Alternative Sites</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimated Children Impacted</td>
<td>12093</td>
<td>12696</td>
<td>14428</td>
<td>15102</td>
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</table>

<table>
<thead>
<tr>
<th>Sites Rated at Tiers 3, 4 and 5</th>
<th>Current</th>
<th>June 2021</th>
<th>June 2022</th>
<th>June 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>FCC</td>
<td>35</td>
<td>35</td>
<td>39</td>
<td>42</td>
</tr>
<tr>
<td>Center, non-CSPP</td>
<td>54</td>
<td>56</td>
<td>58</td>
<td>59</td>
</tr>
<tr>
<td>CSPP</td>
<td>118</td>
<td>126</td>
<td>134</td>
<td>137</td>
</tr>
<tr>
<td>Estimated Children Impacted</td>
<td>11178</td>
<td>11679</td>
<td>12327</td>
<td>12597</td>
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</table>
D2. How the consortium will conduct initial and ongoing assessments for the purpose of quality improvement and/or ratings of each of the provider types in QCC service area. Include who will be responsible for carrying out assessments and ratings and links to Regional Hubs, CDE field monitors, CDSS-CCLD, etc.

The rating and assessment process is a joint effort between Consortium partners, Child Care Resource Center (CCRC), San Bernardino County Superintendent of Schools (SBCSS), and California State University San Bernardino (CSUSB). CSUSB staff oversees all QSSB participant assessments, while CCRC and SBCSS support the rating and file review process in accordance with the QCC Rating Matrix and QCC Implementation Guide.

The Early Learning and Development Specialists staff at SBCSS are the first contact with new, returning and continuing sites. SBCSS staff conduct middle monitoring progress on non-rating years, as well as end of year final rating. Formal rating and assessment will be conducted for CSPP and QCC sites in accordance with the QCC Implementation Guide. Sites that have rated at Tier levels 1-3 on the QCC Rating Matrix will receive subsequent assessment and re-rating every 3 years, and sites that rate at Tier levels 4-5 will receive their re-rating every 5 years.

The assessment process overseen by CSUSB staff entails the following steps once a site is ready for rating or re-rating:

1. The Assessment Coordinator receives notification of sites that need to be assessed from SBCSS.
2. The Assessment Coordinator contacts sites to schedule a two week window for classroom assessment (CLASS and/or ERS) and assigns qualified Assessors.
3. Assessors conduct assessments and upload scores and related assessment documents onto our Consortium’s data system, VerticalChange (VC).
4. The Data Coordinator ensures the accuracy of data and informs SBCSS and CCRC staff that assessments are complete.

The rating and re-rating process overseen by SBCSS staff entails the following steps once assessments are complete:

1. The Early Learning and Development Specialists verify participant eligibility, enter sites into our data system VC and notify CCRC Professional Development Coaches.
2. The Early Learning and Development Specialists conduct a Final Rating/Portfolio visit.
3. Finally both the Early Learning and Development Specialists and Office Specialist II send a final rating notification to both QSSB sites and QSSB partners associated with the site.

Sites enrolled under IMPACT will not receive formal ratings and assessments. Rather, quality of IMPACT sites will be monitored through Quality Improvement Plans.

First 5 San Bernardino as the lead entity for QCC will be the link to Regional Hubs and in partnership with SBCSS, CCRC and CSUSB for the CDE field monitors and CDSS-CCLD.
Our Consortium has chosen California State University San Bernardino (CSUSB) as a higher education partner for assessments. CSUSB's decision to utilize students has allowed the Consortium to build a robust pool of assessors and has enabled the Consortium to conduct assessments in a cost-effective manner. CSUSB will monitor assessor qualifications and training requirements and coordinate training as appropriate.

Assessor capacity was built through existing capacity in our local agencies and training from First 5 California. Our county now has reliable assessors certified at the Anchor level in all ERS assessment tools. Per the QCC Implementation Guide, local QSSB assessors are required to maintain at least 85% reliability in the ERS assessment tools. For ERS assessors, drift testing is conducted every 6 months and 12 months, and they are recertified every 18 months.

In addition, our county has several CLASS reliable observers that, in accordance with the QCC Implementation Guide, maintain at least 80% reliability in the CLASS tools. Following initial CLASS certification, QSSB assessors must complete inter-rater reliability (IRR) every six months, at minimum, and recertify annually.

QSSB assessors are continuing to be recertified as required. In addition, they are maintaining reliability through training and resources offered through the IMPACT Region 9 Hub and various other training opportunities. CSUSB will continue to oversee the reliability of assessors consistent with the state recommendations.

The Consortium utilizes VerticalChange (VC) as the data system to collect Quality Start San Bernardino (QSSB) program information. VC offers the Consortium the ability to capture program data and access real-time and historical information on program activities including site and participant information, administrative data about each site, assessments and ratings, and quality improvement activities. Information from the data system is pulled together and extracted to submit the QCC Common Data File each year.

One of our Consortium partners, Child Care Resource Center (CCRC) currently oversees the database design and supports users of the system. Research Division staff from CCRC meet regularly with Consortium partners to determine data system needs and the Sr. Research Analyst implements design changes as deemed critical to the program.

Information on each site is collected throughout the site’s participation in QSSB. Specifically, data is collected by all program partners during the following points of program participation: (1) by SBCSS and CCRC during the application process, (2) by CSUSB during assessment, and SBCSS during the rating stage, (3) by CCRC while providing technical assistance and
professional development coaching, and (4) by SBCSS and CCRC when distributing program incentives.

Data entered into VC is reviewed regularly by all program partners to inform outreach activities and quality improvement supports. The Research Manager II at CCRC will lead and oversee the evaluation of the program which includes a year-end evaluation and continuous quality improvement activities. Under the guidance of the Research Manager II, the Research Analysts will develop regular reports for the Operations and Steering Committees on program activities and progress towards meeting program milestones. The evaluation team at CCRC will also engage with QSSB program participants on a yearly basis to further understand the impact of their participation in QSSB. The evaluation team will work to disseminate results from all evaluation activities to operational partners to make data-informed decisions for the program.

D5. Process to ensure workforce data is uploaded into the California Early Care and Education Workforce Registry. Include how the consortium will ensure PD opportunities are recorded, published, and attendance tracked within the Workforce Registry.

Consortium partner, Child Care Resource Center, has designated a staff person to oversee Professional Development (PD) being offered to Quality Start San Bernardino (QSSB) participants. A key responsibility of this designated PD staff member will be to ensure all QSSB participants (site lead teachers, administrators, family child care owners, consortium trainers, and coaches) have an active profile in the CA Workforce Registry.

Furthermore, CCRC and SBCSS will integrate the Workforce Registry into the site enrollment process, ensuring that all new sites have a profile and are familiar with the Registry by the completion of the enrollment process. The PD Staff member and professional development coaches will support QSSB participants in ensuring they have the correct level of access, such as a site supervisor having administrator access to view their site staff’s profiles. The PD Support staff person will offer training and technical assistance to the QSSB participants with the Registry, which will include training, in-person visits, and follow-up to offer continued support.

All QSSB training offered will be entered in the Registry. Once an event (training) has been created, an attendance sheet can be generated from individual registrations to track participation. QSSB participants can either search for available training in the Registry or use the QSSB website to find an upcoming training that will link the participant to the Workforce Registry to register for the training.

Section E: Quality Improvement Strategies, Quality Investments and Supports
Describe which member agency(ies) and staff are responsible for and how the consortium will accomplish each of the following activities:

E1. Create individualized quality improvement plans for participating sites.
The Consortium encourages and supports early educators to engage in ongoing professional development and quality improvement activities. The Child Care Resource Center (CCRC)
Professional Development Team is responsible for providing Quality Start San Bernardino (QSSB) participants with technical assistance to develop Quality Improvement Plans (QIPs). All sites will complete a self-assessment to identify specific areas for improvement on the California Rating Matrix.

CCRC Professional Development (PD) Coaches will work with all non-CSPP and CSPP participating sites to create QIPs. The coaches utilize a strength based collaborative approach when creating individual quality improvement plans. The process begins with establishing a relationship in order to build trust with the participant. Next, the PD Coach will evaluate information gathered from the participant, assessments, and ratings entered into our Consortium’s database system VerticalChange (VC). The PD Coach will work with the QSSB participant to begin the goal planning process and develop a QIP while utilizing SMART (Specific, Measurable, Attainable, Relevant, Time) goals that align with the Pathways and QCC Rating Matrix. QSSB participant goals are individualized and developed based on where the provider is and what area(s) they would like to improve on.

QIPs developed with FFNs and Alternative sites will focus on areas such as health and safety, child development, and developmentally appropriate activities. Once the QIP is created, PD Coaches will provide ongoing support according to the site Tier level or site type.

- Sites with rating Tiers levels 1-3 will have monthly coaching visits and access to Communities of Practice.
- Sites with rating Tier levels 4-5 will receive two in-person coaching visits throughout the program year that will include QIP development and a QIP progress visit. They will also have access to monthly Communities of Practice.
- FFN’s and Alternative sites will have the opportunity for monthly coaching visits, as well as be connected to other resources and training opportunities including Kaleidoscope Play & Learn, Story Time, CCIP, and Health and Safety Training.

E2. Collect and use data and feedback from each program type to inform continuous improvement in the implementation of QI supports.

Quality Start San Bernardino (QSSB) strives to make data-informed decisions, and has outlined specific strategic goals and objectives for tracking measures of impact. In order to ensure that quality improvement supports are responsive to the needs of participating providers, QSSB has developed a system for data collection and evaluation, to inform the continuous improvement of QI supports. This system involves data collection processes that are implemented across system partners and program types, and involves both qualitative and quantitative data gathering and analysis.

First, educator & site level data for all site types are collected and entered into VerticalChange (VC) by technical assistance providers, coaches, assessors, and raters, which include various staff across Consortium partners. Second, CCRC’s Research Division staff ensure that VC is programmed to collect important data needed across Consortium partners for each site served. CCRC Research Division staff also implements a number of data collection processes throughout the program year to gather key insights into what is working, and what could be
improved for providers. This includes qualitative data gathering such as conducting provider surveys and interviews. Throughout the program year, the Research Division produces quarterly reports for both the Steering Committee and Operations Committee, which are presented by the Research Manager II and reviewed and discussed regularly to determine local modifications and improvements for quality improvement supports and make course corrections as needed.

In addition, CCRC coaches, as indicated in section E1, utilize site ratings (when available), the self-assessment, Self-Reflection/Portfolio Forms, and Professional Development Self-Reflection Surveys to guide QI supports and the development of a QIP for all participating sites. The Professional Development Self-Reflection Survey, is based on the ECE Competencies and asks providers to indicate their level of confidence and interest in receiving training in each of the ECE Competencies areas. Together, these data inform QI supports such as coaching, T/TA visits, Communities of Practice and access to trainings.

For CSPP sites specifically, SBCSS will use rating data to ensure that sites that have not met Tier 4 or 5 will have access to training, coaching and other QI support offered by QSSB. Participating CSPP sites will have a QIP, and ERS and CLASS scores, which will serve as the basis for training support offered to participants.

E3. Increase the quality of ELC programs and utilize state-funded (CDE & F5CA) quality improvement resources to create opportunities for providers to strengthen their skills by expanding access to evidence-informed delivery methods, such as coaching; specific training sessions; targeted resources; peer-learning; and partnerships that help them gain the knowledge, skills, and competences to support young children and their families. Include how the following will be implemented:

- Training and technical assistance to program staff on developmental and behavioral screenings using standardized, validated screening tools
- Coaching to improve program quality through nurturing adult-child relationships and safe, healthy learning environments
- Talk. Read. Sing.® messaging
- CDE CCDF Quality Projects, including, but not limited to, the Child Care Initiative Project (CCIP) and the new Business Practices training operated by the local R&R consortium member
- TTA for program staff to provide effective and responsive learning environments for children with disabilities, challenging behaviors, and those who have experienced trauma, including utilizing adverse childhood experiences (ACES) screenings, early childhood mental health consultants, and other supports
- Certification of coaches who are funded by this RFA within 2 years of availability of the statewide coaching certification. Note: The costs of the certification through the timeline of this RFA will be funded by outside funds and do not need to be budgeted as part of local proposals, although travel may need to be part of the local QCC budget.

The Consortium will continue to encourage and support early educators to engage in ongoing professional development, including attainment of higher levels of education by building upon existing training opportunities with collaborative organizations such as San Bernardino County Superintendent of Schools (SBCSS), First 5 San Bernardino, California State University San Bernardino (CSUSB), other colleges and universities, and other community partners.

The Consortium will also leverage existing state funded quality improvement resources to build the capacity of providers to provide high quality care and early education. The Consortium plans to support early learning and care programs with increasing quality, through the following
strategies:

**Coaching Certification & Overall Professional Development**

CCRC has been involved in the Coaching Certification discussions with WestEd through participation in the overview, virtual feedback sessions, and the reviewing of the draft coaching competencies and certification rubric. CCRC is prepared to have coaches go through the certificate when available.

CSUSB will compile information about what professional development opportunities and certificate/degree programs are being offered at higher education institutions in the area. CSUSB will work to link higher education opportunities to professional development. Materials including a road map and information sheet about ways to access higher education (2-year & 4-year) will be created. CSUSB staff will work with CCRC’s Professional Development Coaches to distribute these materials to providers in order to expand access to certificate and degree programs in our area and surrounding regions. CSUSB will also coordinate an Early Childhood Provider Welcome Event with 2-year & 4 year institutions that have early childhood and/or child development degree programs. This will provide opportunities for ELC providers to get familiar with, in an informal setting, college campuses, faculty, application process, and get information/ask questions about specific degree programs.

**Training & TA: Behavioral & Developmental Screening**

CCRC has several Certified Trainers in the screening tools: ASQ-3/ASQ-SE, ERS, Caring for our Children, CLASS (Infant, Toddler, and Pre-K), SEFEL, DRDP 2015, and Meaningful Observation. QSSB participants will have the opportunity to be coached, trained and supported through Communities of Practice in these areas. In addition to ensuring engagement of existing partners, the Consortium and Steering Committee members will work to expand our network of champions for quality early care and education in San Bernardino County. One of the goals of our system is to bring in nontraditional partners to support quality, expand comprehensive support, and align existing resources with the QRIS to address the needs of the whole child. Currently, First 5 San Bernardino is in the development stages of introducing Help Me Grow to San Bernardino County. This system will help with the coordination of developmental screening and referrals for children 0-5. In addition, this effort is being accomplished in partnership with First 5 Riverside and Loma Linda University Children’s Hospital.

**Coaching**

CCRC will provide coaching to non-CSPP participants with intensity based on Tier level and site type. Sites at Tier levels 1-3 will have monthly coaching visits and access to Communities of Practice. Tier Levels 4-5 will receive two in-person coaching visits throughout the program year that will include QIP development and a QIP progress visit. They will also have access to monthly Communities of Practice. CCRC’s Professional Development Coaches are well versed in the CLASS and ERS tools as well as knowledgeable with SEFEL. During site visits, observations are made of adult-child interactions and the environment; then, time is given to reflect on observations and develop goals and strategies for improvement. FFN’s and Alternative sites will have the opportunity for monthly coaching visits as well as be connected to Kaleidoscope, Story Time, CCIP, and Health and Safety Training.
State Funded QI Resources (e.g., Talk Read Sing, CCIP, Business Practices training)
Consortium partners will continue to share the Talk Read Sing campaign on the QSSB website as a featured resource and across social media platforms. Talk. Read. Sing.® messaging will also be disseminated through participant tool kits, program fact sheets, and email newsletters. First 5 San Bernardino often gets opportunities to receive additional Talk. Read. Sing.® resources from First 5 California (i.e., Census) that can in turn be shared with San Bernardino County providers.

CCRC resource and referral specialists offer several CCIP cohorts in San Bernardino and High Desert yearly. These cohorts are offered in English and in Spanish. The CCIP cohort trainings offered are:
- FCC Business Aspects
- FCC Contracts & Policies & Administration
- Nutrition Basics
- Emergency Disaster Preparedness
- Child & Family Health
- Elements of the Learning Environment
- Creating Cultural Diversity
- Basic Child Development 101
- Children with Special Needs and Inclusion
- Work Life Balance and Community Resources

Family Child Care Providers will also be referred to the California Early Childhood Online (CECO) website for the Business Practices in Family Child Care training - Module 1: An Introduction to Best Business Practices in Family Child Care.

T/TA for High-Need Children (Trauma, Disabilities, Mental Health)
QSSB participants will be connected to other QI supports being offered by CCRC and through the County to support the county’s most vulnerable children. CCRC offers Kaleidoscope, Story Time, CCIP training, and health and safety 8-hour training. Connections will also be made to trauma-informed supports such as PBIS training, trauma-informed training through SELPA, as well as trauma-informed training being offered by CCRC that can be found on the Registry. CCRC’s PD Coaches can offer social emotional and behavior management support utilizing strategies from SEFEL during their coaching visits, as well as making the SEFEL module trainings available to participants.

CCRC also has certified training on inclusion, and training will be made available to QSSB participants.

Section F: Family Engagement Strategies
Describe which member agency(ies) and staff are responsible for and how the consortium will accomplish each of the following activities:
F1. Support ELC providers to promote culturally and linguistically effective strategies to engage families and support children’s learning and development. As applicable, include how Strengthening Families is being used and the connections that will be made to the R&Rs PDG Parent Cafes.

Our Consortium partner, Child Care Resource Center (CCRC) Professional Development Team is responsible for engaging families in order to support children’s learning and development. CCRC Resource and Referral Specialists help to engage families through Parent Cafés to enhance parents’ understanding of their role in their child’s development.

Parent Cafés are an effective parental empowerment strategy used to facilitate meaningful and reflective conversations that promote trusting relationships and parental knowledge, and are conducted in families’ preferred language while integrating cultural norms throughout. Additionally, Parent Cafés promote social, emotional, physical, and cognitive development of children birth to 5 years old with content including Strengthening Families framework, the Center for Disease Control and Prevention’s “Learn the Signs, Act Early” developmental milestones materials, that improve early identification of children with delays by promoting parent-engaged developmental monitoring.

Professional Development coaches also work with consortium ELC participants in creating a culturally diverse and language rich environment. This is done by adding classroom materials and posters/pictures that represent a variety of cultures. Professional Development Coaches work with providers to gather information from their families culture to share and incorporate in the classroom environment. Additionally, providers are encouraged to have a language rich environment by labeling the classroom environment in English and in the childrens’ home language, as well as, having books available to read in childrens’ home language.

F2. Strengthen connections with the California Department of Social Services (CDSS) CalWORKs HV program and other HV programs, and what supports or cross-training PD opportunities they will provide to HV staff.

The Consortium is committed to strengthening connections with our local organizations offering home visiting services to our community. Ideally, increased outreach to educate parents of the added benefits of enrolling their children in Quality Start programs can be provided to those participating in home visiting services. As described in section A3, San Bernardino County currently has three home visiting programs being offered to children 0-5 years old and their families. The CalWORKS Home Visiting Program is utilizing the Early Head Start home based model to implement the program. A non-profit funded by First 5 San Bernardino, El Sol Neighborhood Educational Center, utilizes the Healthy Families America model, coupled with Nurturing Parenting Curriculum, the Parent Child Home programs (PCHP) and the Home Instruction for Parents of Preschool Youngsters (HIPPY) curriculum. The third program, Tribal Home Visiting, utilizes the Parents as Teachers (PAT) curriculum. Each of these program requirements mandate a minimum number of hours of professional development that is specific to the duties of the home visitors.

Child Care Resource Center (CCRC) Professional Development Team is responsible for providing cross-training and PD support opportunities to home visiting staff. The QSSB quality
improvement team has staff certified as trainers in all but one of these models, as well as many other professional development areas that will meet the primary needs of our home visiting program by providing training in home visiting, child abuse, home visiting curriculum, child development, strengthening families framework, trauma-informed care, and other best practices. In addition to professional development training, home visiting programs will receive coaching and have opportunities to build and participate in communities of practice specifically designed for their program and staff.

Quality Start San Bernardino leadership team has met with these programs to learn more about their service delivery model and how our Consortium may be able to help build their capacity and improve the quality of their programs. Each of these programs have shared that primary need is professional development support for their home visiting staff members. In addition, one organization is interested in capacity building at the administrative level. Our Consortium is currently developing the professional development support system in partnership with the home visiting programs to ensure we are providing appropriate professional development training opportunities to benefit all levels of the home visiting programs in our County.

San Bernardino County home visiting staff members range from community health workers (CHWs) within the Promotores De Salud Model to staff members who may have as much as a bachelor's degree in early childhood, human development or a related field of study. Our Consortium will explore developing an education pipeline for these workers that will create a gateway into college for those interested in this path by developing professional development cohorts. Additionally, our Consortium will also create a home visiting leadership team in the county to work with all home visiting stakeholders in an effort to draw down additional home visiting funding to serve more children and families in San Bernardino County. Every training offered by the Consortium is available to all QSSB participants including ELC providers, alternative sites, and home visiting staff. We are looking forward to this ongoing partnership and how it will allow our county an opportunity to expand the services we provide through QSSB and to children and families in our County.

F3. Identify and engage children and families experiencing homelessness in their communities and the ELC programs serving them.

Our Consortium partner, San Bernardino County Superintendent of Schools (SBCSS) is responsible for identifying children experiencing homelessness. SBCSS works with CSPP staff throughout the county, including CCRC and CSUSB, that serve families with children 0-5, and the internal Homeless Education Program unit. Families will often complete a needs assessment form at enrollment that will indicate if a family meets criteria for homelessness. QSSB participating programs will be identified by those that serve children who meet the McKinney-Vento Law definition, including:

- Lacks a regular, fixed, and adequate nighttime residence
- Sharing housing due to economic hardship
- Living in a public place not designated for sleeping (cars, motels, etc)
- Unaccompanied youth (without parent or guardian)
Once families and programs serving children experiencing homelessness have been identified, the ELD specialists at SBCSS will work with providers alongside CCRC Professional Development coaches, when appropriate, to identify and address the needs of those children.

In addition, Consortium partner Preschool Services Department (PSD) periodically reserves up to 3% of funded slots in order to quickly enroll children experiencing homelessness. As dictated by the Head Start requirements, PSD places highest priority to serving children and families experiencing homelessness.

Section G: Outreach and Communication – Public Information Program Quality

Describe which member agency(ies) and staff are responsible for and how the consortium will accomplish each of the following activities:

G1. Inform the public and families about its local QIS and the importance of high-quality ELC for children’s learning and development.

Our Consortium partner, Child Care Resource Center (CCRC) Communications Team is responsible for developing and distributing content and materials to the larger community about the importance of high-quality early learning and care for children’s development. Quality Start San Bernardino (QSSB) participants are encouraged to share their involvement in QCC and the importance of quality improvement with the families they serve and the greater public. The Communications team distributes marketing toolkits to enrolled QSSB participants. The toolkit features the following templates in English and Spanish: parent letter, Facebook and Twitter posts, news release, and program fact sheets.

The Consortium utilizes the QSSB website to share resources and educational information with our target audiences which include: ELC providers (enrolled and potential), parents and caretakers, as well as the greater community. Resources are categorized to reach the aforementioned groups and the content is tailored to their specific needs and interests. Provider resources found on the QSSB website include online training opportunities like the QCC Family Engagement Modules and support to create connections to advocacy organizations. Another resource found on our website is our local training calendar. The local training calendar can be utilized by: providers to register for trainings; by parents to download brain-building activities to try at home; applications and online programs, resource and referral, and what to look for when choosing child care (https://www.qualitystartsbc.org/resources/).

The Consortium also uses Facebook, Instagram and Twitter to reach targeted groups. The content rotates between provider support, parent tips, activities and community events for families, QSSB blogs and website links, and how quality programs benefit the whole community. The Communications team at CCRC will continue to utilize paid advertising for recruitment, awareness, and engagement. QSSB's social media presence grows each year. In 2019, we increased our audience across the three platforms by 65% and engagement (reactions, shares,
QSSB operational partners attend community outreach events focused on families and education. Informational flyers specific to providers, parents, and community, as well as, small promotional items are made available at every event. In 2019, operational staff were scheduled to attend more than 20 community outreach events. The following are some of the outreach events QSSB attended last year:

- An annual nonprofit conference hosting 2,000 participants from county-wide agencies. This event proved to be an excellent opportunity to leverage partnership and increase program awareness across the county.
- A week long Reading Rally event hosted by First 5 San Bernardino.
- CCRC’s Play Days were attended and utilized as an opportunity to connect with families.
- Local Planning Council meetings and trainings were attended in order to connect with providers.

The Consortium is committed to attending a minimum of twenty outreach events in the upcoming program year.

**G2. Partner with the local CCR&R(s) and others to share quality ratings, participating in QCC quality improvement activities, and inform consumer education.**

Our Consortium partner and local R&R, Child Care Resource Center (CCRC) Communications team is responsible for advertising Quality Start San Bernardino participation and quality ratings, as well as informing consumer education. The Communications team will continue to post participating programs and their ratings on our QSSB website and will notate all participating sites in the local Resource and Referral database.

To inform consumer education, printed materials and in-person presentations will continue to be made available to the following: subsidy parent orientations, Book, Toy & Resource libraries, Child Care Initiative Programs, Kaleidoscope Play & Learn groups, Parent Cafes, provider trainings, and operational partner websites. Consumer education materials specify individual benefits to providers and parents.

Additional dissemination of information includes regular blog posts shared on the QSSB website to convey quality improvement efforts such as conferences, training and provider highlights. These blogs are highlighted in newsletters sent to over 5,000 subscribers made up of providers, parents and community members. Recognition ads are placed in various ways (print, digital, social) every year listing participants and explanation of the program. Ads redirect to our website qualitystartsb.com

**Section H: Incentives**

Describe which member agency(ies) and staff are responsible for and how the consortium will accomplish each of the following activities:
H1. Use CSPP BG Funds to support site QRIS block grants for CSPP sites rated at Tier 4 and 5. Specifically, include: the amount given per site, classroom, enrollment or other factors; the amount for FCCHs within a FCCHEN; and how the amount varies based on whether the FCCH is licensed as small or large, on the number of children enrolled, or other factors. If the consortium is also providing local site block grants with the other QCC funding sources to mirror the CSPP required site block grants, please describe the settings and address the same details as above.

Our Consortium partner, San Bernardino County Superintendent of Schools (SBCSS) oversees and administers the Block Grant funds for CSPP sites rated at a Tier 4 and 5. Incentive amounts will depend on the amount of funding that is available per year.

Block Grants for Tier 4 sites are distributed per site in a program year, and are up to $10,000 per site. The Block Grant for Tier 5 sites is also distributed per site in a program year, and the amount is up to $15,000 per site. San Bernardino County does not have a Family Child Care Home Education Network (FCCHEN).

H2. Process and incentives available to improve the quality of sites not yet at Tier 4. Identify any challenges in assisting these sites to move to Tier 4.

The main goal of the Consortium is quality improvement and assisting sites to reach a Tier level of 4 or higher. Our Consortium members agree that incentives will be a key component of ongoing QRIS participation and quality improvement, and have tasked the Quality Improvement Workgroup with putting forward a recommendation for incentives at each Tier level. At this time the Consortium is considering offering some of the following incentives to all participants to help them improve their quality:

- Participation awards (financial awards, stipends)
- Free or low-cost training, technical assistance, and/or coaching
- Participant recognition events
- Site marketing materials (placards, decals, certificates, etc.)
- Free or low-cost educational advising

Quality improvement efforts include providing training that will yield greater child outcomes, improve teacher effectiveness and improve learning environments in San Bernardino County. Sites will develop Quality Improvement Plans to assess strengths and areas for growth, and increase their level of quality. All Quality Start San Bernardino sites rated at Tier 3 or below will receive the following incentive supports, as indicated by their Quality Improvement Plan:

- Coaching
- Training and technical assistance on developmental screening tools
- Training to improve teacher child outcomes interaction
- Training to improve the environment and overall quality
- Instructional supports
- Materials and equipment

CSPP sites that rate at a Tier 3 will receive $10,000 in Q-Bucks, which can be used towards the following:
• Materials or supplies aligned with QIP
• Substitute reimbursement costs for staff to attend QIP approved training
• Reimbursement of training costs aligned with QIP
• Other quality improvement costs aligned with the QIP

It is important to note that the types of incentives for non-CSPP sites will depend on the amount of funding that is available after quality improvement supports are determined and accounted for.

At a system level, the Consortium will leverage evaluation data to identify common barriers to improved quality for sites that have not yet reached Tier 4-5. The Research Division of CCRC, led by Research Manager II, will lead this analysis. Once barriers are identified and shared with the Consortium, the Operations Committee will develop a plan to address those barriers.

At the site level, CCRC Professional Development coaches as well as SBCSS ELD Specialists will use data collected through Quality Improvement Plans to identify provider needs and work with providers to overcome barriers to improved quality.

H3. Specific incentives that will be provided to non-CSPP funded programs. Include in your description the setting type and/or quality level and/or type of participation (i.e., rated vs. quality improvement only), as well as the rationale for the type of incentive.

Our Consortium partner, Child Care Resource Center (CCRC) oversees and administers incentives provided to Non-CSPP funded programs. All QSSB sites receive the following incentives:

• Participation awards (financial awards, stipends)
• Free or low-cost training, technical assistance, and/or coaching
• Participant recognition events
• Site marketing materials (placards, decals, certificates, etc.)
• Free or low-cost educational advising

All sites at Tier 3 or below receive the following incentive supports:

• Coaching
• Training and technical assistance on developmental screening tools
• Training to improve teacher child outcomes interaction
• Training to improve the environment and overall quality
• Instructional supports
• Materials and equipment

Non-CSPP sites that are rated at Tier levels 1-2 will be incentivized with Q-bucks, so that they can receive quality improvement supports offered through QSSB that are in alignment with their Quality Improvement Plan. Additionally, our Consortium has agreed to incentivize a rating bonus for increased Tier level to encourage continuous quality improvement.
Furthermore, Q-bucks will be given for FFN providers at a lesser value than licensed providers, and will be utilized in coordination of the Quality Improvement Plan. Finally, non-traditional sites will be individually incentivized with Q-bucks. Our Consortium will continue to incentivize Tier levels 3-5 for maintaining quality, which can be used at their discretion. Specific incentive amounts will depend on the amount of funding that is available per year.

**Section I: Monitoring and Evaluation**

Describe which member agency(ies) and staff are responsible for and how the consortium will accomplish each of the following activities:

1. **How the consortium will collect, summarize, and use data to continuously improve the consortium’s approach to governance, quality improvement, outreach and communications, and incentives.**

   As described in section D4, the Research Division of CCRC will manage the data system used for Quality Start San Bernardino (QSSB). Evaluation staff in the Research Division at CCRC will also be the lead in supporting partners in the use of the data system to collect and enter program data, summarize and disseminate data for continuous quality improvement, as well as track program successes and challenges as described in Section E2.

   The Consortium will continue to use VerticalChange (VC) to collect data for QSSB. Data will be collected from program partners as applicable to the program model, e.g. CSUSB collects and enters assessment data, SBCSS, collects and enters information used for the rating, and CCRC collects and enters information collected through the process of professional development activities. Research Division staff will conduct quality assurance and will regularly connect with the partners to ensure data collected is as accurate as possible by providing reports of the data and engaging partners in activities to support best practices when collecting and entering data into the data system.

   Program and outcomes data will be summarized and disseminated to the pertinent program partners through monthly and quarterly reports as well as a year-end report and regularly during the standing governance meetings. The program will also engage directly with QSSB participants to learn about their experience in the program. The Research Division will collaborate with additional partners (e.g. Harder + Co., Workforce Registry, etc.) as needed to ensure program goals are met. Finally, staff from the Research Division will ensure the timely submission of the Common Data file to QCC.

   In addition, CSUSB will continue to collect, summarize, and present results related to the early childhood workforce in San Bernardino county on topics such as access and equity of higher education to help inform the Consortium. Together, this data will be used to make data-informed, strategic decisions to drive future quality improvement activities, advocacy, governance, and outreach and communication strategies and use of incentives. Both the Operations and Steering Committees receive these findings and engage in facilitated discussions about ways to improve the system for all participants, including identifying gaps, efficiencies, and opportunities for improvement. This regular collection of data is also used in strategic plan progress discussions to assess progress on the Consortiums goals and objectives.
Section J: Supplemental Question only for Consortia Receiving Strengthening Community Partnerships

For each of the items below expand on the plan described in the LOI, describing which member agency(ies) and staff are responsible for and how the consortium will accomplish each of the following activities:

J1. Community partnerships with libraries to broaden family engagement and create innovative training for family, friend, and neighbor (FFN) and/or family child care (FCC) providers; and/or

Quality Start San Bernardino (QSSB) was developed as a strong cross-sector partnership that includes operational leadership from First 5 San Bernardino, San Bernardino County Superintendent of Schools, Child Care Resource Center (the local R&R), California State University San Bernardino and San Bernardino County Preschool Services Department (that operates Head Start and Early Head Start).

QSSB will utilize the Strengthening Community Partnership Supplemental PDG-R funds to support enhanced family engagement in San Bernardino County’s hard-to-reach communities by building off of, and expanding, our reach through existing partnerships and initiatives including working with school district leadership in high impact communities, FFNs and FCCs that are part of the Alternative Payment Program, and utilizing community hubs that have been established in these communities through partnerships with CCRC, Head Start, preschool programs, and other established community-based programs that are trusted resources for families. Through these hubs, QSSB will strengthen the connection to San Bernardino’s County’s libraries as partners in family engagement to support quality early learning experiences for the children who are most at-risk of not being prepared for kindergarten.

The California Resource and Referral programs have long been a primary support for FFN and FCC providers. In addition to helping FFN providers become small business licensed family child care providers, R&R programs have been ensuring improved health and safety standards in FFN and FCC homes for many years. In San Bernardino County, our local R&R is the Child Care Resource Center (CCRC). CCRC has many programs designed specifically to enhance and improve the quality of care and education provided by FFN and FCC providers in our County. CCRC will take the lead, in partnership with the other QSSB partners to implement the following strategies:

- Leverage county, city, school and community library partnerships.
- Leverage LEA library partnerships through the ongoing development of the Media-Library Educator’s Network (MLEN).
- Utilize existing programs available through San Bernardino County’s Resource and Referral Agency, Child Care Resource Center (CCRC), targeted at serving FFN and FCC providers. Leveraging these programs with our library partners and connecting with other community programs will create robust training opportunities for FFN and FCC providers. These opportunities include, but are not limited to connections to the following...
programs and initiatives: Footsteps2Brilliance, Child Care Initiative Project, Kaleidoscope Play and Learn (Kaleidoscope), Parent Cafés, Strengthening Families Framework, Trauma Informed Training and Consulting.

- Engage county, city, school and community libraries in professional development opportunities to support family engagement and school readiness outcomes at the annual Library Staff Development Day.
- Develop collective opportunities to enhance family engagement and school readiness with county, city, school and community library partnerships, to possibly include but not be limited to, summer reading program events, First 5 Talk, Read, Sing events, SBCSS Reading Rally event, Footsteps2Brilliance, and Vision2Read / PTA partnership school literacy assemblies.

Once partnerships with libraries have been initiated, CCRC will determine the appropriate staff to coordinate and build relationships with those partners.

J2. Partnerships with LEAs to support preschool transitions to transitional kindergarten and/or kindergarten

N/A
AGENDA ITEM 11  
JULY 1, 2020

Subject: Quality Start San Bernardino contracts

Recommendations: Approve the following Quality Rating Improvement System contracts for implementation of Quality Start San Bernardino for Fiscal Years 2020-2023:

a. San Bernardino County Superintendent of Schools, Contract EC038 for $766,854 for administrative services and ratings; and

b. Child Care Resource Center, Contract EC039 for $4,995,912 for outreach & enrollment, coordination of quality improvement services, program evaluation and professional development; and

c. University Enterprise Corporation/California State University, San Bernardino, Contract EC040 for $1,384,155 to enhance higher education opportunities in early care and education and conduct site assessments.

(Presenter: Tania Offerral, Staff Analyst II, 252-4262)


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.

In July of 2015, First 5 San Bernardino (F5SB) was awarded the First 5 California (F5CA) Impact and Maximize Programs so All Children Thrive (IMPACT) contract in the amount of $5,428,804 for fiscal years 2015-2020 to support efforts through planning, developing and implementing a QRIS via the Quality Counts San Bernardino (QSSB) Consortium.

On June 7, 2017, the Commission approved one-year term contracts with the above-mentioned organizations to implement Quality Start San Bernardino (QSSB).

In order to continue to support QSSB services for Fiscal Years 2018-2019 and 2019-2020, the Commission approved contracts with the same QSSB Operational contractors.

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 271 participating sites in the QSSB system.
• San Bernardino County Superintendent of Schools (SBCSS) = SBCSS staff coordinate operations of QSSB system and continue to complete ratings for participating sites.
• Child Care Resource Center (CCRC) = Coaches continue to outreach to new providers for Fiscal Years 2020-2023, provide technical assistance sessions and 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.
• All partners engage in continuous outreach to providers, community members, and parents of San Bernardino to promote quality within early childhood education.

In January of 2020, F5CA and the California Department of Education (CDE) announced the release of the Quality Counts California (QCC) Local Consortia and Partnerships Grants Request for Applications (RFA). This grant reflects an evolution of the QCC system. The RFA represents a unified application process and funding for IMPACT 2020, the CDE QCC California State Preschool Program (CSPP) QRIS, the CDE QCC Block Grant and the federal Preschool Development Grant Birth through Five Renewal (PDG-R).

This unified RFA supports lead agencies, as part of a local or multi-county consortium, to administer quality improvement supports to Early Learning and Care (ELC) programs under the QCC framework. Applicants are required to develop a single, unified plan to implement QCC and support a broad spectrum of providers in a mixed delivery system.

F5SB submitted a Letter of Intent (LOI) on March 2, 2020 that identifies F5SB as the lead agency on behalf of the QSSB Consortium. The LOI also states there are two fiscal agents depending on the funding streams. F5SB will be the fiscal agent for F5CA IMPACT 2020, CDE QCC Block Grant and PDG-R funds. San Bernardino County Superintendent of Schools (SBCSS) will act as the fiscal agent for CSPP QRIS Block Grant funds.

Over the course of the three years of this funding, the goals and objectives of this grant are:

• Supporting children who have experienced trauma, by supporting links to screening for ACEs and prioritizing support for ELC programs in communities experiencing disaster
• Strengthening family engagement by integrating and utilizing PDG Parent Cafes as part of the QCC model and a family engagement strategy.
• Strengthening quality improvement for all providers in the ELC system, including, expanding access to social emotional training, and building stronger connections with the Department of Social Services CalWORKs Home Visiting Program, through strategies such as supporting HV staff with cross-training in their professional development opportunities and provide additional targeted support to HV, FCC, and FFN providers.
In order to meet these expectations, FiF5SB staff recommends allocating funds awarded through this grant to the QSSB Operational Partners.

Pending Commission approval of the recommended contracts, QRIS services will continue to be provided by the following organizations for Fiscal Years 2020-2023:

- **San Bernardino County Superintendent of Schools (SBCSS)** will provide administrative support and rating of early care and education sites according to the California QRIS implementation guide.

- **Child Care Resource Center (CCRC)** will conduct outreach/enrollment for Family childcare providers, Family Friends and Neighbor providers including alternative settings and will lead the quality improvement and professional development efforts. CCRC will also support data entry management, program evaluation as well as oversee the QRIS marketing and communications efforts.

- **University Enterprise Corporation/California State University, San Bernardino (CSUSB)** will 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 **Quality Early Learning Strategic Priority Area** in the Commission’s Strategic Plan through the following Investment Areas:

- **Direct Services** for children prenatal to age 5 & their families
- **Systems Level Efforts** Collaboration, Community Capacity Building and Workforce
- **Supportive Strategies** Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

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Report on Action as taken

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In Favor:

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Comments:

Witnessed:

Sophie Akins, Commission Counsel
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
Education Support 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:
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.

**Adverse Childhood Experiences (ACEs)**: Describes all types of abuse, neglect, and other potentially traumatic experiences that occur to people under the age of 18. (CDC).

**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.

**California Evidence-Based Clearinghouse (CEBC) for Child Welfare**: Advances the effective implementation of evidence-based practices for children and families involved with the child welfare system.

**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.

**Case Management**: Collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual’s and family’s comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost effective outcomes.

**Collaborative**: Agencies demonstrates ability working jointly with others, building coalition together.
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.

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 childcare 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.

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 Community Support Partnership (FCSP) Model: A prevention model with the objective to reduce risk of child abuse/neglect that can be replicated in San Bernardino County. The model component includes parent education curriculum (Nurturing Parenting Program) and structured case management (Family Development Matrix: Matrix Outcome Model).

Family Community Support Partnership – Expansion (FCSP-E): An intentional system designed to bridge, support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach.

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 FDM. 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 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, families are linked with needed programs and services.

**Help Me Grow Evaluation Advisory Board (HMG-EAB):** 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:** Enables HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

**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.

**Inland Empire Community Collaborative (IECC):** Consultants for Family Community Support Partnership (FCSP) Cooperative Expansion Project.

**Maternal Health Network:** A collective of service providers that support the maternal health system throughout San Bernardino County and engage in a collaborative process to identifying gaps to address in maternal health services.

**Matrix Outcomes Model (MOM):** A model that provides a set of complimentary assessment, case management and evaluation tools.

**Mental Health Promotion:** Related to improving the quality of life and potential for health rather than amelioration of symptoms and deficits.

**Notable Outcomes:** Worthy of note to promote a shared countywide data bank of evidenced based child abuse risk prevention and early intervention best practices
Nurturing Parenting Program (NPP) for Parents and their Infants, Toddlers and Preschoolers: A family-centered program designed for the prevention and treatment of child abuse and neglect. Both parents and their children birth to five years participate in home-based, group-based, or combination group-based and home-based program model. Lessons are competency-based ensuring parental learning and mastery of skills.

Optimal Development: A child is most likely to reach his/her full potential if he/she experiences consistent, predictable, enriched, and stimulating interactions in a context of attentive and nurturing relationships.

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.

Parent-Child Enrichment Activities: Activities for parents and children to do together depending on child’s stages of development and individual interest.

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.

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.

Post-Assessment (AAPI-2.1 Form A): Taken after completion of NPP sessions to measure effectiveness of NPP based on the risk identified in Pre-Assessment AAPI.

Pre-Assessment (AAPI-2.1 Form B): Take before NPP sessions begins to identify risk areas/constructs as a process to select NPP curriculum topics to target.

Prevention: Services that mitigate effects of risk and stress and address potential early relationship challenges or vulnerabilities that impact early development.

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 Improvement:** A systematic, formal approach to the analysis of practice and performance efforts to improve performance.

**Quality Start San Bernardino (QSSB):** Local Quality Rating and Improvement System (QRIS). QSSB is a collaborative efforts charged with strengthening the quality of the early childhood education system county wide.

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

**Relationship Based Practice/Relational Informed Practice:** When you engage with a family, you help strengthen the partnership with them. There are six Relationships-Based Practices that can help promote family engagement. 1. Observe and describe the child's behavior to open community with the family; 2. Reflect on the family's perspective; 3. Support competence; 4. Focus on the family-child relationship; 5. Value a family's passion; 6. Reflect on your own perspective.

**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.

**Resource Center:** A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

**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.

**Scalable Service:** Agencies is capable of expanded or upgraded on demand to meet increase service needs.

**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.

**Sten Scores:** The data are plotted on the profile using sten scores as the unit of measurement. Sten scores are "standard ten scores" that are built for a normal distribution. Responses to the AAPI-2.1 for each of the subscales are categorized as Low Risk, Moderate Risk or High Risk for Child Maltreatment.

**Strengthening Families Framework:** The Strengthening Families framework is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five key Protective Factors. 1.) Parental resilience; 2.) Social connections; 3.) Knowledge of parenting and child development; 4.) Concrete support in times of need; 5.) Social and emotional competence of children.

**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.

**Trauma Informed Practice:** Strengths based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasis physical, psychological and emotional safety for
both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time.

**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. 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.

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.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
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. Contractor’s governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission’s Policy 18-01 Non-public Personally Identifiable Information specified at [http://first5sanbernardino.org/CommissionPolicies.aspx](http://first5sanbernardino.org/CommissionPolicies.aspx) prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at [http://first5sanbernardino.org/CommissionPolicies.aspx](http://first5sanbernardino.org/CommissionPolicies.aspx) are hereby incorporated by this reference.

- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information
Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- 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:

- **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.

- **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.

f. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
g. **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

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 shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration 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 to safety and health ordinances and statutes, 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 and Costs**

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. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

Z. Attribution


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](http://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. 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 neither it, its principals, nor 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.

EE. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy (San Bernardino County Policy 11-08), 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 $ 766,854 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>2020-21</td>
<td>255,324</td>
<td>July 1, 2020 through June 30, 2021</td>
</tr>
<tr>
<td>2021-22</td>
<td>255,732</td>
<td>July 1, 2021 through June 30, 2022</td>
</tr>
<tr>
<td>2022-23</td>
<td>255,798</td>
<td>July 1, 2022 through June 30, 2023</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 from finds another revenue source 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 Budget Revision Requests to the Commission no later than February 28th of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after February 28th will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

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 monitor 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, 2020, and expires June 30, 2023, 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 two (2) additional one (1)-year periods by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2023 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. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.

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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

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 in providing services, 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, 12136, 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. 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 location.
XIII. CONCLUSION

A. This Contract, consisting of 25 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.

C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Authorized Signature

CaSonya Thomas
Printed Name

Commission Chair
Title

Dated

Official Stamp

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS

Legal Entity

Authorized Signature

Rich De Nava
Printed Name

Assistant Superintendent Business Services
Title

Dated

Reviewed for Processing

Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

Sophie Akins
Commission Counsel

Date

Presented to Commission for Signature

Karen E. Scott
Executive Director

Date
**Strategic Priority Area:** Quality Early Learning  

**Investment Areas:** Systems Level Efforts: Collaboration, Community Capacity Building and Workforce

---

**Expectation:**  
SBCSS will be responsible for the rating process for all QSSB sites

**Activity:**  
Site documentation will be reviewed to determine rating (based on QSSB procedure manual)

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct Rating visit for all site types</td>
<td>Site Visit</td>
<td>Ongoing</td>
<td>Site visit report</td>
</tr>
<tr>
<td>Provide QSSB participating site with a final rating</td>
<td>Follow process per process map (page 7)</td>
<td>Quarterly</td>
<td>Persimmony report &amp; Final Rating letter in Vertical Change</td>
</tr>
</tbody>
</table>

**Program Description:**  
San Bernardino County Superintendent of Schools (SBCSS) will initiate all aspects of the rating 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.
**Strategic Priority Area:** Quality Early Learning  

**Investment Areas:** Systems Level Efforts: Collaboration, Community Capacity Building and Workforce

<table>
<thead>
<tr>
<th>Expectation</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive coordination of all components of Quality Start San Bernardino (QSSB) across all operational partners and participants</td>
<td>Monitor and record annual QSSB targets; Monitor Document sharing systems; Maintain clear &amp; consistent lines of communication</td>
<td>Ongoing</td>
<td>Vertical Change; SamePage; QSSB partner updates</td>
</tr>
<tr>
<td></td>
<td>Coordinate efficiency across QSSB operation; serve as liaison between all partners; Track &amp; address QSSB progress and obstacles</td>
<td>Quarterly Meetings</td>
<td>Meeting Agenda and meeting minutes</td>
</tr>
<tr>
<td></td>
<td>Communicate implementation updates and operation requirements</td>
<td>Ongoing; as needed</td>
<td>Meeting Agenda and meeting minutes; Ongoing Email threads and conference calls</td>
</tr>
</tbody>
</table>

**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 governing laws, regulations and grant requirements. Coordinator will also work collaboratively with the Local Planning Council and Workforce Registry efforts to coordinate QSSB activities and implementation.

**Agency Name:** San Bernardino County Superintendent of Schools  

**Program Name:** Quality Start San Bernardino  

**Program Component:** Operations Coordination  

**Contract #:** EC038  

**Fiscal Years:** 2020 – 2023  

**Service Area:** Countywide

---

**Agencey Rep Name:** __________________________  

**Agency Rep Signature:** __________________________  

**Date Signed:** __________________________  

**Reporting Period:** Quarterly  

**Data Type:** Narrative  

**Due:** By the 15th following quarter end
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET
## FISCAL YEAR: 2020-2021

<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>TOTAL BUDGET</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. SALARIES &amp; BENEFITS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: Elaina Holley</td>
<td>Position: Early Language and Development Specialist</td>
<td>0.30</td>
<td>34.28</td>
<td>624</td>
<td>50%</td>
<td>21,391</td>
<td>10,695</td>
<td>32,086</td>
<td>106,954</td>
</tr>
<tr>
<td>Name: Brody, Tracy</td>
<td>Position: Early Language and Development Specialist</td>
<td>0.35</td>
<td>36.73</td>
<td>728</td>
<td>50%</td>
<td>26,739</td>
<td>13,370</td>
<td>40,109</td>
<td>114,598</td>
</tr>
<tr>
<td>Name: Serna, Lisette</td>
<td>Position: Office Specialist II</td>
<td>0.40</td>
<td>27.70</td>
<td>832</td>
<td>57%</td>
<td>23,046</td>
<td>13,136</td>
<td>36,183</td>
<td>90,457</td>
</tr>
<tr>
<td>Name: Roman, Yolanda</td>
<td>Position: Office Specialist II</td>
<td>0.40</td>
<td>27.70</td>
<td>832</td>
<td>57%</td>
<td>23,046</td>
<td>13,136</td>
<td>36,183</td>
<td>90,457</td>
</tr>
<tr>
<td>Name: Valente, Veronica</td>
<td>Position: ELD Specialist</td>
<td>0.35</td>
<td>34.98</td>
<td>728</td>
<td>51%</td>
<td>25,465</td>
<td>12,987</td>
<td>38,453</td>
<td>109,865</td>
</tr>
</tbody>
</table>
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: 2020-2021

<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>6</td>
<td>SALARIES &amp; BENEFITS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Provides leadership to QSSB Operations Team, serves as liaison between QSSB Operations Team and QSSB Steering Committee. Will coordinate QI and incentive distribution for QSSB participants.</td>
</tr>
<tr>
<td></td>
<td>Garcia, Ana Quality Start Project Analyst</td>
<td>0.35</td>
<td>45.03</td>
<td>728</td>
<td>46%</td>
<td>32,782</td>
<td>15,080</td>
<td>47,861</td>
<td>136,747</td>
<td>35%</td>
<td>$152,470</td>
</tr>
<tr>
<td></td>
<td>Total Salaries &amp; Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ORGANIZATION:** San Bernardino County Superintendent of Schools  
**DIRECTOR:** Kim Cavanaugh  
**PROGRAM DIRECTOR:** Chrystina Smith-Rasshan  
**FINANCE OFFICER:**  
**PROGRAM TITLE:** QSSB  
**PROGRAM YEAR:** 2020-2021  
**TOTAL BUDGET:** 255,324  
**RFP/CONTRACT #:** ECO38

**253**
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**Fiscal Year:** 2020-2021

## Organization
- **Director:** Kim Cavanaugh
- **Program Director:** Chrystina Smith-Rasshan
- **Finance Officer:** 0

## Initiative
- 0

### Program Title
**First 5 San Bernardino**

## Program Budget
- **Total Budget:** $255,324

### RFP/Contract #
- EC038

### Summary of Budget

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Percentage</th>
<th>Total Budget ($)</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SERVICES &amp; SUPPLIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Cell Phone Expense</td>
<td>0%</td>
<td>$792</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>2%</td>
<td>$4,744</td>
<td>Data processing fee charged by district.</td>
</tr>
<tr>
<td><strong>Total Services &amp; Supplies</strong></td>
<td></td>
<td>$5,536</td>
<td></td>
</tr>
<tr>
<td><strong>FOOD</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Total Food</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TRAVEL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Total Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUBCONTRACTORS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Total Subcontractors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>INDIRECT COSTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Percent</td>
<td>8%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Basis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Total Indirect Costs</td>
<td></td>
<td>$18,913</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FIRST 5 BUDGET</strong></td>
<td></td>
<td>$255,324</td>
<td></td>
</tr>
</tbody>
</table>
# First 5 San Bernardino Program Budget

**Fiscal Year:** 2021-2022  
**Organization:** San Bernardino County Superintendent of Schools  
**Program Title:** QSSB  
**Program Director:** Chrystina Smith-Rasshan  
**Finance Officer:** Kim Cavanaugh  
**Program Year:** 2021-2022  
**Total Budget:** $255,732  
**RFP/Contract #:** EC038

## Line 1: Salaries & Benefits

<table>
<thead>
<tr>
<th>Name: Elaina Holley</th>
<th>Position: Early Language and Development Specialist</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></td>
<td></td>
<td>0.30</td>
<td>35.36</td>
<td>624</td>
<td>54%</td>
<td>22,065</td>
<td>11,915</td>
<td>33,980</td>
<td>113,265</td>
<td>30%</td>
<td>She serves as the LPC coordinator which supports the communication and outreach efforts of QSSB. She will coordinate the integration of the Workforce Registry into QSSB.</td>
</tr>
</tbody>
</table>

## Line 2: Salaries & Benefits

<table>
<thead>
<tr>
<th>Name: Brody, Tracy</th>
<th>Position: Early Language and Development Specialist</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></td>
<td></td>
<td>0.35</td>
<td>37.92</td>
<td>728</td>
<td>53%</td>
<td>27,606</td>
<td>14,631</td>
<td>42,237</td>
<td>120,677</td>
<td>35%</td>
<td>Coordinates with QSSB partners to ensure outreach, enrollment, assessments and rating of QSSB sites. Also, she will coordinate with SBCSS staff to distribute incentives.</td>
</tr>
</tbody>
</table>

## Line 3: Salaries & Benefits

<table>
<thead>
<tr>
<th>Name: Serna, Lisette</th>
<th>Position: Office Specialist II</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></td>
<td></td>
<td>0.35</td>
<td>28.55</td>
<td>728</td>
<td>61%</td>
<td>20,784</td>
<td>12,678</td>
<td>33,463</td>
<td>95,608</td>
<td>35%</td>
<td>Provides support to SBCSS QSSB team related to overall system coordination and ratings.</td>
</tr>
</tbody>
</table>

## Line 4: Salaries & Benefits

<table>
<thead>
<tr>
<th>Name: Roman, Yolanda</th>
<th>Position: Office Specialist II</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></td>
<td></td>
<td>0.35</td>
<td>28.55</td>
<td>728</td>
<td>61%</td>
<td>20,784</td>
<td>12,678</td>
<td>33,463</td>
<td>95,608</td>
<td>35%</td>
<td>Provides support to SBCSS QSSB team related to overall system coordination and ratings.</td>
</tr>
</tbody>
</table>

## Line 5: Salaries & Benefits

<table>
<thead>
<tr>
<th>Name: Valente, Veronica</th>
<th>Position: ELD Specialist</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></td>
<td></td>
<td>0.35</td>
<td>36.09</td>
<td>728</td>
<td>54%</td>
<td>26,274</td>
<td>14,188</td>
<td>40,461</td>
<td>115,603</td>
<td>35%</td>
<td>Coordinates with QSSB partners to ensure outreach, enrollment, assessments and rating of QSSB sites. Also, she will coordinate with SBCSS staff to distribute incentives.</td>
</tr>
</tbody>
</table>
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: 2021-2022

<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>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIES &amp; BENEFITS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Garcia, Ana</td>
<td>0.30</td>
<td>46.54</td>
<td>624</td>
<td>49%</td>
<td>29,041</td>
<td>14,230</td>
<td>43,271</td>
<td>144,237</td>
<td>30%</td>
<td>Provides leadership to QSSB Operations Team, serves as liaison between QSSB Operations Team and QSSB Steering Committee. Will coordinate QI and incentive distribution for QSSB participants.</td>
</tr>
<tr>
<td>Total Salaries &amp; Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Kim Cavanaugh**
San Bernardino County Superintendent of Schools
**Chrystina Smith-Rasshan**
QSSB

**2021-2022**
**255,732**
**EC038**
**FIRST 5 SAN BERNARDINO PROGRAM BUDGET**  
**FISCAL YEAR:** 2021-2022

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>San Bernardino County Superintendent</th>
<th>DIRECTOR:</th>
<th>Kim Cavanaugh</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QSSB</td>
<td>PROGRAM DIRECTOR:</td>
<td>Chrystina Smith-Rasshan</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>0</td>
<td>FINANCE OFFICER:</td>
<td>0</td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>2021-2022</td>
<td>TOTAL BUDGET:</td>
<td>255,732</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>EC038</td>
<td></td>
<td></td>
</tr>
</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>$768</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>2%</td>
<td>$4,856</td>
<td>Data processing fee charged by district.</td>
</tr>
</tbody>
</table>

Total Services & Supplies: $5,624

### III. FOOD

<table>
<thead>
<tr>
<th>Event(s):</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Food</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

### IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Travel</td>
<td>-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
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<tbody>
<tr>
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### VI. INDIRECT COSTS

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<tbody>
<tr>
<td>10%</td>
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**TOTAL FIRST 5 BUDGET**: $255,732
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: 2022-2023

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>San Bernardino County Superintendent of Schools</th>
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</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QSSB</td>
</tr>
<tr>
<td>DIRECTOR:</td>
<td>Kim Cavanaugh</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Chrystina Smith-Rasshan</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
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<td>PROGRAM YEAR:</td>
<td>2022-2023</td>
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<tr>
<td>TOTAL BUDGET:</td>
<td>$255,798</td>
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<td>RFP/CONTRACT #:</td>
<td>EC038</td>
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## SALARIES & BENEFITS

<table>
<thead>
<tr>
<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>Elaina Holley</td>
<td>Early Language and Development Specialist</td>
<td>0.30</td>
<td>36.39</td>
<td>624</td>
<td>58%</td>
<td>22,707</td>
<td>13,170</td>
<td>35,878</td>
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<td>2</td>
<td>Brody, Tracy</td>
<td>Early Language and Development Specialist</td>
<td>0.30</td>
<td>39.03</td>
<td>624</td>
<td>57%</td>
<td>24,355</td>
<td>13,882</td>
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<tr>
<td>3</td>
<td>Serna, Lisette</td>
<td>Office Specialist II</td>
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<td>29.40</td>
<td>728</td>
<td>65%</td>
<td>21,403</td>
<td>13,912</td>
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<tr>
<td>4</td>
<td>Roman, Yolanda</td>
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<td>29.40</td>
<td>728</td>
<td>65%</td>
<td>21,403</td>
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<tr>
<td>5</td>
<td>Valente, Veronica</td>
<td>ELD Specialist</td>
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<td>624</td>
<td>58%</td>
<td>23,175</td>
<td>13,442</td>
<td>36,617</td>
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</table>
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET
## FISCAL YEAR: 2022-2023

**ORGANIZATION:** San Bernardino County Superintendent of Schools  
**PROGRAM TITLE:** QSSB  
**PROGRAM DIRECTOR:** Chrystina Smith-Rasshan  
**PROGRAM YEAR:** 2022-2023  
**TOTAL BUDGET:** $255,798  
**RFP/CONTRACT #:** EC038

### I. SALARIES & BENEFITS

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<thead>
<tr>
<th>LINE</th>
<th>BUDGET CATEGORY</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>
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<tbody>
<tr>
<td>6</td>
<td>Garcia, Ana</td>
<td>47.90</td>
<td>624</td>
<td>52%</td>
<td>29,890</td>
<td>15,543</td>
<td>45,432</td>
<td>151,441</td>
<td>30%</td>
<td>Provides leadership to QSSB Operations Team, serves as liaison between QSSB Operations Team and QSSB Steering Committee. Will coordinate QI and incentive distribution for QSSB participants.</td>
</tr>
<tr>
<td></td>
<td>Total Salaries &amp; Benefits</td>
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<td></td>
<td></td>
<td>142,933</td>
<td>83,861</td>
<td>226,794</td>
<td>722,348</td>
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<td>Expense</td>
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<tr>
<td>Cell Phone Expense</td>
<td>0%</td>
<td>$720</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>
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<td>Data Processing - Computer Usage Fees</td>
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<td>Data processing fee charged by district.</td>
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<td>Total Travel</td>
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<tr>
<td>Percent:</td>
<td>10%</td>
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<td>Basis:</td>
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**TOTAL FIRST 5 BUDGET**

$255,798
**First 5 San Bernardino**  
Strategic Priority Area: Quality Early Learning

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# Program Outline Document 2020-2023

## AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Contract #</th>
<th>EC038</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal Entity:</strong></td>
<td>San Bernardino County Superintendent of Schools</td>
</tr>
<tr>
<td><strong>Dept./Division:</strong></td>
<td>Education Support Services</td>
</tr>
<tr>
<td><strong>Project Name:</strong></td>
<td>Quality Rating Improvement System-QRIS (Quality Start San Bernardino)</td>
</tr>
</tbody>
</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 |
| **Client Referral Phone #:** | 909-386-2701 |

---

## CONTACT INFORMATION

### SIGNING AUTHORITY

<table>
<thead>
<tr>
<th>Name</th>
<th>Dr. Beth Higbee/Rich De Nava</th>
</tr>
</thead>
</table>
| **Address:** | 601 North E Street  
San Bernardino, CA 92415 |
| **E-Mail:** | Beth.higbee@sbcss.net |
| **Title:** | Assistant Superintendent/Business Services |
| **Direct Phone #:** | 909-386-2704/909-386-2459 |
| **Fax #:** | 909-332-2600 |

### CONTRACT REPRESENTATIVE

<table>
<thead>
<tr>
<th>Name</th>
<th>Dr. Beth Higbee</th>
</tr>
</thead>
</table>
| **Address:** | 601 North E Street  
San Bernardino, CA 92415 |
| **E-Mail:** | Beth.higbee@sbcss.net |
| **Title:** | Assistant Superintendent |
| **Direct Phone #:** | 909-386-2600 |
| **Fax #:** | |

### PROGRAM CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Vacant</th>
</tr>
</thead>
</table>
| **Address:** | 601 North E. Street  
San Bernardino, CA 92415 |
| **E-Mail:** | |
| **Title:** | Interim CIAE Director |
| **Direct Phone #:** | 909-386-2639 |
| **Fax #:** | |
First 5 San Bernardino
Strategic Priority Area: Quality Early Learning

**FISCAL CONTACT**

<table>
<thead>
<tr>
<th>Name</th>
<th>Scarlett Haringa</th>
<th>Title:</th>
<th>Accountant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>760 E. Brier Drive</td>
<td>Direct Phone #:</td>
<td>(909) 386-9543</td>
</tr>
<tr>
<td></td>
<td>San Bernardino CA 92408</td>
<td>Fax #:</td>
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</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:Scarlett.Haringa@sbcss.net">Scarlett.Haringa@sbcss.net</a></td>
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</tbody>
</table>

**PROGRAM INFORMATION**

- **TYPE OF AGENCY**
  - [X] 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.

**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.

**STRATEGIC PRIORITY AREA:**

**QUALITY EARLY LEARNING:**
Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life.

Investment Area:

- **Systems Level Efforts:**
  - Collaboration, Community Capacity Building and Workforce

- **Supportive Strategies:**
  - Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts
**ASSIGNED ANALYST:**  Tania Offerral

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>2020-2021</td>
<td>$255,324</td>
</tr>
<tr>
<td>2021-2022</td>
<td>$255,732</td>
</tr>
<tr>
<td>2022-2023</td>
<td>$255,798</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$766,854</strong></td>
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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

Legal Name (hereinafter called the Contractor)

Child Care Resource Center Inc.

Department/Division

Communication; 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:
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>II. CONTRACTOR’S SERVICE RESPONSIBILITIES</td>
<td>8</td>
</tr>
<tr>
<td>III. CONTRACTOR’S GENERAL RESPONSIBILITIES</td>
<td>8</td>
</tr>
<tr>
<td>IV. COMMISSION RESPONSIBILITIES</td>
<td>17</td>
</tr>
<tr>
<td>V. FISCAL PROVISIONS</td>
<td>18</td>
</tr>
<tr>
<td>VI. RIGHT TO MONITOR AND AUDIT</td>
<td>20</td>
</tr>
<tr>
<td>VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION</td>
<td>21</td>
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<tr>
<td>VIII. TERM</td>
<td>22</td>
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<tr>
<td>IX. GENERAL PROVISIONS</td>
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<td>X. NONDISCRIMINATION</td>
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<tr>
<td>XI. IMPROPER CONSIDERATION</td>
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<tr>
<td>XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS</td>
<td>24</td>
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<tr>
<td>XIII. CONCLUSION</td>
<td>25</td>
</tr>
</tbody>
</table>

PROGRAM WORK PLAN .................................................Attachment A
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.

**Adverse Childhood Experiences (ACEs):** Describes all types of abuse, neglect, and other potentially traumatic experiences that occur to people under the age of 18. (CDC).

**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.

**California Evidence-Based Clearinghouse (CEBC) for Child Welfare:** Advances the effective implementation of evidence-based practices for children and families involved with the child welfare system.

**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.

**Case Management:** Collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual’s and family’s comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost effective outcomes.

**Collaborative:** Agencies demonstrates ability working jointly with others, building coalition together.
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.

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

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in childcare 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.

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 Community Support Partnership (FCSP) Model: A prevention model with the objective to reduce risk of child abuse/neglect that can be replicated in San Bernardino County. The model component includes parent education curriculum (Nurturing Parenting Program) and structured case management (Family Development Matrix: Matrix Outcome Model).

Family Community Support Partnership – Expansion (FCSP-E): An intentional system designed to bridge, support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach.

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 FDM. 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 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, families are linked with needed programs and services.

**Help Me Grow Evaluation Advisory Board (HMG-EAB):** 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:** Enables HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

**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.

**Inland Empire Community Collaborative (IECC):** Consultants for Family Community Support Partnership (FCSP) Cooperative Expansion Project.

**Maternal Health Network:** A collective of service providers that support the maternal health system throughout San Bernardino County and engage in a collaborative process to identifying gaps to address in maternal health services.

**Matrix Outcomes Model (MOM):** A model that provides a set of complimentary assessment, case management and evaluation tools.

**Mental Health Promotion:** Related to improving the quality of life and potential for health rather than amelioration of symptoms and deficits.

**Notable Outcomes:** Worthy of note to promote a shared countywide data bank of evidenced based child abuse risk prevention and early intervention best practices
Nurturing Parenting Program (NPP) for Parents and their Infants, Toddlers and Preschoolers: A family-centered program designed for the prevention and treatment of child abuse and neglect. Both parents and their children birth to five years participate in home-based, group-based, or combination group-based and home-based program model. Lessons are competency-based ensuring parental learning and mastery of skills.

Optimal Development: A child is most likely to reach his/her full potential if he/she experiences consistent, predictable, enriched, and stimulating interactions in a context of attentive and nurturing relationships.

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.

Parent-Child Enrichment Activities: Activities for parents and children to do together depending on child’s stages of development and individual interest.

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.

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.

Post-Assessment (AAPI-2.1 Form A): Taken after completion of NPP sessions to measure effectiveness of NPP based on the risk identified in Pre-Assessment AAPI.

Pre-Assessment (AAPI-2.1 Form B): Take before NPP sessions begins to identify risk areas/constructs as a process to select NPP curriculum topics to target.

Prevention: Services that mitigate effects of risk and stress and address potential early relationship challenges or vulnerabilities that impact early development.

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 Improvement: A systematic, formal approach to the analysis of practice and performance efforts to improve performance.

Quality Start San Bernardino (QSSB): Local Quality Rating and Improvement System (QRIS). QSSB is a collaborative efforts charged with strengthening the quality of the early childhood education system county wide.

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

Relationship Based Practice/Relational Informed Practice: When you engage with a family, you help strengthen the partnership with them. There are six Relationships-Based Practices that can help promote family engagement. 1. Observe and describe the child’s behavior to open community with the family; 2. Reflect on the family’s perspective; 3. Support competence; 4. Focus on the family-child relationship; 5. Value a family's passion; 6. Reflect on your own perspective.

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.

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

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.

Scalable Service: Agencies is capable of expanded or upgraded on demand to meet increase service needs.

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.

Sten Scores: The data are plotted on the profile using sten scores as the unit of measurement. Sten scores are "standard ten scores" that are built for a normal distribution. Responses to the AAPI-2.1 for each of the subscales are categorized as Low Risk, Moderate Risk or High Risk for Child Maltreatment.

Strengthening Families Framework: The Strengthening Families framework is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five key Protective Factors. 1.) Parental resilience; 2.) Social connections; 3.) Knowledge of parenting and child development; 4.) Concrete support in times of need; 5.) Social and emotional competence of children.

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.
**Trauma Informed Practice:** Strengths based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasis physical, psychological and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time.

**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. 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.

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.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
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. Contractor’s governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission’s Policy 18-01 Non-public Personally Identifiable Information specified at http://first5sanbernardino.org/CommissionPolicies.aspx prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://first5sanbernardino.org/CommissionPolicies.aspx are hereby incorporated by this reference.
Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

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:

- **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.

- **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.

f. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

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 shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration 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 to safety and health ordinances and statutes, 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 and Costs

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. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.
Z. Attribution


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](http://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. 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 neither it, its principals, nor 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.

EE. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy (San Bernardino County Policy 11-08), 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 $4,995,912 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>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-21</td>
<td>$1,665,304</td>
<td>July 1, 2020 through June 30, 2021</td>
</tr>
<tr>
<td>2021-22</td>
<td>$1,665,304</td>
<td>July 1, 2021 through June 30, 2022</td>
</tr>
<tr>
<td>2022-23</td>
<td>$1,665,304</td>
<td>July 1, 2022 through June 30, 2023</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 from finds another revenue source 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 Budget Revision Requests to the Commission no later than **February 28th** of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after **February 28th** will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

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 monitor 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, 2020, and expires June 30, 2023, 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 two (2) additional one (1)-year periods by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2023 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. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.

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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in
San Bernardino County, California. The parties agree that the venue of any action or claim brought by
any party to this Contract will be the Superior Court of California, County of San Bernardino, San
Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to
request or demand a change of venue. If any action or claim concerning this Contract is brought by any
third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change
of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

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 in providing services,
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. 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.
XIII. CONCLUSION

A. This Contract, consisting of 25 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.

C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

CaSonya Thomas
Commission Chair

Dated

CHILD CARE RESOURCE CENTER INC.

Michael Olenick
President and CEO

Dated

Official Stamp

Reviewed for Processing

Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

Sophie Akins
Commission Counsel

Date

Presented to Commission for Signature

Karen E. Scott
Executive Director

Date
Strategic Priority Area: Quality Early Learning

Investment Areas: Collaboration, Community Capacity Building and Workforce

**Systems Level Efforts**

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Child Care Resource Center (CCRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Name:</td>
<td>Quality Start San Bernardino</td>
</tr>
<tr>
<td>Program Component:</td>
<td>Communications</td>
</tr>
<tr>
<td>Contract #:</td>
<td>EC040</td>
</tr>
<tr>
<td>Fiscal Year:</td>
<td>2020 – 2023</td>
</tr>
<tr>
<td>Service Area:</td>
<td>Countywide</td>
</tr>
</tbody>
</table>

### Program Description:

Child Care Resource Center communications staff will support internal staff and processes as well as engage and inform early child care 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.

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**Expectations**

Increase understanding of the importance of, as well as participation in, high quality early education programs through the design, development, production and maintenance of branded and consistent communications including a QSSB website, social and digital media, community outreach and family engagement.

**Activities**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Fully functioning and current social media and website</td>
<td>&quot;Samepage&quot; development and maintenance</td>
<td>Ongoing</td>
<td>Access to &quot;Samepage&quot; document sharing platform</td>
</tr>
<tr>
<td>(2) Promotional and marketing materials are updated and available</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>(3) Communications between QSSB participants and partners are maintained</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>

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Program Rep Name: __________________________ Agency Rep Signature: __________________________ Date Signed: __________________________
| Reporting Period: | Quarterly | Data Type: | Narrative | Due: | By the 15th following quarter end |
Program Description:
Child Care Resource Center (CCRC) will be responsible for ensuring that every participating QCC-Impact QSSB site is in a signed and fully executed contract with QSSB. This process is managed by the CCRC Regional Director and the CCRC Community Development Assistant. Technical support is provided to the participating sites to ensure a completed contract.
<table>
<thead>
<tr>
<th>Expectation</th>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 the QCC upload system for the FSICA IMPACT 2020, CDE CSPP QRIS Block, and the CDE QCC Block and federal PDG-R grants</td>
<td>Provide tools, feedback, and recommendations for continuous quality improvement</td>
<td>Summarize, analyze, and report on program data</td>
<td>Quarterly</td>
<td>Quarterly Reports for Steering Committee and Operations Meetings (Oct, Jan, May, Aug)</td>
</tr>
<tr>
<td>Conduct process evaluation</td>
<td>Conduct process evaluation</td>
<td>Conduct Provider Survey and Key Informant Interviews or Focus Groups, Coaching Discussion Group, and Summary of Program Outputs</td>
<td>Annually (May-Oct)</td>
<td>End of Year Process Evaluation Report (Oct)</td>
</tr>
<tr>
<td>Service the QRIS data warehouse (Vertical Change)</td>
<td>Service the QRIS data warehouse (Vertical Change)</td>
<td>Manage data system and support data system users</td>
<td>On-going</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>Prepare and submit annual Common Data File Upload to First 5 California and California Department of Education</td>
<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/Evaluation

**Contract #:** EC040

**Fiscal Years:** 2020 – 2023

**Service Area:** Countywide
### Expectation
Serve as the operational lead for the quality improvement component of the QRIS

### Activity
The Resource and Referral Department will create individualized quality improvement plans with participants in the QRIS. In addition, they will coordinate training and coaching based on individual participant needs to facilitate quality improvement outcomes and help participants move higher on the QRIS ratings matrix

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish rapport and ensure part 1 &amp; 2 of application is accurate</td>
<td>Collect and verify form during initial site visit</td>
<td>Once per site</td>
<td>Vertical Change Forms Application – Part 1 &amp; 2 Approval from coach’s supervisor</td>
</tr>
<tr>
<td>Support site to increase capacity</td>
<td>Provide resources and referrals</td>
<td>Ongoing</td>
<td>Site visit summary form in Vertical Change</td>
</tr>
<tr>
<td>Increase site quality improvement</td>
<td>Provide guidance in developing quality improvement plans</td>
<td>1 - 5</td>
<td>Quality improvement plan 1-5 (as applicable)</td>
</tr>
<tr>
<td></td>
<td>Provide follow up on created quality improvement plans</td>
<td>Ongoing</td>
<td></td>
</tr>
<tr>
<td>Increase site retention</td>
<td>Provide incentive based on funding source and tier level post rating</td>
<td>Minimum once per year per site</td>
<td>Incentive tracking form</td>
</tr>
<tr>
<td>Increase professional development</td>
<td>Coordinate training and coaching</td>
<td>Ongoing</td>
<td>Training workshop sign in sheets</td>
</tr>
</tbody>
</table>

### 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.
<table>
<thead>
<tr>
<th>#</th>
<th>NAME</th>
<th>POSITION</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>Olivia Pillado</td>
<td>Manager, Workforce Development</td>
<td>0.25</td>
<td>50.19</td>
<td>520</td>
<td>26.00%</td>
<td>26,100</td>
<td>6,786</td>
<td>32,886</td>
<td>131,545</td>
<td>25%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>2</td>
<td>Jesse Pineda</td>
<td>Senior Research Analyst</td>
<td>1.00</td>
<td>33.93</td>
<td>2,080</td>
<td>26.00%</td>
<td>70,573</td>
<td>18,349</td>
<td>88,922</td>
<td>88,922</td>
<td>100%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>3</td>
<td>Open Position</td>
<td>Research Analyst</td>
<td>1.00</td>
<td>23.30</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,464</td>
<td>12,601</td>
<td>61,065</td>
<td>61,065</td>
<td>100%</td>
<td>Lead the Resource and Referral Department for QRIS partnership.</td>
</tr>
<tr>
<td>4</td>
<td>Eileen Friscia</td>
<td>Director, Resource &amp; Referral</td>
<td>0.10</td>
<td>73.00</td>
<td>208</td>
<td>26.00%</td>
<td>15,184</td>
<td>3,948</td>
<td>19,131</td>
<td>191,313</td>
<td>10%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>5</td>
<td>Tina Lopez</td>
<td>Manager, Family Engagement</td>
<td>0.10</td>
<td>38.50</td>
<td>208</td>
<td>26.00%</td>
<td>8,007</td>
<td>2,082</td>
<td>10,089</td>
<td>100,888</td>
<td>10%</td>
<td>Assist in overseeing and managing all grant activities, requirements and documentation.</td>
</tr>
<tr>
<td>6</td>
<td>Christina Aranda</td>
<td>Manager, Professional Development</td>
<td>0.33</td>
<td>43.14</td>
<td>693</td>
<td>26.00%</td>
<td>29,893</td>
<td>7,772</td>
<td>37,665</td>
<td>113,051</td>
<td>33%</td>
<td>Responsible in management of all grant activities, requirements, and documentation.</td>
</tr>
<tr>
<td>7</td>
<td>Chantia Hollingsworth</td>
<td>Supervisor, Resource &amp; Referral</td>
<td>1.00</td>
<td>29.05</td>
<td>2,080</td>
<td>26.00%</td>
<td>60,414</td>
<td>15,708</td>
<td>76,121</td>
<td>76,121</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>8</td>
<td>Cynthia Franco</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>24.67</td>
<td>2,080</td>
<td>26.00%</td>
<td>51,306</td>
<td>13,340</td>
<td>64,646</td>
<td>64,646</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>9</td>
<td>Sidney Everly</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>24.19</td>
<td>2,080</td>
<td>26.00%</td>
<td>50,324</td>
<td>13,084</td>
<td>63,408</td>
<td>63,408</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
</tbody>
</table>

**ATTACHMENT B**

**FIRST 5 SAN BERNARDINO**

**PROGRAM BUDGET**

**FISCAL YEAR:** 2020-2021

**ORGANIZATION:** Child Care Resource Center

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

**PROGRAM TITLE:** QRIS

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

**INITIATIVE:** San Bernardino QRIS

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

**RFP/CONTRACT #:** EC040

**TOTAL BUDGET:** 1,665,304

Responsible in management of all grant activities, requirements, and documentation.

Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.

Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
<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>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>10</td>
<td>Angelica Preciado</td>
<td>1.00</td>
<td>26.22</td>
<td>2,080</td>
<td>26.00%</td>
<td>54,539</td>
<td>14,180</td>
<td>68,719</td>
<td>68,719</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>11</td>
<td>Rae-Lyn Calderon</td>
<td>1.00</td>
<td>24.08</td>
<td>2,080</td>
<td>26.00%</td>
<td>50,083</td>
<td>13,022</td>
<td>63,105</td>
<td>63,105</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>12</td>
<td>Adriane Coe</td>
<td>1.00</td>
<td>23.33</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,664</td>
<td>12,653</td>
<td>61,316</td>
<td>61,316</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>13</td>
<td>Laura McCay</td>
<td>1.00</td>
<td>23.33</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,664</td>
<td>12,653</td>
<td>61,316</td>
<td>61,316</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>14</td>
<td>Melinda Wallace</td>
<td>1.00</td>
<td>23.98</td>
<td>2,080</td>
<td>26.00%</td>
<td>49,887</td>
<td>12,971</td>
<td>62,857</td>
<td>62,857</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>15</td>
<td>Monica Ramirez</td>
<td>1.00</td>
<td>25.16</td>
<td>2,080</td>
<td>26.00%</td>
<td>52,333</td>
<td>13,607</td>
<td>65,940</td>
<td>65,940</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>16</td>
<td>Susan Baltz</td>
<td>0.65</td>
<td>21.87</td>
<td>1,352</td>
<td>26.00%</td>
<td>29,573</td>
<td>7,689</td>
<td>37,262</td>
<td>57,326</td>
<td>65%</td>
<td>Support with enrollment of QSSB and Vertical Change data entry.</td>
</tr>
<tr>
<td>17</td>
<td>Amanda Grey</td>
<td>0.35</td>
<td>21.42</td>
<td>728</td>
<td>26.00%</td>
<td>15,595</td>
<td>4,055</td>
<td>19,650</td>
<td>56,143</td>
<td>35%</td>
<td>Support with contracts and enrollment of QSSB Participants.</td>
</tr>
</tbody>
</table>
### FIRST 5 SAN BERNARDINO
#### PROGRAM BUDGET
**FISCAL YEAR:** 2020-2021

**ORGANIZATION:** Child Care Resource Center  
**DIRECTOR:** Ellen Cervantes, Michael Olenick, PhD.  
**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** James Moses, Susan Savage, Eileen Friscia  
**INITIATIVE:** San Bernardino QRIS  
**FINANCE OFFICER:** Jennifer Patricio, Reporting & Analysis Manager  
**TOTAL BUDGET:** 1,665,304  
**RFP/CONTRACT #:** EC040

<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>
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<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALARIES &amp; BENEFITS</strong></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>18 Claudia Castillo  Specialist, Resource &amp; Referral</td>
<td>0.25</td>
<td>23.07</td>
<td>520</td>
<td>26.00%</td>
<td>11,997</td>
<td>3,119</td>
<td>15,116</td>
<td>60,463</td>
<td>25%</td>
<td>To coordinate professional development and the workforce registry.</td>
</tr>
<tr>
<td>19 Susan Montalvo  Director, Communications</td>
<td>0.15</td>
<td>71.29</td>
<td>312</td>
<td>26.00%</td>
<td>22,242</td>
<td>5,783</td>
<td>28,026</td>
<td>186,837</td>
<td>15%</td>
<td>Lead development and execution of key actions; manage timeline and budgets.</td>
</tr>
<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**FIRST 5 SAN BERNARDINO**  
**PROGRAM BUDGET**  
**FISCAL YEAR:** 2020-2021  

<table>
<thead>
<tr>
<th>ORGANIZATION: Child Care Resource Center</th>
<th>DIRECTOR: Ellen Cervantes, Michael Olenick, PhD.</th>
<th>PROGRAM YEAR: 2020-2021</th>
<th>TOTAL BUDGET: 1,665,304</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE: QRIS</td>
<td>PROGRAM DIRECTOR: James Moses, Susan Savage, Eileen Friscia</td>
<td>FINANCE OFFICER: Jennifer Patricio, Reporting &amp; Analysis Manager</td>
<td>RFP/CONTRACT #: EC040</td>
</tr>
<tr>
<td>INITIATIVE: San Bernardino QRIS</td>
<td></td>
<td></td>
<td></td>
</tr>
</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 Postage</td>
<td>0%</td>
<td>$1,330</td>
<td>$0.55 per postage for 2 mailings to 300 providers ($330); and postage for 1,800 pieces, sent once ($1,000)</td>
</tr>
<tr>
<td>2 Printing</td>
<td>0%</td>
<td>$6,000</td>
<td>$5,000 for marketing materials; printing and design of outreach materials including: posters, postcards, banners, signage, nametags, business cards, certificates, flyers, and provider toolkits. $1,000 for printing and design of research briefs and posters.</td>
</tr>
<tr>
<td>3 Supplies</td>
<td>0%</td>
<td>$6,240</td>
<td>General supplies for 13 FTE's at $40 per month for 12 months</td>
</tr>
<tr>
<td>4 Advertising</td>
<td>3%</td>
<td>$44,000</td>
<td>All advertising meant to complete program outreach objectives. Social media calculated at $3,000 for Facebook/Twitter/Instagram advertising; E-newsletters to complete program objectives calculated at $1,200; QRIS promotional items for outreach objectives calculated at $17,000; Print and digital advertisements across county's 22 cities including billboards, newspapers, magazines, radio, television and online calculated at $20,300; Advertising outreach events across the county (approaching 15) calculated at $2,500.</td>
</tr>
<tr>
<td>5 Consultants &amp; Photographer and Supplies</td>
<td>0%</td>
<td>$7,000</td>
<td>$5,000 Digital content development including material translations; photography and videography. $2,000 Supplies and photographer fees.</td>
</tr>
<tr>
<td>#</td>
<td>Description/Justification</td>
<td>Purpose</td>
<td>TOTAL F5SB BUDGET</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------</td>
<td>---------</td>
<td>------------------</td>
</tr>
<tr>
<td>6</td>
<td>VerticalChange &amp; Webhosting</td>
<td>7%</td>
<td>$113,000</td>
</tr>
<tr>
<td>7</td>
<td>Provider Incentives</td>
<td>14%</td>
<td>$225,000</td>
</tr>
<tr>
<td></td>
<td>Total Services &amp; Supplies</td>
<td></td>
<td>$402,570</td>
</tr>
</tbody>
</table>

### III. FOOD

1. **Total Food**

   **$**

   **Purpose:**

   **Description/Justification:**

   $98,000 budgeted for data system services for up to 75 administrative accounts, unlimited number of sites. Includes customer success / premium support and development.

   $15,000 includes $1,800 for monthly website hosting ($150 x 12mo), $9,000 for technical support ($750 x 12 mo), and $4,200 for plug ins or modules.

   Incentives to be awarded to participants based on program type and level of quality, including but not limited to: high quality awards, quality improvement awards, training and substitute teacher reimbursement.
<table>
<thead>
<tr>
<th>Mileage &amp; Training</th>
<th>1</th>
<th>Local Travel Mileage &amp; Training</th>
<th>$41,393</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Travel</td>
<td></td>
<td></td>
<td>41,393</td>
</tr>
</tbody>
</table>

V. Direct Cost

<table>
<thead>
<tr>
<th>Expense:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overhead Costs</td>
<td>$142,390</td>
</tr>
</tbody>
</table>

VI. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Percent:</th>
<th>De Minims</th>
<th>$141,877</th>
</tr>
</thead>
</table>

$14,200 budgeted for Resource & Referral staff to attend conferences, and professional development. Conferences include BUILD Conference, CAEYC PD Institute, First 5 Summit Conference, CAEYC Conference. $7,640 budgeted for Research staff to attend meetings, conferences, and trainings. Including QCC state meetings, the Strata Conference, First 5 Summit Conference, and the American Evaluation Association. $3,085 budgeted for Communications staff monthly meeting travel, professional development, and attending Annual Digital Summit conference. All conference costs include flight, hotel, registration, transportation, and per diem amounts. Included in this category are $22,171 also costs for local mileage for staff to visit participants and attend meetings.

This amount includes an estimated cost for space $104,658, $16,746 for telephone (landlines and faxes), and $18,713 combination of office maintenance, security, insurance, and utilities.

10% of MTDC. The MTDC is based on expenses listed excluding rent of $104,658 in the MTDC calculation.
<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Child Care Resource Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QRIS</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>San Bernardino QRIS</td>
</tr>
<tr>
<td>DIRECTOR:</td>
<td>Ellen Cervantes, Michael Olenick, PhD.</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>James Moses, Susan Savage, Eileen Friscia</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Jennifer Patricio, Reporting &amp; Analysis Manager</td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>2020-2021</td>
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<tr>
<td>TOTAL BUDGET:</td>
<td>1,665,304</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>EC040</td>
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</tbody>
</table>

**Basis:**
- Total Indirect Costs

**TOTAL FIRST 5 BUDGET**
- $1,665,304
<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>FSSB SALARY</th>
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<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SALARIES &amp; BENEFITS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td></td>
<td>Position</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Olivia Pillado</td>
<td>0.25</td>
<td>50.19</td>
<td>520</td>
<td>26.00%</td>
<td>26,100</td>
<td>6,786</td>
<td>32,886</td>
<td>131,545</td>
<td>25%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>2</td>
<td>Jesse Pineda</td>
<td>1.00</td>
<td>33.93</td>
<td>2,080</td>
<td>26.00%</td>
<td>70,573</td>
<td>18,349</td>
<td>88,922</td>
<td>88,922</td>
<td>100%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>3</td>
<td>Open Position</td>
<td>1.00</td>
<td>23.30</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,464</td>
<td>12,601</td>
<td>61,065</td>
<td>61,065</td>
<td>100%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>4</td>
<td>Eileen Friscia</td>
<td>0.10</td>
<td>73.00</td>
<td>208</td>
<td>26.00%</td>
<td>15,184</td>
<td>3,948</td>
<td>19,131</td>
<td>191,313</td>
<td>10%</td>
<td>Lead the Resource and Referral Department for QRIS partnership.</td>
</tr>
<tr>
<td>5</td>
<td>Tina Lopez</td>
<td>0.10</td>
<td>38.50</td>
<td>2,080</td>
<td>26.00%</td>
<td>8,007</td>
<td>2,082</td>
<td>10,089</td>
<td>100,888</td>
<td>10%</td>
<td>Assist in overseeing and managing all grant activities, requirements and documentation.</td>
</tr>
<tr>
<td>6</td>
<td>Christina Aranda</td>
<td>0.33</td>
<td>43.14</td>
<td>693</td>
<td>26.00%</td>
<td>29,893</td>
<td>7,772</td>
<td>37,665</td>
<td>113,051</td>
<td>33%</td>
<td>Responsible in management of all grant activities, requirements, and documentation.</td>
</tr>
<tr>
<td>7</td>
<td>Chantia Hollingsworth</td>
<td>1.00</td>
<td>29.05</td>
<td>2,080</td>
<td>26.00%</td>
<td>60,414</td>
<td>15,708</td>
<td>76,121</td>
<td>76,121</td>
<td>100%</td>
<td>To conduct visits with parents and their children in their home in compliance with PAT.</td>
</tr>
<tr>
<td>8</td>
<td>Cynthia Franco</td>
<td>1.00</td>
<td>24.67</td>
<td>2,080</td>
<td>26.00%</td>
<td>51,306</td>
<td>13,340</td>
<td>64,646</td>
<td>64,646</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>9</td>
<td>Sidney Everly</td>
<td>1.00</td>
<td>24.19</td>
<td>2,080</td>
<td>26.00%</td>
<td>50,324</td>
<td>13,084</td>
<td>63,408</td>
<td>63,408</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>10</td>
<td>Angelica Preciado</td>
<td>1.00</td>
<td>26.22</td>
<td>2,080</td>
<td>26.00%</td>
<td>54,539</td>
<td>14,180</td>
<td>68,719</td>
<td>68,719</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
</tbody>
</table>
### FIRST 5 SAN BERNARDINO

#### PROGRAM BUDGET

**FISCAL YEAR:** 2021-2022

**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:** 1,665,304  
**RFP/CONTRACT #:** ECO40

#### PROGRAM YEAR: 2021-2022

**PROGRAM TITLE:** QRIS  
**PROGRAM DIRECTOR:** James Moses, Susan Savage, Eileen Friscia  
**TOTAL BUDGET:** 1,665,304  
**RFP/CONTRACT #:** ECO40

#### SALARIES & BENEFITS

<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>FSSB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>24.08</td>
<td>2,080</td>
<td>26.00%</td>
<td>50,083</td>
<td>13,022</td>
<td>63,105</td>
<td>63,105</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>12</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>23.40</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,664</td>
<td>12,653</td>
<td>61,316</td>
<td>61,316</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>13</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>23.33</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,533</td>
<td>12,618</td>
<td>61,151</td>
<td>61,151</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>14</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>23.98</td>
<td>2,080</td>
<td>26.00%</td>
<td>49,887</td>
<td>12,971</td>
<td>62,857</td>
<td>62,857</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>15</td>
<td>Professional Development Coach</td>
<td>0.65</td>
<td>21.87</td>
<td>1,352</td>
<td>26.00%</td>
<td>29,573</td>
<td>7,689</td>
<td>37,262</td>
<td>57,326</td>
<td>65%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>16</td>
<td>Child Development Admin Assistant</td>
<td>0.35</td>
<td>21.42</td>
<td>728</td>
<td>26.00%</td>
<td>15,595</td>
<td>4,055</td>
<td>19,650</td>
<td>56,143</td>
<td>35%</td>
<td>Support with enrollment of QSSB and Vertical Change data entry.</td>
</tr>
<tr>
<td>17</td>
<td>Specialist, Resource &amp; Referral</td>
<td>0.25</td>
<td>23.07</td>
<td>520</td>
<td>26.00%</td>
<td>11,997</td>
<td>3,119</td>
<td>15,116</td>
<td>60,463</td>
<td>25%</td>
<td>Support with contracts and enrollment of QSSB Participants.</td>
</tr>
<tr>
<td>18</td>
<td>Director, Communications</td>
<td>0.15</td>
<td>71.29</td>
<td>312</td>
<td>26.00%</td>
<td>22,242</td>
<td>5,783</td>
<td>28,026</td>
<td>186,837</td>
<td>15%</td>
<td>Lead development and execution of key actions; manage timeline and budgets.</td>
</tr>
</tbody>
</table>

**Total Salaries & Benefits**  
- **FTE:** $743,709  
- **PAY RATE:** $193,364  
- **# OF HOURS:** $937,074  
- **BUDGET:** $1,634,814
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2021-2022

**ORGANIZATION:** Child Care Resource Center  
**PROGRAM TITLE:** QRIS  
**INITIATIVE:** San Bernardino QRIS  
**DIRECTOR:** Ellen Cervantes, Michael Olenick, PhD.  
**PROGRAM DIRECTOR:** James Moses, Susan Savage, Eileen Fricia  
**FINANCE OFFICER:** Jennifer Patricio, Reporting & Analysis Manager  
**TOTAL BUDGET:** $1,665,304  
**RFP/CONTRACT #:** EC040

### 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 Postage</td>
<td>0%</td>
<td>$1,330</td>
<td>$0.55 per postage for 2 mailings to 300 providers ($330); and postage for 1,800 pieces, sent once ($1,000)</td>
</tr>
<tr>
<td>2 Printing</td>
<td>0%</td>
<td>$6,000</td>
<td>$5,000 for marketing materials; printing and design of outreach materials including: posters, postcards, banners, signage, nametags, business cards, certificates, flyers, and provider toolkits. $1,000 for printing and design of research briefs and posters.</td>
</tr>
<tr>
<td>3 Supplies</td>
<td>0%</td>
<td>$6,240</td>
<td>General supplies for 13 FTE's at $40 per month for 12 months</td>
</tr>
<tr>
<td>4 Advertising</td>
<td>3%</td>
<td>$44,000</td>
<td>All advertising meant to complete program outreach objectives. Social media calculated at $3,000 for Facebook/Twitter/Instagram advertising; E-newsletters to complete program objectives calculated at $1,200; QRIS promotional items for outreach objectives calculated at $17,000; Print and digital advertisements across county's 22 cities including billboards, newspapers, magazines, radio, television and online calculated at $20,300; Advertising outreach events across the county (approaching 15) calculated at $2,500.</td>
</tr>
<tr>
<td>5 Consultants &amp; Photographer and Supplies</td>
<td>0%</td>
<td>$7,000</td>
<td>$5,000 Digital content development including material translations; photography and videography. $2,000 Supplies and photographer fees.</td>
</tr>
</tbody>
</table>
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2021-2022

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Child Care Resource Center</th>
<th>DIRECTOR:</th>
<th>Ellen Cervantes, Michael Olenick, PhD.</th>
<th>PROGRAM YEAR:</th>
<th>2021-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QRIS</td>
<td>PROGRAM DIRECTOR:</td>
<td>James Moses, Susan Savage, Eileen Friscia</td>
<td>TOTAL BUDGET:</td>
<td>1,665,304</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>San Bernardino QRIS</td>
<td>FINANCE OFFICER:</td>
<td>Jennifer Patricio, Reporting &amp; Analysis Manager</td>
<td>RFP/CONTRACT #:</td>
<td>EC040</td>
</tr>
</tbody>
</table>

### III. FOOD

<table>
<thead>
<tr>
<th>Description/Justification:</th>
<th>TOTAL F5SB BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>VerticalChange &amp; Webhosting</td>
<td>7% $113,000 $15,000 includes $1,800 for monthly website hosting ($150 x 12mo), $9,000 for technical support ($750 x 12 mo), and $4,200 for plug ins or modules.</td>
</tr>
<tr>
<td>Provider Incentives</td>
<td>14% $225,000 Incentives to be awarded to participants based on program type and level of quality, including but not limited to: high quality awards, quality improvement awards, training and substitute teacher reimbursement</td>
</tr>
<tr>
<td>Total Services &amp; Supplies</td>
<td>$402,570</td>
</tr>
</tbody>
</table>

### IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Food</td>
<td>$ -</td>
</tr>
</tbody>
</table>

**TOTAL F5SB BUDGET**
### First 5 San Bernardino Program Budget

**Fiscal Year:** 2021-2022

**Organization:** Child Care Resource Center

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

**Program Director:** James Moses, Susan Savage, Eileen Friscia

**Finance Officer:** Jennifer Patricio, Reporting & Analysis Manager

**Program Title:** San Bernardino QRIS

**RFP/Contract #:** EC040

**Total Budget:** $1,665,304

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### V. Direct Cost

| Mileage & Training | 1 | Local Travel Mileage & Training | $41,393 |

$14,200 budgeted for Resource & Referral staff to attend conferences, and professional development. Conferences include BUILD Conference, CAEYC PD Institute, First 5 Summit Conference, CAEYC Conference. $7,640 budgeted for Research staff to attend meetings, conferences, and trainings. Including QCC state meetings, the Strata Conference, First 5 Summit Conference, and the American Evaluation Association. $3,085 budgeted for Communications staff monthly meeting travel, professional development, and attending Annual Digital Summit conference. All conference costs include flight, hotel, registration, transportation, travel and per diem amounts. Included in this category are $22,171 also costs for local mileage for staff to visit participants and attend meetings.

### VI. Indirect Costs

| Overhead Costs | 1 | Total Direct Cost | $142,390 |

This amount includes an estimated cost for space $104,658, $16,746 for telephone (landlines and faxes), and $18,713 combination of office maintenance, security, insurance, and utilities.

| De Minims | 1 | Percent: 141,877 |

10% of MTDC. The MTDC is based on expenses listed excluding rent of $104,658 in the MTDC calculation.
<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>Child Care Resource Center</th>
<th>DIRECTOR</th>
<th>Ellen Cervantes, Michael Olenick, PhD.</th>
<th>PROGRAM YEAR:</th>
<th>2021-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QRIS</td>
<td>PROGRAM DIRECTOR:</td>
<td>James Moses, Susan Savage, Eileen Friscia</td>
<td>TOTAL BUDGET:</td>
<td>1,665,304</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>San Bernardino QRIS</td>
<td>FINANCE OFFICER:</td>
<td>Jennifer Patricio, Reporting &amp; Analysis Manager</td>
<td>RFP/CONTRACT #:</td>
<td>EC040</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FISCAL YEAR:</td>
<td>2021-2022</td>
<td></td>
<td></td>
</tr>
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<td></td>
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<td>PROGRAM TITLE:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>INITIATIVE:</td>
<td>San Bernardino QRIS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL FIRST 5 BUDGET:</td>
<td>$1,665,304</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| Basis                | 141,877                   |
| Total Indirect Costs | $306                      |</p>
<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>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>Olivia Pillado</td>
<td>Manager, Workforce Development</td>
<td>0.25</td>
<td>50.19</td>
<td>520</td>
<td>26.00%</td>
<td>26,100</td>
<td>6,786</td>
<td>32,886</td>
<td>131,545</td>
<td>25%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>Jesse Pineda</td>
<td>Senior Research Analyst</td>
<td>1.00</td>
<td>33.93</td>
<td>2,080</td>
<td>26.00%</td>
<td>70,573</td>
<td>18,349</td>
<td>88,922</td>
<td>88,922</td>
<td>100%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>Open Position</td>
<td>Research Analyst</td>
<td>1.00</td>
<td>23.30</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,464</td>
<td>12,601</td>
<td>61,065</td>
<td>61,065</td>
<td>100%</td>
<td>Research manager for QRIS partnership.</td>
</tr>
<tr>
<td>Eileen Friscia</td>
<td>Director, Resource &amp; Referral</td>
<td>0.10</td>
<td>73.00</td>
<td>208</td>
<td>26.00%</td>
<td>15,184</td>
<td>3,948</td>
<td>19,131</td>
<td>191,313</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>0.10</td>
<td>38.50</td>
<td>208</td>
<td>26.00%</td>
<td>8,007</td>
<td>2,082</td>
<td>10,089</td>
<td>100,888</td>
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<td>Assist in overseeing and managing all grant activities, requirements and documentation.</td>
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<td>Christina Aranda</td>
<td>Manager, Professional Development</td>
<td>0.33</td>
<td>43.14</td>
<td>693</td>
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<td>29,893</td>
<td>7,772</td>
<td>37,665</td>
<td>113,051</td>
<td>33%</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>29.05</td>
<td>2,080</td>
<td>26.00%</td>
<td>60,414</td>
<td>15,708</td>
<td>76,121</td>
<td>76,121</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>24.67</td>
<td>2,080</td>
<td>26.00%</td>
<td>51,306</td>
<td>13,340</td>
<td>64,646</td>
<td>64,646</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>Sidney Everly</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>24.19</td>
<td>2,080</td>
<td>26.00%</td>
<td>50,324</td>
<td>13,084</td>
<td>63,408</td>
<td>63,408</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>Angelica Preciado</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>26.22</td>
<td>2,080</td>
<td>26.00%</td>
<td>54,539</td>
<td>14,180</td>
<td>68,719</td>
<td>68,719</td>
<td>100%</td>
<td>Coordinate quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.</td>
</tr>
<tr>
<td>#</td>
<td>NAME</td>
<td>POSITION</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>TOTAL SALARY</td>
<td>First 5 % of TOTAL SALARY</td>
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<td>--------------</td>
<td>--------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>11</td>
<td>Rae-lyn Calderon</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>24.08</td>
<td>2,080</td>
<td>26.00%</td>
<td>50,083</td>
<td>13,022</td>
<td>63,105</td>
<td>63,105</td>
<td>100%</td>
</tr>
<tr>
<td>12</td>
<td>Adriane Coe</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>23.40</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,664</td>
<td>12,653</td>
<td>61,316</td>
<td>61,316</td>
<td>100%</td>
</tr>
<tr>
<td>13</td>
<td>Laura McCay</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>23.33</td>
<td>2,080</td>
<td>26.00%</td>
<td>48,533</td>
<td>12,618</td>
<td>61,151</td>
<td>61,151</td>
<td>100%</td>
</tr>
<tr>
<td>14</td>
<td>Monica Ramirez</td>
<td>Professional Development Coach</td>
<td>1.00</td>
<td>25.16</td>
<td>2,080</td>
<td>26.00%</td>
<td>52,333</td>
<td>13,607</td>
<td>65,939</td>
<td>65,939</td>
<td>100%</td>
</tr>
<tr>
<td>15</td>
<td>Susan Baltz</td>
<td>Child Development Specialist</td>
<td>0.65</td>
<td>21.87</td>
<td>1,352</td>
<td>26.00%</td>
<td>29,573</td>
<td>7,689</td>
<td>37,262</td>
<td>57,326</td>
<td>65%</td>
</tr>
<tr>
<td>16</td>
<td>Amanda Grey</td>
<td>Community Development Admin</td>
<td>0.35</td>
<td>21.42</td>
<td>728</td>
<td>26.00%</td>
<td>15,595</td>
<td>4,055</td>
<td>19,650</td>
<td>56,143</td>
<td>35%</td>
</tr>
<tr>
<td>17</td>
<td>Claudia Castillo</td>
<td>Specialist, Resource &amp; Referral</td>
<td>0.25</td>
<td>23.07</td>
<td>520</td>
<td>26.00%</td>
<td>11,997</td>
<td>3,119</td>
<td>15,116</td>
<td>60,463</td>
<td>25%</td>
</tr>
<tr>
<td>18</td>
<td>Susan Montalvo</td>
<td>Director, Communications</td>
<td>0.15</td>
<td>71.29</td>
<td>312</td>
<td>26.00%</td>
<td>22,242</td>
<td>5,783</td>
<td>28,026</td>
<td>186,837</td>
<td>15%</td>
</tr>
<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 743,709</td>
<td>$ 193,364</td>
<td>$ 937,074</td>
<td>$ 1,634,814</td>
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## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2022-2023

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Child Care Resource Center</th>
<th>DIRECTOR:</th>
<th>Ellen Cervantes, Michael Olenick, PhD.</th>
<th>PROGRAM YEAR:</th>
<th>2022-2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QRIS</td>
<td>PROGRAM DIRECTOR:</td>
<td>James Moses, Susan Savage, Eileen Frisica</td>
<td>TOTAL BUDGET:</td>
<td>1,665,304</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>San Bernardino QRIS</td>
<td>FINANCE OFFICER:</td>
<td>Jennifer Patricio, Reporting &amp; Analysis Manager</td>
<td>RFP/CONTRACT #:</td>
<td>EC040</td>
</tr>
</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 Postage</td>
<td>0%</td>
<td>$1,330</td>
<td>$0.55 per postage for 2 mailings to 300 providers ($330); and postage for 1,800 pieces, sent once ($1,000)</td>
</tr>
<tr>
<td>2 Printing</td>
<td>0%</td>
<td>$6,000</td>
<td>$5,000 for marketing materials; printing and design of outreach materials including: posters, postcards, signage, nametags, business cards, certificates, flyers, and provider toolkits. $1,000 for printing and design of research briefs and posters.</td>
</tr>
<tr>
<td>3 Supplies</td>
<td>0%</td>
<td>$6,240</td>
<td>General supplies for 13 FTE's at $40 per month for 12 months</td>
</tr>
<tr>
<td>4 Advertising</td>
<td>3%</td>
<td>$44,000</td>
<td>All advertising meant to complete program outreach objectives. Social media calculated at $3,000 for Facebook/Twitter/Instagram advertising; E-newsletters to complete program objectives calculated at $1,200; QRIS promotional items for outreach objectives calculated at $17,000; Print and digital advertisements across county's 22 cities including billboards, newspapers, magazines, radio, television and online calculated at $20,300; Advertising outreach events across the county (approaching 15) calculated at $2,500.</td>
</tr>
<tr>
<td>5 Consultants &amp; Photographer and Supplies</td>
<td>0%</td>
<td>$7,000</td>
<td>$5,000 Digital content development including material translations; photography and videography. $2,000 Supplies and photographer fees.</td>
</tr>
<tr>
<td>Event(s):</td>
<td>Destination:</td>
<td>Purpose:</td>
<td>TOTAL F5SB BUDGET</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------</td>
<td>---------</td>
<td>------------------</td>
</tr>
<tr>
<td>6</td>
<td>VerticalChange &amp; Webhosting</td>
<td>7%</td>
<td>$113,000</td>
</tr>
<tr>
<td>7</td>
<td>Provider Incentives</td>
<td>14%</td>
<td>$225,000</td>
</tr>
<tr>
<td></td>
<td>Total Food</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Services &amp; Supplies</td>
<td></td>
<td></td>
</tr>
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</table>

**III. FOOD**

**IV. TRAVEL**
<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Child Care Resource Center</th>
<th>DIRECTOR:</th>
<th>Ellen Cervantes, Michael Olenick, PhD.</th>
<th>PROGRAM YEAR:</th>
<th>2022-2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QRIS</td>
<td>PROGRAM DIRECTOR:</td>
<td>James Moses, Susan Savage, Eileen Friscia</td>
<td>TOTAL BUDGET:</td>
<td>1,665,304</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>San Bernardino QRIS</td>
<td>FINANCE OFFICER:</td>
<td>Jennifer Patricio, Reporting &amp; Analysis Manager</td>
<td>RFP/CONTRACT #:</td>
<td>EC040</td>
</tr>
</tbody>
</table>

**FIRST 5 SAN BERNARDINO PROGRAM BUDGET**  
**FISCAL YEAR:** 2022-2023

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

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

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

**TOTAL BUDGET:** 1,665,304

**RFP/CONTRACT #:** EC040

### Module IV. Mileage & Training

<table>
<thead>
<tr>
<th>Module IV. Mileage &amp; Training</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Travel Mileage &amp; Training</td>
<td>$41,393</td>
</tr>
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</table>

### Module V. Direct Cost

<table>
<thead>
<tr>
<th>Expense:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,200 budgeted for Resource &amp; Referral staff to attend conferences, and professional development. Conferences include BUILD Conference, CAEYC PD Institute, First 5 Summit Conference, CAEYC Conference. $7,640 budgeted for Research staff to attend meetings, conferences, and trainings. Including QCC state meetings, the Strata Conference, First 5 Summit Conference, and the American Evaluation Association. $3,085 budgeted for Communications staff monthly meeting travel, professional development, and attending Annual Digital Summit conference. All conference costs include flight, hotel, registration, transportation, travel and per diem amounts. Included in this category are $22,171 also costs for local mileage for staff to visit participants and attend meetings.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$142,390</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Module VI. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Percent:</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>De Minims</td>
<td>10% of MTDC. The MTDC is based on expenses listed excluding rent of $104,658 in the MTDC calculation.</td>
</tr>
<tr>
<td>$141,877</td>
<td></td>
</tr>
<tr>
<td>ORGANIZATION:</td>
<td>Child Care Resource Center</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>PROGRAM TITLE:</td>
<td>QRIS</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>San Bernardino QRIS</td>
</tr>
</tbody>
</table>

**Basis:** 141,877

| TOTAL FIRST 5 BUDGET | $ 1,665,304 |

| Total Indirect Costs | 312 |

**TOTAL FIRST 5 BUDGET**
<table>
<thead>
<tr>
<th><strong>AGENCY INFORMATION</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract #</strong></td>
<td>EC040</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>
<tr>
<td><strong>Address</strong></td>
<td>20001 Prairie Street, Chatsworth, CA 91311</td>
</tr>
<tr>
<td></td>
<td>Phone #: 818-717-1000</td>
</tr>
<tr>
<td><strong>Website</strong></td>
<td><a href="http://www.ccrcca.org">www.ccrcca.org</a></td>
</tr>
<tr>
<td><strong>Program Site Address</strong></td>
<td>1111 E. Mill Street, Suite 100, San Bernardino, CA 92408</td>
</tr>
<tr>
<td></td>
<td>Fax #: 1-866-674-5437</td>
</tr>
<tr>
<td><strong>CONTACT INFORMATION</strong></td>
<td></td>
</tr>
<tr>
<td><strong>SIGNING AUTHORITY</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>Dr. Michael Olenick</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>20001 Prairie Street, Chatsworth, CA 91311</td>
</tr>
<tr>
<td></td>
<td>Direct Phone #: 818-717-1010</td>
</tr>
<tr>
<td></td>
<td>Fax #: 818-717-9161</td>
</tr>
<tr>
<td><strong>E-Mail</strong></td>
<td><a href="mailto:MOlenick@ccrcca.org">MOlenick@ccrcca.org</a></td>
</tr>
<tr>
<td><strong>CONTRACT REPRESENTATIVE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>James Moses</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>1111 E. Mill Street, Suite 100, San Bernardino, CA 92408</td>
</tr>
<tr>
<td></td>
<td>Direct Phone #: 909-384-8031</td>
</tr>
<tr>
<td></td>
<td>Fax #: 909-890-0032</td>
</tr>
<tr>
<td><strong>E-Mail</strong></td>
<td><a href="mailto:JMoses@ccrcca.org">JMoses@ccrcca.org</a></td>
</tr>
<tr>
<td><strong>PROGRAM CONTACT</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>Christina Aranda</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>1111 E. Mill Street, Suite 100, San Bernardino, CA 92408</td>
</tr>
<tr>
<td></td>
<td>Direct Phone #: 760-245-0770 X3110</td>
</tr>
<tr>
<td></td>
<td>Fax #: 760-245-1072</td>
</tr>
<tr>
<td><strong>E-Mail</strong></td>
<td><a href="mailto:caranda@ccrcca.org">caranda@ccrcca.org</a></td>
</tr>
</tbody>
</table>
First 5 San Bernardino
Strategic Priority Area: Quality Early Learning

FISCAL CONTACT
Name: Jennifer Patricio
Title: Grants Manager
Address: 20001 Prairie Street
         Chatsworth, CA 91311
Direct Phone #: 818-717-1024
Fax #: ____________________
E-Mail: jpatricio@ccrcca.org

ADDITIONAL CONTACT (Describe): Program
Name: Susan Savage
Title: Research Director
Address: 20001 Prairie Street
         Chatsworth, CA 91311
Direct Phone #: 818-717-1040
Fax #: ____________________
E-Mail: SSavage@ccrcca.org

PROGRAM INFORMATION

TYPE OF AGENCY
☐ Educational Institution Describe: Choose an item.
☐ Government Agency Describe: Choose an item.
☐ Private Entity/Institution Describe: Choose an item.
☒ Community-Based Describe: Non Profit

PROGRAM DESCRIPTION
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.

EC040 QSSB CCRC POD FY20-23
STRATEGIC PRIORITY AREA:

QUALITY EARLY LEARNING
Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life.

Investment Areas:

**Systems Level Efforts:** Collaboration, Community Capacity Building and Workforce

**Supportive Strategies:** Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

**ASSIGNED ANALYST:** Tania Offerral

### CONTRACT AMOUNT

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-2021</td>
<td>$1,665,304</td>
</tr>
<tr>
<td>2021-2022</td>
<td>$1,665,304</td>
</tr>
<tr>
<td>2022-2023</td>
<td>$1,665,304</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,995,912</strong></td>
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**STANDARD CONTRACT**

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<th>Commodity Code</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Original Amount</th>
<th>Amendment Amount</th>
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<tbody>
<tr>
<td>95200</td>
<td>July 1, 2020</td>
<td>June 30, 2023</td>
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<td></td>
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</tbody>
</table>

**Abbreviated Use**

<table>
<thead>
<tr>
<th>FY</th>
<th>Estimated Payment Amount</th>
<th>Total by Fiscal Year</th>
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</thead>
<tbody>
<tr>
<td>20-21</td>
<td>$461,385</td>
<td></td>
</tr>
<tr>
<td>21-22</td>
<td>$461,385</td>
<td></td>
</tr>
<tr>
<td>22-23</td>
<td>$461,385</td>
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</tr>
</tbody>
</table>

**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

**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.

**Adverse Childhood Experiences (ACEs):** Describes all types of abuse, neglect, and other potentially traumatic experiences that occur to people under the age of 18. (CDC).

**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.

**California Evidence-Based Clearinghouse (CEBC) for Child Welfare:** Advances the effective implementation of evidence-based practices for children and families involved with the child welfare system.

**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.

**Case Management:** Collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual’s and family’s comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost effective outcomes.

**Collaborative:** Agencies demonstrates ability working jointly with others, building coalition together.
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.

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 childcare 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.

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 Community Support Partnership (FCSP) Model: A prevention model with the objective to reduce risk of child abuse/neglect that can be replicated in San Bernardino County. The model component includes parent education curriculum (Nurturing Parenting Program) and structured case management (Family Development Matrix: Matrix Outcome Model).

Family Community Support Partnership – Expansion (FCSP-E): An intentional system designed to bridge, support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach.

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 FDM. 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 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, families are linked with needed programs and services.

**Help Me Grow Evaluation Advisory Board (HMG-EAB):** 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.

**Help Me Grow Indicators:** Enables HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

**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.

**Inland Empire Community Collaborative (IECC):** Consultants for Family Community Support Partnership (FCSP) Cooperative Expansion Project.

**Maternal Health Network:** A collective of service providers that support the maternal health system throughout San Bernardino County and engage in a collaborative process to identifying gaps to address in maternal health services.

**Matrix Outcomes Model (MOM):** A model that provides a set of complimentary assessment, case management and evaluation tools.

**Mental Health Promotion:** Related to improving the quality of life and potential for health rather than amelioration of symptoms and deficits.

**Notable Outcomes:** Worthy of note to promote a shared countywide data bank of evidenced based child abuse risk prevention and early intervention best practices
Nurturing Parenting Program (NPP) for Parents and their Infants, Toddlers and Preschoolers: A family-centered program designed for the prevention and treatment of child abuse and neglect. Both parents and their children birth to five years participate in home-based, group-based, or combination group-based and home-based program model. Lessons are competency-based ensuring parental learning and mastery of skills.

Optimal Development: A child is most likely to reach his/her full potential if he/she experiences consistent, predictable, enriched, and stimulating interactions in a context of attentive and nurturing relationships.

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.

Parent-Child Enrichment Activities: Activities for parents and children to do together depending on child’s stages of development and individual interest.

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.

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.

Post-Assessment (AAPI-2.1 Form A): Taken after completion of NPP sessions to measure effectiveness of NPP based on the risk identified in Pre-Assessment AAPI.

Pre-Assessment (AAPI-2.1 Form B): Take before NPP sessions begins to identify risk areas/constructs as a process to select NPP curriculum topics to target.

Prevention: Services that mitigate effects of risk and stress and address potential early relationship challenges or vulnerabilities that impact early development.

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 Improvement:** A systematic, formal approach to the analysis of practice and performance efforts to improve performance.

**Quality Start San Bernardino (QSSB):** Local Quality Rating and Improvement System (QRIS). QSSB is a collaborative efforts charged with strengthening the quality of the early childhood education system county wide.

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

**Relationship Based Practice/Relational Informed Practice:** When you engage with a family, you help strengthen the partnership with them. There are six Relationships-Based Practices that can help promote family engagement: 1. Observe and describe the child's behavior to open community with the family; 2. Reflect on the family's perspective; 3. Support competence; 4. Focus on the family-child relationship; 5. Value a family's passion; 6. Reflect on your own perspective.

**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.

**Resource Center:** A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

**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.

**Scalable Service:** Agencies is capable of expanded or upgraded on demand to meet increase service needs.

**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.

**Sten Scores:** The data are plotted on the profile using sten scores as the unit of measurement. Sten scores are "standard ten scores" that are built for a normal distribution. Responses to the AAPI-2.1 for each of the subscales are categorized as Low Risk, Moderate Risk or High Risk for Child Maltreatment.

**Strengthening Families Framework:** The Strengthening Families framework is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five key Protective Factors: 1.) Parental resilience; 2.) Social connections; 3.) Knowledge of parenting and child development; 4.) Concrete support in times of need; 5.) Social and emotional competence of children.
**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.

**Trauma Informed Practice:** Strengths based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasis physical, psychological and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time.

**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. 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.

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.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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. Contractor’s governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission’s Policy 18-01 Non-public Personally Identifiable Information specified at http://first5sanbernardino.org/CommissionPolicies.aspx prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://first5sanbernardino.org/CommissionPolicies.aspx are hereby incorporated by this reference.

- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- 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. **Inspection 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.

f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

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 shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration 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 to safety and health ordinances and statutes, 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 and Costs

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. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

Z. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf.

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. 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 neither it, its principals, nor 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.
EE. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy (San Bernardino County Policy 11-08), 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 $1,384,155 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>2020-21</td>
<td>$461,385</td>
<td>July 1, 2020 through June 30, 2021</td>
</tr>
<tr>
<td>2021-22</td>
<td>$461,385</td>
<td>July 1, 2021 through June 30, 2022</td>
</tr>
<tr>
<td>2022-23</td>
<td>$461,385</td>
<td>July 1, 2022 through June 30, 2023</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 from finds another revenue source 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 Budget Revision Requests to the Commission no later than **February 28th** of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after **February 28th** will not be accepted in lieu of receipt.

**H. Budget Line Item Variance**

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

**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 monitor 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, 2020, and expires June 30, 2023, 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 two (2) additional one (1)-year periods by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2023 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. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.

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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

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 in providing services, 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. 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.
XIII. CONCLUSION

A. This Contract, consisting of 26 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.

C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

[Signature]
CaSonya Thomas
Title
Dated

UNIVERSITY ENTERPRISES CORPORATION

[Signature]
Diane Trujillo
Title
Dated

Legal Entity

Reviewed for Processing
Cindy Faulkner
Assistant Director
Date

Approved as to Legal Form
Sophie Akins
Commission Counsel
Date

Presented to Commission for Signature
Karen E. Scott
Executive Director
Date
<table>
<thead>
<tr>
<th>Expectations</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Institute for Child Development and Family Relations (ICDFR) at CSUSB will safeguard the validity and reliability of the Environment Rating Scale (ERS) and the Classroom Assessment System (CLASS) assessments conducted for the purposes of a Quality Start San Bernardino (QSSB) site rating</td>
<td>Certify sufficient number of assessors to meet the assessment goal</td>
<td>Quarterly</td>
<td>Persimmony report and Certificates in Vertical Change</td>
</tr>
<tr>
<td></td>
<td>Provide classroom assessments for the QSSB sites</td>
<td>Complete assessments (ERS and CLASS) per process map (page 6)</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

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.
**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 Quality Improvement (QI) and research activities. This will include conducting workforce development research utilizing site directors and members of the ECE workforce. This will also include the 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.

<table>
<thead>
<tr>
<th>Expectation</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>

The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of QI and research activities. This will include conducting workforce development research utilizing site directors and members of the ECE workforce. This will also include the 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 Name:** Quality Start San Bernardino

**Agency Name:** University Enterprises Corporation/Cal State University San Bernardino

**Contract #:** EC039

**Fiscal Years:** 2020 – 2023

**Service Area:** Countywide
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2020-2021

**ORGANIZATION:** University Enterprises Corporation at CSUSB  
**DIRECTOR:** University Signatory: Dororta Huizinga  
**PROGRAM DIRECTOR:** Mark Agars  
**FINANCE OFFICER:** Diane Trujillo

**INITIATIVE:** QRIS/QSSB project  
**TOTAL BUDGET:** 461,385  
**RFP/CONTRACT #:** EC039

<table>
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<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>
<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>
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<tr>
<td></td>
<td>Name: Program Director</td>
<td>0.11</td>
<td>85.61</td>
<td>234</td>
<td>11%</td>
<td>20,033</td>
<td>2,204</td>
<td>22,236</td>
<td>197,656</td>
<td>11%</td>
<td>Program PI. Oversight for assessment and higher education components of QSSB.</td>
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<tr>
<td>2</td>
<td>Amanda Wilcox-Herzog</td>
<td>Assessment Lead</td>
<td>0.12</td>
<td>78.77</td>
<td>254</td>
<td>11%</td>
<td>20,008</td>
<td>2,201</td>
<td>22,208</td>
<td>181,864</td>
<td>12%</td>
</tr>
<tr>
<td>3</td>
<td>Amy Van Schagan</td>
<td>Higher Ed Lead</td>
<td>0.17</td>
<td>53.16</td>
<td>361</td>
<td>29%</td>
<td>19,191</td>
<td>5,565</td>
<td>24,756</td>
<td>142,639</td>
<td>17%</td>
</tr>
</tbody>
</table>
## FIRST 5 SAN BERNARDINO PROGRAM BUDGET
### FISCAL YEAR: 2020-2021

**ORGANIZATION:** University Enterprises Corporation at CSUSB  
**DIRECTOR:** University Signatory: Dororta Huizinga  
**PROGRAM DIRECTOR:** Mark Agars  
**FINANCE OFFICER:** Diane Trujillo  
**INITIATIVE:** QRIS/QSSB project  
**PROGRAM YEAR:** 2020-2021  
**TOTAL BUDGET:** 461,385  
**RFP/CONTRACT #:** EC039

<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>4</td>
<td>SALARIES &amp; BENEFITS</td>
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<td>1.60</td>
<td>30.00</td>
<td>3333.33</td>
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<td>100,000</td>
<td>11,000</td>
<td>111,000</td>
<td>69,264</td>
<td>160%</td>
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<tr>
<td>5</td>
<td>TBD</td>
<td>Assessment Coordinator</td>
<td>0.50</td>
<td>26.44</td>
<td>1040</td>
<td>48%</td>
<td>27,498</td>
<td>13,199</td>
<td>40,696</td>
<td>81,393</td>
<td>50%</td>
</tr>
<tr>
<td>7</td>
<td>TBD</td>
<td>Graduate Student Assistants (Leads)</td>
<td>1.00</td>
<td>24.00</td>
<td>2080</td>
<td>11%</td>
<td>49,920</td>
<td>5,491</td>
<td>55,411</td>
<td>55,411</td>
<td>100%</td>
</tr>
<tr>
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<td>TBD</td>
<td>Graduate Student Assistants</td>
<td>1.00</td>
<td>16.00</td>
<td>2080</td>
<td>11%</td>
<td>33,280</td>
<td>3,661</td>
<td>36,941</td>
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### FISCAL YEAR: 2020-2021

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<tr>
<td></td>
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<td>0.20</td>
<td>20.19</td>
<td>416</td>
<td>60%</td>
<td>8,399</td>
<td>5,039</td>
<td>13,438</td>
<td>67,192</td>
<td>20%</td>
<td>Administrative support for personnel on assessment and higher education projects.</td>
</tr>
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<td></td>
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<tr>
<td></td>
<td>Total Salaries &amp; Benefits</td>
<td>$278,328</td>
<td>$48,360</td>
<td>$326,688</td>
<td>$832,361</td>
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**PROGRAM BUDGET**

**FISCAL YEAR:** 2020-2021

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<tbody>
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<td>QRIS/QSSB project</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>0</td>
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<td>DIRECTOR:</td>
<td>University Signatory: Dororta Huizinga</td>
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<tr>
<td>PROGRAM DIRECTOR:</td>
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<td>Diane Trujillo</td>
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<td>EC039</td>
</tr>
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<tr>
<th>Expense:</th>
<th>% of Allocation:</th>
<th>TOTAL F5SB BUDGET ($)</th>
<th>Description/Justification:</th>
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<tr>
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<td>$4,000</td>
<td>Expendable office supplies</td>
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<td>2. assessor training</td>
<td>3%</td>
<td>$15,000</td>
<td>Either consultant or in-house training, recertification, and drift testing for site assessors.</td>
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<td>2%</td>
<td>$10,000</td>
<td>Research stipends for educators and site directors participating in higher education research.</td>
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<td>4. higher ed provider day</td>
<td>2%</td>
<td>$10,000</td>
<td>Materials, food, marketing, and space costs for hosting a higher Ed open house for ECEs. Event will feature local institutions of higher education and invite all local members of the ECE workforce.</td>
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<tr>
<td>5. higher ed development</td>
<td>1%</td>
<td>$5,000</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>
<td></td>
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</tr>
<tr>
<td>initiative</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>------------</td>
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<td>7</td>
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</tr>
</tbody>
</table>
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**FISCAL YEAR:** 2020-2021

**Organization:** University Enterprises Corporation

**Program Title:** QRIS/QSSB project

**Initiative:** 0

**Director:** University Signatory: Dororta Huizinga

**Program Director:** Mark Agars

**Finance Officer:** Diane Trujillo

**Total Budget:** 461,385

**Fiscal Year:** 2020-2021

**RFP/Contract #:** EC039

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<table>
<thead>
<tr>
<th>Event(s)</th>
<th>Description/Justification</th>
<th>III. TOTAL F5SB BUDGET</th>
<th>Description/Justification</th>
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<tbody>
<tr>
<td>15</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>0%</td>
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<tr>
<td>17</td>
<td>0%</td>
<td></td>
<td></td>
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<tr>
<td>18</td>
<td>0%</td>
<td></td>
<td></td>
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<tr>
<td>19</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>0%</td>
<td>$ 44,000</td>
<td></td>
</tr>
<tr>
<td>Total Services &amp; Supplies</td>
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</tbody>
</table>
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

## Fiscal Year: 2020-2021

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<td>University Signatory: Dororta Huizinga</td>
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<tr>
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<td>$461,385</td>
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<td>EC039</td>
</tr>
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</table>

## IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>school sites</td>
<td>Assessor travel</td>
<td>13,800</td>
<td>travel to 100 sites, at approximately 240 miles per trip, at the state reimbursement rate of $0.575/mile</td>
</tr>
</tbody>
</table>

Total Travel: $13,800

## V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>3</td>
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<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Subcontractors</td>
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</table>

## VI. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Percent:</th>
<th>Basis:</th>
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<tbody>
<tr>
<td>20%</td>
<td>$384,488</td>
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</table>

Total Indirect Costs: $76,898

TOTAL FIRST 5 BUDGET: $461,385
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET
## FISCAL YEAR: 2021-2022

**ORGANIZATION:** University Enterprises Corporation at CSUSB  
**DIRECTOR:** University Signatory: Dororta Huizinga  
**PROGRAM DIRECTOR:** Mark Agars  
**FINANCE OFFICER:** Diane Trujillo  
**INITIATIVE:** QRIS/QSSB project  
**PROGRAM YEAR:** 2021-2022  
**TOTAL BUDGET:** $461,385  
**RFP/CONTRACT #:** EC039

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<tr>
<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>
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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>1</td>
<td>Mark Agars</td>
<td>Program Director</td>
<td>0.11</td>
<td>85.61</td>
<td>234</td>
<td>11%</td>
<td>20,033</td>
<td>2,204</td>
<td>22,236</td>
<td>197,656</td>
<td>11%</td>
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<tr>
<td>2</td>
<td>Amanda Wilcox-Herzog</td>
<td>Assessment Lead</td>
<td>0.12</td>
<td>78.77</td>
<td>254</td>
<td>11%</td>
<td>20,008</td>
<td>2,201</td>
<td>22,208</td>
<td>181,864</td>
<td>12%</td>
</tr>
<tr>
<td>3</td>
<td>Amy Van Schagan</td>
<td>Higher Ed Lead</td>
<td>0.17</td>
<td>53.16</td>
<td>361</td>
<td>29%</td>
<td>19,191</td>
<td>5,565</td>
<td>24,756</td>
<td>142,639</td>
<td>17%</td>
</tr>
</tbody>
</table>

Program PI. Oversight for assessment and higher education components of QSSB.
Faculty oversight of site assessment, assessors, and assessor training.
Faculty oversight of program to identify and develop higher education pathways for ECE educators.
<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>FSSB BUDGET</th>
<th>TOTAL SALARY</th>
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<tr>
<td></td>
<td>SALARIES &amp; BENEFITS</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>4</td>
<td>TBD</td>
<td>1.60</td>
<td>30.00</td>
<td>1040</td>
<td>11%</td>
<td>100,000</td>
<td>11,000</td>
<td>111,000</td>
<td>69,264</td>
<td>160%</td>
<td>Pool of assessors to conduct ECE site assessments using EECRS, ITERS, CLASS for up to 100 sites.</td>
</tr>
<tr>
<td>5</td>
<td>TBD</td>
<td>0.50</td>
<td>26.44</td>
<td>1040</td>
<td>48%</td>
<td>27,498</td>
<td>13,199</td>
<td>40,696</td>
<td>81,393</td>
<td>50%</td>
<td>Day to day coordination of Assessment activities.</td>
</tr>
<tr>
<td>7</td>
<td>TBD</td>
<td>1.00</td>
<td>24.00</td>
<td>2080</td>
<td>11%</td>
<td>49,920</td>
<td>5,491</td>
<td>55,411</td>
<td>55,411</td>
<td>100%</td>
<td>part-time grad students to carry out day-to-day assessor assignments, scheduling, training, and materials.</td>
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<td>8</td>
<td>TBD</td>
<td>1.00</td>
<td>16.00</td>
<td>2080</td>
<td>11%</td>
<td>33,280</td>
<td>3,661</td>
<td>36,941</td>
<td>36,941</td>
<td>100%</td>
<td>part-time grad students to support day-to-day activities related to higher education project including research, project planning and communication with sites and higher-ed partners.</td>
</tr>
<tr>
<td>LINE</td>
<td>BUDGET CATEGORY</td>
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<tr>
<td>9</td>
<td>Administrative Support</td>
<td>0.20</td>
<td>20.19</td>
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<td>5,039</td>
<td>13,438</td>
<td>67,192</td>
<td>20%</td>
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Total Salaries & Benefits

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<td>2021-2022</td>
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<td>$5,000</td>
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<td>6.</td>
<td>0%</td>
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**Mark Agars**

**Diane Trujillo**

**Dorota Huizinga**
<table>
<thead>
<tr>
<th>Initiative</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
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<td>8</td>
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<td>13</td>
<td>0%</td>
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<tr>
<td>14</td>
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</table>
### First 5 San Bernardino Program Budget

**Fiscal Year:** 2021-2022

**Organization:** University Enterprises Corporation

**Program Title:** QRIS/QSSB Project

**Director:** Dorota Huizinga

**Program Director:** Mark Agars

**Finance Officer:** Diane Trujillo

**Program Year:** 2021-2022

**Total Budget:** $461,385

**RFP/Contract #:** EC039

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<thead>
<tr>
<th>Event(s)</th>
<th>Description/Justification</th>
<th>TOTAL F5SB Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td></td>
<td></td>
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<tr>
<td>16</td>
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<td>19</td>
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<td></td>
</tr>
<tr>
<td>20</td>
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</tbody>
</table>

**III. Food**

- **Event(s):** Total Services & Supplies
- **Total Services & Supplies:** $44,000
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: 2021-2022

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>University Enterprises Corporation</th>
</tr>
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<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>QRIS/QSSB project</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>0</td>
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<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>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>2021-2022</td>
</tr>
<tr>
<td>TOTAL BUDGET:</td>
<td>461,385</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>EC039</td>
</tr>
</tbody>
</table>

### IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 school sites</td>
<td>Assessor travel</td>
<td>13,800</td>
<td>travel to 100 sites, at approximately 240 miles per trip, at the state reimbursement rate of $0.575/mile</td>
</tr>
<tr>
<td>Total Travel</td>
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<td>13,800</td>
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### V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Subcontractors</td>
<td>-</td>
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### VI. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Percent:</th>
<th>Basis:</th>
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<tbody>
<tr>
<td>20%</td>
<td>$</td>
<td>76,898</td>
</tr>
</tbody>
</table>

**TOTAL FIRST 5 BUDGET**: $461,385

---

**Travel**

- **Purpose**: Assessor travel
- **Destination**: 100 school sites
- **Total Travel**: 13,800 miles
- **Cost**: $13,800
- **Justification**: Travel to 100 sites, at approximately 240 miles per trip, at the state reimbursement rate of $0.575/mile

**Subcontractors**

- **Total Subcontractors**: -

**Indirect Costs**

- **Percent**: 20%
- **Basis**: $384,488
- **Total Indirect Costs**: $76,898
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: 2022-2023

**ORGANIZATION:** University Enterprises Corporation at CSUSB  
**DIRECTOR:** University Signatory: Dororta Huizinga  
**PROGRAM TITLE:** QRIS/QSSB project  
**PROGRAM DIRECTOR:** Mark Agars  
**FINANCE OFFICER:** Diane Trujillo  
**INITIATIVE:** Mark Agars  
**TOTAL BUDGET:** 461,385  
**RFP/CONTRACT #:** EC039

<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>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>Mark Agars</td>
<td>Program Director</td>
<td>0.11</td>
<td>85.61</td>
<td>234</td>
<td>11%</td>
<td>20,033</td>
<td>2,204</td>
<td>22,236</td>
<td>197,656</td>
<td>11%</td>
<td>Program PI. Oversight for assessment and higher education components of QSSB.</td>
</tr>
<tr>
<td>2</td>
<td>Amanda Wilcox-Herzog</td>
<td>Assessment Lead</td>
<td>0.12</td>
<td>78.77</td>
<td>254</td>
<td>11%</td>
<td>20,008</td>
<td>2,201</td>
<td>22,208</td>
<td>181,864</td>
<td>12%</td>
<td>Faculty oversight of site assessment, assessors, and assessor training.</td>
</tr>
<tr>
<td>3</td>
<td>Amy Van Schagan</td>
<td>Higher Ed Lead</td>
<td>0.17</td>
<td>53.16</td>
<td>361</td>
<td>29%</td>
<td>19,191</td>
<td>5,565</td>
<td>24,756</td>
<td>142,639</td>
<td>17%</td>
<td>Faculty oversight of program to identify and develop higher education pathways for ECE educators.</td>
</tr>
<tr>
<td>LINE</td>
<td>BUDGET CATEGORY</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>
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</tr>
<tr>
<td>------</td>
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<td>--------------</td>
<td>--------------------------</td>
<td>-----------------------------</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Assessors</td>
<td>1.60</td>
<td>30.00</td>
<td>3333.33</td>
<td>11%</td>
<td>100,000</td>
<td>11,000</td>
<td>111,000</td>
<td>69,264</td>
<td>160%</td>
<td>Pool of assessors to conduct ECE site assessments using EECRS, ITERS, CLASS for up to 100 sites.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Assessment Coordinator</td>
<td>0.50</td>
<td>26.44</td>
<td>1040</td>
<td>48%</td>
<td>27,498</td>
<td>13,199</td>
<td>40,696</td>
<td>81,393</td>
<td>50%</td>
<td>Day to day coordination of Assessment activities.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Graduate Student Assistants (Leads)</td>
<td>1.00</td>
<td>24.00</td>
<td>2080</td>
<td>11%</td>
<td>49,920</td>
<td>5,491</td>
<td>55,411</td>
<td>55,411</td>
<td>100%</td>
<td>part-time grad students to carry out day-to-day assessor assignments, scheduling, training, and materials.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Graduate Student Assistants</td>
<td>1.00</td>
<td>16.00</td>
<td>2080</td>
<td>11%</td>
<td>33,280</td>
<td>3,661</td>
<td>36,941</td>
<td>36,941</td>
<td>100%</td>
<td>part-time grad students to support day-to-day activites related to higher education project including research, project planning and communication with sites and higher-ed partners.</td>
<td></td>
</tr>
</tbody>
</table>
# FIRST 5 SAN BERNARDINO

**PROGRAM BUDGET**

**FISCAL YEAR:** 2022-2023

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>University Enterprises Corporation at CSUSB</th>
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<td>University Signatory: Dororta Huizinga</td>
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<tr>
<td>INITIATIVE:</td>
<td></td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>2022-2023</td>
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<tr>
<td>TOTAL BUDGET:</td>
<td>461,385</td>
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<td>RFP/CONTRACT #:</td>
<td>ECO39</td>
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<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>
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<tbody>
<tr>
<td>9 TBD</td>
<td>Administrative Support</td>
<td>0.20</td>
<td>20.19</td>
<td>416</td>
<td>60%</td>
<td>8,399</td>
<td>5,039</td>
<td>13,438</td>
<td>67,192</td>
<td>20%</td>
<td>Admin support for personnel on assessment and higher education projects.</td>
</tr>
</tbody>
</table>

Total Salaries & Benefits: $278,328 + $48,360 = $326,688

First 5 % of TOTAL SALARY: $326,688 * 20% = $65,337
### 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 office supplies</td>
<td>1%</td>
<td>$4,000</td>
<td>Expendable office supplies</td>
</tr>
<tr>
<td>2 assessor training</td>
<td>3%</td>
<td>$15,000</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>2%</td>
<td>$10,000</td>
<td>Research stipends for educators and site directors participating in higher education research.</td>
</tr>
<tr>
<td>4 higher ed provider day</td>
<td>2%</td>
<td>$10,000</td>
<td>Materials, food, marketing, and space costs for hosting a higher Ed open house for ECEs. Event will feature local institutions of higher education and invite all local members of the ECE workforce.</td>
</tr>
<tr>
<td>5 higher ed development</td>
<td>1%</td>
<td>$5,000</td>
<td>Materials, and space costs for program development workshops with higher education representatives from the community.</td>
</tr>
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</table>
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**FISCAL YEAR:** 2022-2023

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>PROGRAM TITLE</th>
<th>DIRECTOR</th>
<th>PROGRAM DIRECTOR</th>
<th>TOTAL BUDGET</th>
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<tr>
<td>University Enterprises Corporation</td>
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<td>461,385</td>
<td>EC039</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Diane Trujillo</td>
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<table>
<thead>
<tr>
<th>Initiative</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>7</td>
<td>0%</td>
</tr>
<tr>
<td>8</td>
<td>0%</td>
</tr>
<tr>
<td>9</td>
<td>0%</td>
</tr>
<tr>
<td>10</td>
<td>0%</td>
</tr>
<tr>
<td>11</td>
<td>0%</td>
</tr>
<tr>
<td>12</td>
<td>0%</td>
</tr>
<tr>
<td>13</td>
<td>0%</td>
</tr>
<tr>
<td>14</td>
<td>0%</td>
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362
### First 5 San Bernardino Program Budget

**Fiscal Year:** 2022-2023

**Initiative:** QRIS/QSSB Project

<table>
<thead>
<tr>
<th>Event(s)</th>
<th>Total Services &amp; Supplies</th>
<th>Description/Justification</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td></td>
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</table>

**Total Services & Supplies:** $44,000

---

**Organization:** University Enterprises Corporation

**Director:**  Dororta Huizinga

**Program Director:** Mark Agars

**Finance Officer:** Diane Trujillo

**Program Title:** QRIS/QSSB Project

**Program Year:** 2022-2023

**Total Budget:** $461,385

**RFP/Contract #:** EC039
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: 2022-2023

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<thead>
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## IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
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<tbody>
<tr>
<td>school sites</td>
<td>Assessor travel</td>
<td>$13,800</td>
<td>travel to 100 sites, at approximately 240 miles per trip, at the state reimbursement rate of $0.575/mile</td>
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<tr>
<td>Total Travel</td>
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<td>$13,800</td>
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## V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>Total Subcontractors</td>
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</table>

## VI. INDIRECT COSTS

<table>
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<tr>
<th>Percent:</th>
<th>Basis:</th>
<th>Total Indirect Costs</th>
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<tbody>
<tr>
<td>20%</td>
<td>$384,488</td>
<td>$76,898</td>
</tr>
</tbody>
</table>

**TOTAL FIRST 5 BUDGET: $461,385**
**AGENCY INFORMATION**

<table>
<thead>
<tr>
<th>Legal Entity:</th>
<th>University Enterprises Corporation at CSUSB</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td>Address:</td>
<td>5500 University Parkway</td>
</tr>
<tr>
<td></td>
<td>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>Program Site Address:</td>
<td>5500 University Parkway</td>
</tr>
<tr>
<td></td>
<td>San Bernardino, CA 92407</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>
</tr>
<tr>
<td>Choose an item.</td>
<td></td>
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**CONTACT INFORMATION**

**SIGNING AUTHORITY**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Dorota Huizinga</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5500 University Parkway</td>
</tr>
<tr>
<td></td>
<td>San Bernardino, CA 92407</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:dorota.huizinga@csusb.edu">dorota.huizinga@csusb.edu</a></td>
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</tbody>
</table>

**CONTRACT REPRESENTATIVE**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Diane Trujillo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5500 University Parkway</td>
</tr>
<tr>
<td></td>
<td>San Bernardino, CA 92407</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:dianet@csusb.edu">dianet@csusb.edu</a></td>
</tr>
</tbody>
</table>

**PROGRAM CONTACT**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Mark Agars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5500 University Parkway</td>
</tr>
<tr>
<td></td>
<td>San Bernardino, CA 92407</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:magars@csusb.edu">magars@csusb.edu</a></td>
</tr>
</tbody>
</table>
FISCAL CONTACT

Name: Diane Trujillo  
Title: Director, Sponsored Programs Administration

Address: 5500 University Parkway
          San Bernardino, CA 92407

E-Mail: dianet@csusb.edu

FISCAL CONTACT

Name:  
Title:  
Address:  
E-Mail:  

ADDITitional CONTACT (Describe): Choose an item.

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.

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.
STRATEGIC PRIORITY AREA & GOAL

QUALITY EARLY LEARNING:
Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life.

Investment Areas:
- **Systems Level Efforts** Collaboration, Community Capacity Building and Workforce
- **Supportive Strategies** Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

ASSIGNED ANALYST: Tania Offerrall

CONTRACT AMOUNT

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>2020-2021</td>
<td>$461,385</td>
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<td>$461,385</td>
</tr>
<tr>
<td>2022-2023</td>
<td>$461,385</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,384,155</strong></td>
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</table>
AGENDA ITEM 12  
JULY 1, 2020

Subject
Amendment A2 to Contract IC030 with VIVA Strategy + Communications.

Recommendations
Approve Amendment A2 to Contract IC030 with VIVA Strategy + Communications for $200,000 for Fiscal Year 2020-2021 for a cumulative total of $1,244,660 for Fiscal Years 2016-2021 for strategic consultation services to support implementation of the County’s Quality Rating Improvement System.  
(Presenter: Tania Offerrall, Staff Analyst II, 252-4262)

Financial Impact
$200,000 for Fiscal Year 2020-2021.

Background Information
The Commission approved Contract IC030 with VIVA Strategy + Communications (VIVA) on April 1, 2015 to help facilitate the creation of a Quality Rating Improvement System (QRIS) strategic plan for San Bernardino County.

VIVA specializes in large-scale collective impact projects that improve the lives of children, families, and communities. There is no other firm that has the breadth of work and experience and is engaged to this extent than VIVA in the area of QRIS design and implementation in California.

Over the past four years, VIVA has provided strategic consultation and facilitation services for the design and launch of QRIS in the County, now called Quality Start San Bernardino (QSSB). The following are VIVA’s key contributions towards this work:

- Refined and updated the QSSB strategic plan with system leads and partners.
- Supported and strengthened the QSSB Steering and Operations Committee.
- Developed the first QSSB comprehensive cost model to capture cost of QRIS components and overall system cost.
- Advanced the work of the Professional Development Committee to reach consensus on their strategic priorities.
- Designed and worked in coordination with partners to hold the first QSSB Early Education Forum which increased awareness of QSSB and created expanded opportunities for partnering with other agencies and systems.
- Led an advocacy sub-committee to develop a plan to support the sustainability of QSSB and the quality improvement supports for educators in San Bernardino County.

VIVA has successfully provided the deliverables and met the objectives within their contract work plan for Fiscal Years 2015-2019 including development and guidance of an operational model for an effective QRIS that aligns with California’s QRIS Matrix and implementation guideline.

QSSB partners are continuing to work towards achieving strategic goals and strengthening cross-system partnerships within an evolving state and local early childhood systems and policy landscape. VIVA will support QSSB partners with strengthening quality improvement for all providers in the ELC system. This includes, expanding access to social emotional training, and building stronger...
connections with the Help Me Grow IE initiative and Department of Social Services CalWORKs Home Visiting Program.

Pending Commission approval, VIVA will continue to provide strategic consultant services to F5SB and its QSSB partners to achieve the QSSB Strategic Plan’s objectives outlined below:

- **Goal 1**: Infrastructure Development: Review and refine the infrastructure for sustainable, long-term, and effective operation of the quality rating and improvement system.
- **Goal 2**: Qualified Workforce: Increase the number of early childhood educators who have the education and skills to provide high quality early education and care for children.
- **Goal 3**: Systems Alignment: Integrate and collaborate with systems that impact the education, health and well-being of young children.
- **Goal 4**: Policy, Advocacy & Sustainability: Quality Start has the necessary levels of support for its continued success and expansion in San Bernardino County.
- **Goal 5**: Results-focused: Establish and track clear measures of impact and progress of the QRIS.

| Review | Sophie Akins, Commission Counsel |

---

Report on Action as taken

<table>
<thead>
<tr>
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</thead>
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In Favor:

| Opposed: | |
|----------|-
| Abstained: | |

Comments:  

Witnessed:  

369
### STANDARD CONTRACT

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<tr>
<th>Commodity Code</th>
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<th>Contract End Date</th>
<th>Original Amount</th>
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<td>June 30, 2021</td>
<td>$744,660</td>
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**Cost Center**

- 9034009900

**GL Account**

- 53003357

**Internal Order No.**

- 3000115

- 200,000

**Abbreviated Use**

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<td>QRIS Strategic &amp; Communications Consultant</td>
<td>FY</td>
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<tr>
<td>20-21</td>
<td>$200,000</td>
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**Program Address (if different from legal address):**

San Bernardino County

155 Bovet Road Suite 750
San Mateo, CA 94402

Phone

(640) 832-1205

Federal ID No.

45-2617456

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 2**

1. Paragraph M. Governing Board of Section III, CONTRACTOR’S GENERAL RESPONSIBILITIES, is amended to read as follows:

   **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. Contractor’s governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

2. Paragraph N. of Section III, CONTRACTOR’S GENERAL RESPONSIBILITIES is amended to read as follows:

   N. Confidentiality

   ● Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission’s Policy 18-01 Non-public Personally Identifiable Information specified at [http://first5sanbernardino.org/CommissionPolicies.aspx](http://first5sanbernardino.org/CommissionPolicies.aspx) prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at [http://first5sanbernardino.org/CommissionPolicies.aspx](http://first5sanbernardino.org/CommissionPolicies.aspx) are hereby incorporated by this reference.

   ● Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

   ● Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](http://www.hhs.gov/), as applicable.

3. Subsection 11 of Paragraph S. Indemnification and Insurance Requirements, of Section III GENERAL CONTRACTOR RESPONSIBILITIES, is amended to read as follows:

   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.

f. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

4. Paragraph A. Contract Amount of Section IV, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $1,244,660 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>
<tbody>
<tr>
<td>2016-17</td>
<td>$257,705</td>
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<td>2017-18</td>
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<tr>
<td>2020-21</td>
<td>$200,000</td>
<td>July 1, 2020 through June 30, 2021</td>
</tr>
</tbody>
</table>

5. Paragraphs G. and H. of Section V, FISCAL PROVISIONS, are amended to read as follows:

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 Budget Revision Requests to the Commission no later than February 28th of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after February 28th will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.
6. Paragraph A. of Section VIII, TERM, is amended to read as follows:

A. This Contract is effective commencing July 1, 2016 and expires June 30, 2021, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

7. Paragraph G. of Section IX GENERAL PROVISIONS is amended to read as follows:

G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

8. Section X, EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS is amended to read as follows:

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 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, 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 representative 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. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

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.

Paragraph C Section XIII, CONCLUSION is amended to read as follows:

XIII. CONCLUSION

C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
All other terms and conditions of this contract remain in full force and effect.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

VIVA STRATEGIES AND COMMUNICATIONS, LLC

CaSonya Thomas
Title
Dated

Nicole O. Tanner
Managing Partner
Title
Dated

Reviewed for Processing
Cindy Faulkner
Assistant Director
Date

Approved as to Legal Form
Sophie Akins
Commission Counsel
Date

Presented to Commission for Signature
Karen E. Scott
Executive Director
Date
Project Description

VIVA proposes to provide strategic consultation and facilitation services to First 5 San Bernardino County, with an emphasis on building the foundation for system sustainability with the following desired outcomes:

1. **A well-functioning QSSB partnership** with a focus on continuous improvement of the partnership, including: agreement and documentation of decision-making and roles; shared accountability; and measurements of progress against strategic goals.
2. A clear plan and action steps implemented for expansion of cross-sector partnerships to support QSSB’s strategic goals for service delivery and sustainability for 2020-2023.
3. **A clear path for supporting the sustainability** of QSSB for the next 3 years, with an established and executed action plan for FY 2020-2021. With quarterly and annual reports of progress.

### Scope of Work FY 2020-21

<table>
<thead>
<tr>
<th>Well Functioning Partnership</th>
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<tbody>
<tr>
<td><strong>Goal 1: Infrastructure Development</strong>: Review and refine the infrastructure for the sustainable, long-term, and effective operation of the quality rating and improvement system.</td>
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</tbody>
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| **Goal 4: Policy, Advocacy & Sustainability**: Quality Start has the necessary levels of support for its continued success and expansion in San Bernardino County. |

| **Goal 5: Results-focused**: Establish and track clear measures of impact and progress of the QRIS. |

| **Steering Committee Facilitation and Consultation**: Provide strategic consultation and facilitation to support the successful leadership of the Quality Start San Bernardino partnership and their implementation of the QSSB Strategic Plan. |

1. Design and facilitate 2 QSSB Steering Committee meetings to support the successful advancement of their strategic priorities, and growth and refinement of the governance structure.
2. Design and facilitate 2 Steering Committee strategic planning sessions focused on establishing priorities, partnership and governance, sustainability, and strategies for
equity and access within the context of the COVID crisis and expansion priorities captured in the QCC proposal.

**Deliverables:**
- Meeting agendas and minutes
- Updated governance structure
- Partnership agreement
- Defined goal and strategies for advancing equity through QSSB.

**Joint Steering & Operations Planning Session Facilitation and Consultation:** Support improved coordination across the Quality Start governance structure.

1. Design and facilitate 1 joint session of the Steering & Operations Committee in the first quarter and fourth quarter of the fiscal year to kick-off the new fiscal year and to assess progress of implementation priorities for the year.

**Deliverables:**
- Meeting agenda and notes
- Inputs incorporated into an implementation/action plan for the year

**First 5 Leadership Team:** Provide executive consultation to support the success of the partnership and First 5s role as a coordination lead.

1. Plan & facilitate 1 in-person planning session aimed at establishing priorities for the year
2. Plan and facilitate 4-6 planning calls to address emerging issues and to support successful convening and coordination of the initiative.

**Deliverables:**
- Meeting agendas and notes
- Recommendations summaries as appropriate
Expansion of Cross Sector Partnerships
Strategic Alignment QSSB and K-12

**Goal 3: Systems Alignment:** Integrate and collaborate with systems that impact the education, health and well-being of young children.

**Cross System Partnership Development Consultation and Facilitation:** work in coordination with First 5 San Bernardino to convene cross-sector leaders to increase awareness of the importance of high quality early learning and to look at opportunities to coordinate across agencies to better serve young children and families.

1. Facilitate planning with the Steering Committee or a subset of the Steering Committee to develop a plan for expansion of cross-sector partnerships including partners identified in the QCC grant application in quarter one.

2. Utilize the social network mapping tool developed by VIVA in FY 19-20, to guide establishment of additional priority partners and to set measurements of progress.

3. Plan and co-facilitate 2 cross-system convenings with key community partners to advance priority areas identified by the Steering Committee.

4. Capture cross-system development progress, facilitate a review of progress, and set targets for subsequent years in the fourth quarter of the year.

**Deliverables:**
- Meeting agendas and notes
- Cross system partnership development action plan
- Pre and post reports including agreed upon measurements of success, e.g. pre and post network maps, service agreements or MOUs, etc.

**ECE K-12 Alignment Consultation:** provide recommendations to QSSB partners to identify opportunities and strategies to increase the educational alignment between the Pre-K and K-12 systems.

1. Provide recommendations to the QSSB leadership to establish a ECE-K-12 leadership team.

2. Provide facilitation support for one school readiness forum, originally planned for FY20-21.

**Deliverables:**
- Written recommendations summary
A Clear Path for Sustainability

**Goal 4: Policy, Advocacy & Sustainability:** Quality Start has the necessary levels of support for its continued success and expansion in San Bernardino County.

**Goal 5: Results-focused:** Establish and track clear measures of impact and progress of the QRIS.

**Sustainability Planning:**

1. Finalize a QSSB sustainability plan in the first quarter, with clear outcomes, goals, strategies, fiscal projections, and measurements of progress.
2. Develop a one-year action plan for FY20-21 with specific action steps, roles and measures of progress.
3. Update the cost model and update the cost calculator/fiscal forecast model to modify assumptions as actual cost and enrollment data becomes available, for the purpose of continuing to support budget planning.
4. Develop an assessment and rating schedule, using an automated tool, resulting in a clear table/schedule showing count of sites needing assessment/rating for each funding source (CSPP, QCC, IMPACT 2.0) for each year through June 2023, as well as a table/schedule showing each site’s rating schedule through June 2023. This work integrates CDF data (last date of QRIS rating, rating score) with new QCC radence (3 years for Tiers 1-3, 5 years for Tiers 4-5). This tool is used to proactively plan for staffing needs to support rating/assessment volume. With an option of expansion for additional sites added.
5. Work in coordination with the evaluation team, and other operational partners, to assess progress on meeting fiscal, service, partnership and advocacy goals on a quarterly and annual basis.

**Deliverables:**
- Meeting agendas and minutes
- Sustainability plan
- Sustainability action plan
- Updated cost model, based on changes and refinements to the model
- Updated financial forecast presentation, based on updates made to the financial forecast model developed in FY19-20
- Site assessment and rating schedule (rolled up by funding source by year, as well as per site)
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<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Hours</th>
<th>Cost (Original)</th>
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<tbody>
<tr>
<td><strong>Nicole Tanner, PhD, Managing Partner:</strong> Will serve as the project lead and provide in-person consultation and facilitation of the Steering Committee, Joint Steering Operations, cross system coordination and ECE K-12 alignment consultation</td>
<td>205</td>
<td>269</td>
<td>$55,145</td>
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<tr>
<td><strong>Christine Tringale, MBA, Director of Data &amp; Analytics:</strong> will provide support for fiscal forecasting and network analysis</td>
<td>185</td>
<td>121</td>
<td>$22,385</td>
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<tr>
<td><strong>Katy Nagy, MDP, Consultant:</strong> Will serve as the project manager, support the cost modeling and sustainability planning, the joint steering and operations planning meetings and cross system coordination work.</td>
<td>170</td>
<td>515</td>
<td>$87,550</td>
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<tr>
<td><strong>Amber Atkinson, Communications Specialist:</strong> Will provide graphic design support for materials that support the meetings and activities of the groups.</td>
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<td>23</td>
<td>$3,680</td>
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<td><strong>Total Consultation</strong></td>
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<td><strong>Indirect (10% of consultation costs)</strong></td>
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<td><strong>Deliverables:</strong> site assessment and rating schedule</td>
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<td><strong>TOTAL Budget</strong></td>
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# AGENCY INFORMATION

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<tr>
<td>Legal Entity</td>
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<tr>
<td>Dept./Division</td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td>QRIS Consultation</td>
</tr>
</tbody>
</table>
| Address | 155 Bovet Rd., Suite 750  
San Mateo, CA 94402 |
| Phone # | (650) 517-6235 |
| Fax # |  |
| Website | www.viva-strategy.com |
| Program Site Address | NA |

## CONTACT INFORMATION

### SIGNING AUTHORITY / CONTRACT REPRESENTATIVE

<table>
<thead>
<tr>
<th>Name</th>
<th>Nicole O. Tanner</th>
</tr>
</thead>
</table>
| Address | 155 Bovet Road, Suite 750  
San Mateo, CA 94402 |
| Direct Phone # | (650) 517-6235 |
| Fax # | NA |
| E-Mail | Nicole@viva-strategy.com |

### PROGRAM CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Nicole O. Tanner</th>
</tr>
</thead>
</table>
| Address | 155 Bovet Road, Suite 750  
San Mateo, CA 94402 |
| Direct Phone # | (650) 517-6235 |
| Fax # | NA |
| E-Mail | Nicole@viva-strategy.com |

### FISCAL CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Nicole O. Tanner</th>
</tr>
</thead>
</table>
| Address | 155 Bovet Road, Suite 750  
San Mateo, CA 94402 |
| Direct Phone # | (650) 517-6235 |
| Fax # | NA |
| E-Mail | Nicole@viva-strategy.com |

### ADDITIONAL CONTACT (Describe): Program

<table>
<thead>
<tr>
<th>Name</th>
<th>Katy Nagy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Senior Associate Consultant</td>
</tr>
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IC030 A2 QSSB VIVA POD FY20-21
For Staff Analyst use only. No mail will be sent to this contact.

Direct Phone #: 650-517-6114

Fax #: ______________________

E-Mail: katy@viva-strategy.com

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**PROGRAM INFORMATION**

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

**PROGRAM DESCRIPTION**

VIVA proposes to provide strategic consultation and facilitation services to First 5 San Bernardino County, with an emphasis on building the foundation for system sustainability with the following desired outcomes:

1. A well-functioning Quality Start partnership with a focus on continuous improvement of the partnership
2. The expansion of cross-sector partnerships with an emphasis on alignment with the K-12 system
3. A long-term sustainability plan, with an emphasis on implementing an advocacy agenda and to create support for quality early learning and QSSB

**SERVICE AREA (LOCATIONS)**

Countywide

---

**ASSIGNED ANALYST:** Tania Offerrall

---

**CONTRACT AMOUNT**

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AGENDA ITEM 13
JULY 1, 2020

Subject
Contract Amendment with American Academy of Pediatrics, District IX, Chapter 2

Recommendations
Approve Amendment A1 to Contract EC037 with American Academy of Pediatrics, District IX, Chapter 2 for $361,775 for a cumulative total not to exceed $723,550 for Fiscal Year 2020-2021 for the Reach Out and Read Initiative to enlist pediatricians to connect reading as a vital practice in early development utilizing well-child checkups in children from 6 months to five years of age.

(Presenter: Ronnie Robinson, Section Manager - Systems & Impact, 252-4255)

Financial Impact
$361,775 for period of July 1, 2019 through June 30, 2020.

Background Information
Reach Out and Read is an evidence-based intervention. 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 proficiency 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, First 5 San Bernardino (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.

Since January 6, 2016, F5SB has collaborated with the American Academy of Pediatrics - CA Chapter 2 (AAP – CA2) to build a Reach Out and Read Initiative in San Bernardino County (ROR-SB) by recruiting pediatricians to adopt and implement the Reach Out and Read program. This program utilizes the well-child checkups from 6 months to 5 years of age 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.

In July 2019, the Commission approved a contract with AAP-CA2 in an effort to align with F5SB’s Systems strategy and Reach Out and Read National’s Affiliate Network strategy. The AAP-CA2 has since adopted a greater role in the partnership by becoming the affiliate for ROR-SB. AAP-CA2 has met their objectives and hired a full-time Program Coordinator to support the existing ROR-SB sites, expand the program to additional sites through San Bernardino County, and identify ways to sustain the program through additional resources by developing an Advisory Council.
Approval of this item supports the **Quality Early Learning** Strategic Priority Area in the Commission’s 2020-2023 Strategic Plan.

**Investment Areas:**

**Systems Level Efforts:** Collaboration, Community Capacity, Building, Workforce

**Supportive Strategies:** Research and Evaluation, Policy, Communications, Advocacy, Countywide collaboration, Statewide/First 5 Network Efforts.

**Review**

Sophie Akins, Commission Counsel

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<tr>
<td>Comments:</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

Legal Name (hereinafter called the Contractor)

American Academy of Pediatrics, District IX, Chapter 2

Department/Division

Address
P.O. Box 94127
Pasadena, CA 91109

Phone
(818) 422-9877

Federal ID No.
23-7311839

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

1. Paragraph M. Governing Board of Section III, CONTRACTOR’S GENERAL RESPONSIBILITIES, is amended to read as follows:

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. Contractor’s governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

2. Paragraph N. of Section III, CONTRACTOR’S GENERAL RESPONSIBILITIES is amended to read as follows:

   N. Confidentiality

   • Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission’s Policy 18-01 Non-public Personally Identifiable Information specified at [http://first5sanbernardino.org/CommissionPolicies.aspx](http://first5sanbernardino.org/CommissionPolicies.aspx) prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at [http://first5sanbernardino.org/CommissionPolicies.aspx](http://first5sanbernardino.org/CommissionPolicies.aspx) are hereby incorporated by this reference.

   • Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

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

3. Subsection 11 of Paragraph S. Indemnification and Insurance Requirements, of Section III GENERAL CONTRACTOR RESPONSIBILITIES, is amended to read as follows:

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.

f. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

g. **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened
abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

4. Paragraph A. Contract Amount of Section V, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $772,550 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 2019-20  $ 361,775    July 1, 2019 through June 30, 2020
Fiscal Year 2020-21  $ 361,775    July 1, 2020 through June 30, 2021

5. Paragraphs G. and H. of Section V, FISCAL PROVISIONS, are amended to read as follows:

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 Budget Revision Requests to the Commission no later than February 28th of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after February 28th will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.
6. Paragraph A. of Section VIII, TERM, is amended to read as follows:

   A. This Contract is effective commencing July 1, 2019 and expires June 30, 2021, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

7. Paragraph C. of Section XI, CONCLUSION, is amended to read as follows:

   C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

   continued on next page
All other terms and conditions of this contract remain in full force and effect.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

American Academy of Pediatrics, District IX, Chapter 2

Legal Entity

Authorized Signature
CaSonya Thomas
Printed Name
Commission Chair
Title

Dated

Official Stamp

Reviewed for Processing
Cindy Faulkner
Assistant Director
Date

Approved as to Legal Form
Sophie Akins
Commission Counsel
Date

Presented to Commission for Signature
Karen E. Scott
Executive Director
Date
Reach Out and Read is an evidence-based nonprofit organization of medical providers who promote early literacy and school readiness in pediatric exam rooms nationwide by giving new books to children and advice to parents about the importance of reading aloud. The end goal of Reach Out and Read is to prepare all children to enter kindergarten ready to read, learn, and succeed. The Reach Out and Read model is endorsed by the American Academy of Pediatrics, and the program has one of the strongest records of research support of any primary care intervention.

Doctors, nurse practitioners, and other medical professionals incorporate Reach Out and Read's evidence-based model into regular pediatric checkups, by advising parents about the importance of reading aloud and giving developmentally appropriate books to children. They are essentially providing families with "prescriptions to read."

Reach Out and Read begins at the 6-month checkup and continues through age five (5), with a special emphasis on children growing up in low-income communities. Families served by Reach Out and Read read together more often, and their children enter kindergarten with larger vocabularies and stronger language skills, better prepared to achieve their potential.

The American Academy of Pediatrics, District IX, Chapter 2, acting as the Affiliate for Reach Out and Read San Bernardino will perform the following:

**Goal 1: Reach Out and Read Program Fidelity**

- Maintain active Affiliate status in good standing with Reach Out and Read National and comply with requirements in the attached Affiliate Agreement.
- Complete Site Quality Classification with new sites within first six months of activation and annually for existing sites.
- Provide technical assistance and support to sites to ensure:
  - 75% of medical providers at each site have completed the Reach Out and Read provider training.
  - Each site has a Reach Out and Read Medical Consultant as active champion and a Site Coordinator to oversee administrative aspects.
  - Sites establish and maintain a literacy-rich environment.
- Order books for sites based on number of annual well-child visits from approved vendors.
- Ensure all sites complete bi-annual Progress Reports.

**Deliverables:**
- Affiliate Agreement with Reach Out and Read National
- Provider Training By Site Report
- Current Site Progress Report Data
Goal 2: Reach Out and Read Program Expansion

- Recruit a minimum of 10 additional program sites.

*Deliverables:*
- Current Site Progress Report Data
- Reach Out and Read San Bernardino Annual Impact Report

Goal 3: Strategic Planning

- Quarterly ROR Advisory Committee Meetings
- Develop a 3-year Strategic Plan

*Deliverables:*
- Advisory Board Roster
- Advisory Board Meeting agendas and minutes
- Reach Out and Read San Bernardino Strategic Plan

Goal 4: Sustainability

- Identify other funding opportunities
- Develop Sustainability Plan

*Deliverables:*
- Sustainability Plan
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET
FISCAL YEAR: 2020-2021

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<th>BUDGET CATEGORY</th>
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<th>BENEFIT RATE</th>
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<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
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**ATTACHMENT B**

**FIRST 5 SAN BERNARDINO**  
**PROGRAM BUDGET**  
**FISCAL YEAR:**  2020-2021

**ORGANIZATION:** AAP-CA2  
**DIRECTOR:** Tomas Torices, Executive Director  
**PROGRAM TITLE:** AAP-CA2 Reach Out And Read San Bernardino County  
**PROGRAM DIRECTOR:** Staci Scranton, Program Coordinator  
**FINANCE OFFICER:** Edward Tagge, MD  
**INITIATIVE:** Reach Out and Read  
**TOTAL BUDGET:** 361,775

**RFP/CONTRACT #:** EC037 A1
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<th>First 5 % of TOTAL SALARY</th>
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Total Salaries & Benefits: $83,408, $22,797, $106,205, $241,155

First 5% of Total Salary: #DIV/0!
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: 2020-2021

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<td>RFP/CONTRACT #: EC037 A1</td>
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### II. SERVICES & SUPPLIES

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<th>TOTAL F5SB BUDGET ($)</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ROR Affiliate Shared Services Payment</td>
<td>2%</td>
<td>$7,707</td>
<td>Cost of books for the Reach Out and Read Program. Total number of books distributed are based off the number of well-child visits per clinic/pediatrician x $2.75 average cost of book.</td>
</tr>
<tr>
<td>2 Book for participating pediatricians</td>
<td>55%</td>
<td>$200,000</td>
<td>Recognition plaques and certificates for participating practices.</td>
</tr>
<tr>
<td>3 Program Materials/Supplies</td>
<td>1%</td>
<td>$4,000</td>
<td>Cost of books for the Reach Out and Read Program. Total number of books distributed are based off the number of well-child visits per clinic/pediatrician x $2.75 average cost of book.</td>
</tr>
<tr>
<td>4 Provider Support/Incentives</td>
<td>0%</td>
<td>$1,500</td>
<td>Recognition plaques and certificates for participating practices.</td>
</tr>
<tr>
<td>5 Office Equipment</td>
<td>0%</td>
<td>$500</td>
<td>Computer peripherals, e.g. videoconferencing equipment, printer, external hard drive</td>
</tr>
<tr>
<td>6 Office Supplies</td>
<td>0%</td>
<td>$800</td>
<td>General office supplies needed in the overall operation of the program, such as pens, paper, folders, printer ink, etc.</td>
</tr>
<tr>
<td>7 Telephone</td>
<td>0%</td>
<td>$900</td>
<td>Cellular phone, WiFi Hotspot monthly data plan and computer based fax service for ROR Program Coordinator</td>
</tr>
<tr>
<td>Initiative</td>
<td>Percentage</td>
<td>Amount</td>
<td>Description</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td>Accounting Services</td>
<td>0%</td>
<td>$1,500</td>
<td>General accounting and bookkeeping services including, accounts receivable and payable, quarterly reports, tax preparation.</td>
</tr>
<tr>
<td>Website Design, Maintenance and Technical Support</td>
<td>1%</td>
<td>$3,500</td>
<td>Service for creating and maintaining a Reach Out and Read San Bernardino website and technical support for computer equipment.</td>
</tr>
<tr>
<td>Advertising</td>
<td>0%</td>
<td>$1,400</td>
<td>Graphic design for printed materials. Print, web and other advertisements. May include search engine optimization, Google adds and analytics.</td>
</tr>
<tr>
<td>Printing</td>
<td>2%</td>
<td>$6,090</td>
<td>Cost of printing business cards, information packets, flyers, postcards, invitations and Reach Out and Read program supports such as bookmarks, posters, etc.</td>
</tr>
<tr>
<td>Postage</td>
<td>0%</td>
<td>$507</td>
<td>PO Box, mailing reports/newsletters, postcards, donation request letters, invitations, etc.</td>
</tr>
<tr>
<td>Mileage</td>
<td>1%</td>
<td>$3,000</td>
<td>Expenses include cost associated with travel for recruitment and training of participants, quality site visits, and various meetings. Due to the 2020 Covid pandemic, this line item is reduced. However, we anticipate more in-person meeting in 20-21. Mileage will be reimbursed at the prevailing IRS rate per mile.</td>
</tr>
</tbody>
</table>

**FIRST 5 SAN BERNARDINO**

**PROGRAM BUDGET**

**FISCAL YEAR:** 2020-2021

**ORGANIZATION:** AAP-CA2

**PROGRAM TITLE:** AAP-CA2 Reach Out And Read San Bernardino

**INITIATIVE:** Reach Out and Read

**DIRECTOR:** Tomas Torices, Executive Director

**PROGRAM DIRECTOR:** Staci Scranton, Program Coordinator

**FINANCE OFFICER:** Edward Tagge, MD

**TOTAL BUDGET:** 361,775

**RFP/CONTRACT #:** EC037 A1
## First 5 San Bernardino Program Budget

### Fiscal Year: 2020-2021

<table>
<thead>
<tr>
<th>Initiative</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Food expenses for meetings, trainings, and town hall meetings.</td>
</tr>
<tr>
<td>2</td>
<td>Annual convening of all participating providers/practices, plus non-participating as a year-end celebration, review, sharing of best practices, and recruitment event. Expenses may include food for recruitment meetings, trainings, and town hall meetings.</td>
</tr>
<tr>
<td>3</td>
<td>Total Services &amp; Supplies</td>
</tr>
</tbody>
</table>

### Food

<table>
<thead>
<tr>
<th>Event(s):</th>
<th>TOTAL F5SB BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Reach Out and Read San Bernardino Convening</td>
<td>3,000</td>
</tr>
<tr>
<td>2 Food expenses for meetings</td>
<td>2,000</td>
</tr>
<tr>
<td>Total Food</td>
<td>$5,000</td>
</tr>
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</table>

### Travel

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**FIRST 5 SAN BERNARDINO**  
**PROGRAM BUDGET**  
**FISCAL YEAR:** 2020-2021

<table>
<thead>
<tr>
<th>Organization</th>
<th>Director</th>
<th>Program Director</th>
<th>Total Budget</th>
<th>Initiative</th>
<th>Finance Officer</th>
<th>RFP/Contract #</th>
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</thead>
<tbody>
<tr>
<td><strong>AAP-CA2</strong></td>
<td>Tomas Torices, Executive Director</td>
<td>Staci Scranton, Program Coordinator</td>
<td>$361,775</td>
<td><strong>Reach Out and Read</strong></td>
<td>Edward Tagge, MD</td>
<td><strong>EC037 A1</strong></td>
</tr>
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### V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Description/Justification</th>
<th>Total Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Boston</td>
<td>Annual Reach Out and Read Leadership Conference</td>
<td>$4,000</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Subcontractors</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

### VI. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Percent: Overhead: 15% of Salaries and Fringe Benefits ($101,109 x 0.15)</th>
<th>$15,166</th>
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**TOTAL FIRST 5 BUDGET**  
$361,775
AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Contract #:</th>
<th>EC037 A1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Entity:</td>
<td>American Academy of Pediatrics, District IX, Chapter 2</td>
</tr>
<tr>
<td>Dept./Division:</td>
<td>Reach Out and Read San Bernardino</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Reach Out and Read San Bernardino</td>
</tr>
<tr>
<td>Phone #:</td>
<td>818-422-9877</td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.aapca2.org">www.aapca2.org</a></td>
</tr>
<tr>
<td>Fax #:</td>
<td>888-838-1987</td>
</tr>
<tr>
<td>Program Site Address:</td>
<td>PO Box 907, Rialto, CA 92377</td>
</tr>
<tr>
<td>Client Referral Phone #:</td>
<td>909-709-1441</td>
</tr>
</tbody>
</table>

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

| Name: | Tomas Torices, MD |
| Title: | Executive Director |
| Address: | PO Box 94127, Pasadena, CA 91109 |
| Direct Phone #: | 818-422-9877 |
| Fax #: | 888-838-1987 |
| E-Mail: | Chapter2@aap-ca.org |

CONTRACT REPRESENTATIVE

| Name: | Damodara Rajasekhar, MD, FAAP |
| Title: | AAP-CA2 President |
| Address: | PO Box 94127, Pasadena, CA 91109 |
| Direct Phone #: | 760-242-3004 |
| Fax #: | 760-242-3009 |
| E-Mail: | drajasekharmd@gmail.com |

PROGRAM CONTACT

| Name: | Staci Scranton |
| Title: | Program Coordinator |
| Address: | PO Box 907, Rialto, CA 92377 |
| Direct Phone #: | 909-709-1441 |
| Fax #: | 855-406-4246 |
| E-Mail: | Sscranton.aap@gmail.com |
First 5 San Bernardino
Strategic Priority Area: Quality Early Learning

FISCAL CONTACT
Name: Edward Tagge, MD, FAAP
Address: 11370 Anderson Street, Suite 2100
         Loma Linda
E-Mail: etagge@llu.edu

Title: AAP-CA2 Treasurer
Direct Phone #: 909-747-5581
Fax #: N/A

ADDITIONAL CONTACT (Describe): Contract Representative
Name: Alice Kuo, MD
Address: 110 Glendon Avenue, Suite 900
         Los Angeles, CA 90024
E-Mail: AKuo@mednet.ucla.edu

Title: Immediate Past President
Direct Phone #: 310-741-1657
Fax #: N/A

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.

PROGRAM DESCRIPTION
Reach Out and Read is a research-proven, nonprofit school readiness program based in health centers and hospitals. At every well-child visit, pediatricians give advice and guidance to parents on reading aloud to their young children, and give them an age-appropriate book to take home.

STRATEGIC PRIORITY AREA & GOAL

QUALITY EARLY LEARNING:
Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life.

Investment Areas:
Systems Level Efforts  Collaboration, Community Capacity, Building, Workforce
Supportive Strategies  Research and Evaluation, Policy, Communications, Advocacy, Countywide collaboration, Statewide/First 5 Network Efforts

SERVICE AREA (LOCATIONS)
Countywide
ASSIGNED ANALYST:

Ronnie Robinson

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>$361,775</td>
</tr>
<tr>
<td>2020-2021</td>
<td>$361,775</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$723,550</strong></td>
</tr>
</tbody>
</table>
AGENDA ITEM 14
JULY 1, 2020

Subject
Contract Amendment SI032 A1 with Inland Empire Breastfeeding Coalition.

Recommendations
Approve Amendment A1 to Contract SI032 with Inland Empire Breastfeeding Coalition for $85,544 for a cumulative total not to exceed $129,324 for Fiscal Year 2020-2021 to expand current evidence-based education interventions addressing the problem of low breastfeeding rates in the Inland Empire.

(Presenter: Ronni e Robinson, Section Manager - Systems & Impact, 252-4255)

Financial Impact
$85,544 for Fiscal Year 2020-2021.

Background Information
The Inland Empire Breastfeeding Coalition (IEBfC) began in 1993 as a volunteer group of concerned health care professionals and community members who came together to raise awareness of the importance of breastfeeding and to increase collaborative efforts among health care agencies.

In November of 2018, First 5 San Bernardino contracted with a Consultant to develop a Maternal Health Systems framework and identify gaps in service. Through this work, breastfeeding education and support was identified as a gap in service within San Bernardino County.

In October 2019, the Commission approved a contract with the Inland Empire Breastfeeding Coalition to develop the IEBfC infrastructure to sustain, enhance and expand education opportunities for lactation consultants in the county. Lactation consultants mentored clients and encouraged knowledge acquisition and application of breastfeeding intervention.

A “baby-friendly” designation indicates a maternity facility has successfully implemented the Ten Steps to Successful Breastfeeding, which include providing appropriate education to enable families to make informed decisions about infant feeding, encouraging mothers to hold their babies skin-to-skin immediately following birth, and offering expert lactation support throughout and beyond the hospital stay.

The IEBfC will continue to advocate strengthening the infrastructure of the IEBfC Hospital Collaborative as a platform to maintain policies and procedures for baby-friendly hospitals seeking designation and re-designation. This is achieved by increasing awareness, sustaining community partnerships and mobilizing resources to fill identified gaps and sustain previous First 5 investments in the baby-friendly hospital designation program.

The IEBfC will also expand current evidence-based education interventions providing continuing education units (CEU’s) to practitioners who address low breastfeeding rates through a robust partnership with families throughout the Inland Empire.

Pending Commission approval, the IEBfC will provide top-notch, culturally sensitive and technologically accessible education to health professionals working in the field of lactation in order to optimally serve families in San Bernardino County during their breastfeeding duration both within and outside the hospital setting.
Approval of this item supports the **Child Health** Strategic Priority Area in the Commission’s 2020-2023 Strategic Plan through the following Investment Area:

- **Systems Level Efforts:**
  Collaboration, Community Capacity Building and Workforce

- **Supportive Strategies:**
  Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

<table>
<thead>
<tr>
<th>Report on Action as taken</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Action:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Moved:</strong></td>
<td><strong>Second:</strong></td>
</tr>
<tr>
<td><strong>In Favor:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Opposed:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Abstained:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Comments:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Witnessed:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Sophie Akins, Commission Counsel**

**Review**
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)

Inland Empire Breastfeeding Coalition

Department/Division

Address
P.O. Box 642
Riverside, CA 92502

Phone
(951) 288-1920

Federal ID No.
71-0875339

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

1. Paragraph M. Governing Board of Section III, CONTRACTOR'S GENERAL RESPONSIBILITIES, is amended to read as follows:

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. Contractor’s governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

2. Paragraph N. of Section III, CONTRACTOR’S GENERAL RESPONSIBILITIES is amended to read as follows:

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission’s Policy 18-01 Non-public Personally Identifiable Information specified at http://first5sanbernardino.org/CommissionPolicies.aspx prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://first5sanbernardino.org/CommissionPolicies.aspx are hereby incorporated by this reference.

- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor’s obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

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

3. Subsection 11 of Paragraph S. Indemnification and Insurance Requirements, of Section III GENERAL CONTRACTOR RESPONSIBILITIES, is amended to read as follows:

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.

f. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

4. Paragraph A. Contract Amount of Section V, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $129,324 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>2019-20</td>
<td>$43,780</td>
<td>November 1, 2019 through June 30, 2020</td>
</tr>
<tr>
<td>2020-21</td>
<td>$85,544</td>
<td>July 1, 2020 through June 30, 2021</td>
</tr>
</tbody>
</table>

5. Paragraphs G. and H. of Section V, FISCAL PROVISIONS, are amended to read as follows:

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 Budget Revision Requests to the Commission no later than February 28th of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after February 28th will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variance to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.
6. Paragraph A. of Section VIII, TERM, is amended to read as follows:

A. This Contract is effective commencing November 1, 2019 and expires June 30, 2021, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

7. Paragraph G. of Section IX GENERAL PROVISIONS is amended to read as follows:

G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

8. Paragraph C. of Section XIII CONCLUSION is amended to read as follows:

C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

continued on next page
All other terms and conditions of this contract remain in full force and effect.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Authorized Signature

CaSonya Thoomas
Printed Name

Commission Chair
Title

Dated

Official Stamp

Inland Empire Breastfeeding Coalition

Legal Entity

Authorized Signature

Tameka Simpson, MPH
Printed Name

Board Chair
Title

Dated

Reviewed for Processing

Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

Sophie Akins
Commission Counsel

Date

Presented to Commission for Signature

Karen E. Scott
Executive Director

Date
**Strategic Priority Area & Goal:**
- **Quality Early Learning:** Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life.

**Investment Areas:**
- Systems Level Efforts: Collaboration, Community Capacity Building and Workforce
- Supportive Strategies: Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

---

**Attachment A**

### Expectation
Strengthen infrastructure of the Inland Empire Breastfeeding Coalition (IEBfC) Hospital Network Collaborative (HNC) hospitals seeking to designate or re-designate as Baby friendly Hospital

### Activities
Breastfeeding education, marketing campaign, scholarships, policy, and advocacy

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Dosage</th>
<th>Verification</th>
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</thead>
<tbody>
<tr>
<td>General Education</td>
<td>Continuing Education Session</td>
<td>Monthly</td>
<td>Monthly Reporting in Persimmony</td>
</tr>
<tr>
<td>Hospital Network Collaborative</td>
<td>In-Person and/or Virtual Meetings</td>
<td>Quarterly</td>
<td>Quarterly Reporting in Persimmony</td>
</tr>
<tr>
<td>Special Advocacy Trainings</td>
<td>Two-half day Clinical Continuing Education Seminars</td>
<td>On-Going</td>
<td>Monthly Reporting in Persimmony</td>
</tr>
<tr>
<td>Community Marketing Campaign</td>
<td>Documentary Screenings, Community Resource Fairs, Marketing Strategy</td>
<td>On-Going</td>
<td>Monthly Reporting in Persimmony</td>
</tr>
</tbody>
</table>

**Program Description:**
The Inland Empire Breastfeeding Coalition (IEBfC) and its sub-committee IEBfC Hospital Network Collaborative will work to expand current evidence-based education interventions addressing the problem of low rates of breastfeeding in the Inland Empire through a more robust partnership of community members and healthcare professionals countywide.

---

**Agency Name:** Inland Empire Breastfeeding Coalition
**Program Name:** Promoting Breastfeeding Through Professional Mentorship
**Service Area:** Countywide
**Contract #:** SI032A1
**Contract Period:** July 2020 – June 2021
**Outcome Goal Per Year:** Educational and Policy Advocacy

---

**Agency Rep Name:** ___________________________ **Agency Rep Signature:** ___________________________ **Date Signed:** ___________________________

**Reporting Period:** Monthly and Quarterly **Data Type:** Narrative **Due:** By the 15th of the following month
### FIRST 5 SAN BERNARDINO
#### PROGRAM BUDGET
##### FISCAL YEAR: 2020-2021

**ORGANIZATION:** Inland Empire Breastfeeding Coalition  
**DIRECTOR:** Laurie Haessly, MA, RDN, IBCLC  
**PROGRAM TITLE:** Promoting Breastfeeding through Professional Mentorship  
**PROGRAM DIRECTOR:** Mandy Lindberg, IBCLC  
**INITIATIVE:** Child Health  
**FINANCE OFFICER:** Laurie Haessly, MA, RDN, IBCLC  
**TOTAL BUDGET:** 85,544  
**RFP/CONTRACT #:** SI032A1

<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>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. SALARIES &amp; BENEFITS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name:</strong> Laurie Haessly</td>
<td><strong>Position:</strong> Grant Manager</td>
<td>0.29</td>
<td>35.00</td>
<td>600</td>
<td>13%</td>
<td>21,000</td>
<td>2,730</td>
<td>23,730</td>
<td>82,264</td>
<td>29%</td>
</tr>
<tr>
<td><strong>Name:</strong> Mandy Lindberg</td>
<td><strong>Position:</strong> Grant Project Coordinator</td>
<td>0.46</td>
<td>30.00</td>
<td>960</td>
<td>13%</td>
<td>28,800</td>
<td>3,744</td>
<td>32,544</td>
<td>70,512</td>
<td>46%</td>
</tr>
<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**FIRST 5 SAN BERNARDINO**  
**PROGRAM BUDGET**  
**FISCAL YEAR:** 2020-2021

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Inland Empire Breastfeeding Coalition</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECTOR:</td>
<td>Laurie Haessly, MA, RDN, IBCLC</td>
</tr>
<tr>
<td>PROGRAM TITLE:</td>
<td>Promoting Breastfeeding through Child Health</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Mandy Lindberg, IBCLC</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>Child Health</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Laurie Haessly, MA, RDN, IBCLC</td>
</tr>
<tr>
<td>TOTAL BUDGET:</td>
<td>$85,544</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>SI032A1</td>
</tr>
</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 General Supplies and Marketing Materials</td>
<td>2%</td>
<td>$1,500</td>
<td>Supplies and Marketing Materials such as folders for events, pens, membership cards, posters/signs, etc.</td>
</tr>
<tr>
<td>2 Rapid Data</td>
<td>1%</td>
<td>$480</td>
<td>Agency that processes employee payroll and W-2s.</td>
</tr>
<tr>
<td>3 Expert Subject Speakers (Various)</td>
<td>9%</td>
<td>$7,500</td>
<td>Expert Subject Speaker fees for the various General Education, Special Webinars and Hospital Network Collaborative events, the Special Advocacy Training events and the Documentary Viewing Events’ Panel Members - Ensuring Continuing Education Standards - CERPs, BRNs and CEUs</td>
</tr>
<tr>
<td>4 Office Equipment</td>
<td>3%</td>
<td>$2,232</td>
<td>Purchase a MacBook and case and a platform which can host webinars and teleconferences for both monthly General Education and Hospital Collaborative Meetings with the ability to serve more members as well as record educational sessions and trainings. We are currently using the Grant Project Coordinator’s personal MacBook. Purchase integrated website builder and email marketing service.</td>
</tr>
</tbody>
</table>
### FIRST 5 SAN BERNARDINO
#### PROGRAM BUDGET

**FISCAL YEAR:** 2020-2021

**ORGANIZATION:** Inland Empire Breastfeeding Coalition  
**DIRECTOR:** Laurie Haessly, MA, RDN, IBCLC  
**PROGRAM TITLE:** Promoting Breastfeeding through First 5 San Bernardino Program  
**PROGRAM DIRECTOR:** Mandy Lindberg, IBCLC  
**INITIATIVE:** Child Health  
**FINANCE OFFICER:** Laurie Haessly, MA, RDN, IBCLC  
**TOTAL BUDGET:** $85,544  
**FISCAL YEAR:** 2020-2021  
**RFP/CONTRACT #:** SI032A1

<table>
<thead>
<tr>
<th>Event(s):</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 General Education Sessions, 4 Hospital Network Collaborative Meetings, 2 Special Advocacy Trainings, 2 Documentary Viewings, 2 Community Resource Fairs, 2 Community Photo Sessions</td>
<td>$5,605</td>
<td>Food/snacks/drinks for 11 General Education Sessions, 4 Hospital Network Collaborative Meetings, 2 Special Advocacy Trainings, 2 Documentary Viewings, 2 Community Resource Fairs, 2 Community Photo Sessions</td>
</tr>
<tr>
<td>2 Community Documentary Viewings</td>
<td>$500</td>
<td>2 Community Documentary Viewings - documentary rentals and theater/location rentals</td>
</tr>
<tr>
<td>Total Services &amp; Supplies</td>
<td>$19,212</td>
<td>Communications, Marketing, Social Media Specialists Consultant(s) will work with us on an improved and more effective overarching marketing strategy (including a social media influence) for all of our proposed activities and for our IEBreastfeeding.org website. This campaign is a focused effort to increase visibility, membership, participation at events and to reach the Inland Empire as the Breastfeeding Resource Hub, connecting the community with the available breastfeeding education, assistance and support resources by geographic area. We will partner with San Bernardino County Department of Public Health WIC Program on the Community Resource Section. Photographer to conduct 2 community photo shoots to obtain photos for the Birth and Breastfeeding Affirmations posters/signs representing the diversity of our San Bernardino County families.</td>
</tr>
</tbody>
</table>

**III. FOOD**

<table>
<thead>
<tr>
<th>Event(s):</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Event(s):</td>
<td>$7,000</td>
<td>Food/snacks/drinks for 11 General Education Sessions, 4 Hospital Network Collaborative Meetings, 2 Special Advocacy Trainings, 2 Documentary Viewings, 2 Community Resource Fairs, 2 Community Photo Sessions</td>
</tr>
<tr>
<td>6 Community Documentary Viewings</td>
<td>$500</td>
<td>2 Community Documentary Viewings - documentary rentals and theater/location rentals</td>
</tr>
<tr>
<td>Total Services &amp; Supplies</td>
<td>$19,212</td>
<td>Communications, Marketing, Social Media Specialists Consultant(s) will work with us on an improved and more effective overarching marketing strategy (including a social media influence) for all of our proposed activities and for our IEBreastfeeding.org website. This campaign is a focused effort to increase visibility, membership, participation at events and to reach the Inland Empire as the Breastfeeding Resource Hub, connecting the community with the available breastfeeding education, assistance and support resources by geographic area. We will partner with San Bernardino County Department of Public Health WIC Program on the Community Resource Section. Photographer to conduct 2 community photo shoots to obtain photos for the Birth and Breastfeeding Affirmations posters/signs representing the diversity of our San Bernardino County families.</td>
</tr>
</tbody>
</table>
## First 5 San Bernardino Program Budget

**Fiscal Year:** 2020-2021

### Organization
- **Inland Empire Breastfeeding Coalition**

### Program Title
- **Promoting Breastfeeding through Child Health**

### Program Director
- **Mandy Lindberg, IBCLC**

### Program Year
- **2020-2021**

### Program Title
- **Promoting Breastfeeding through Child Health**

### Total Budget
- **$85,544**

### Initiative
- **Child Health**

### Director
- **Laurie Haessly, MA, RDN, IBCLC**

### Finance Officer
- **Laurie Haessly, MA, RDN, IBCLC**

### RFP/Contract #
- **SI032A1**

---

### IV. Travel

| Total Food | $5,605 |

### V. Subcontractors

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Purpose:</th>
<th>Total F5SB Budget</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anaheim and Sacramento</td>
<td>Anaheim: Grant Manager and Project Coordinator to attend the 2021 California Breastfeeding Summit (or similar event) to build collaboration and sharing power - January 2021; ~ Sacramento: 4 Scholarship awardees to attend the State Breastfeeding Advocacy Day (or similar event) activities (workshops and state legislator educational visits) - Date TBD</td>
<td>4,453</td>
<td>Anaheim: Summit Registration/Mileage/Hotel Parking/Hotel/Meals; Sacramento: Breastfeeding Advocacy Training Registration/Mileage/ONT Airport Parking/Flight ONT to SMF/Uber (RT SMF Airport to Hotel transportation/Hotel/Meals (The costs of the travel for each of the 4 attendees will be the Scholarship) OR SIMILAR EVENTS</td>
</tr>
</tbody>
</table>

### VI. Indirect Costs

<table>
<thead>
<tr>
<th>Percent:</th>
<th>Basis:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Indirect Costs

| Total Indirect Costs | - |

### Total First 5 Budget

| $85,544 |
First 5 San Bernardino
Strategic Priority Area: Child Health

FIRST 5 SAN BERNARDINO

Program Outline Document 2020-2021

AGENCY INFORMATION

Legal Entity: Inland Empire Breastfeeding Coalition

Dept./Division: 

Project Name: Promoting Breastfeeding Through Professional Mentorship

Address: P.O. Box 642
Riverside, CA 92502

Website: iebreastfeeding.org

Program Site Address: Community Action Partnership
2038 Iowa Ave. Suite B-101, Riverside CA 92502

Client Referral Phone #: 

No additional sites

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Tamika Simpson, MPH, IBCLC, CHES

Title: IEBfC Board Chair and Webmaster

Address: Inland Behavioral Health-WIC Program
665 North D Street
San Bernardino, CA 92401

E-Mail: TSimpson@ibhealth.org

DIRECTOR

Name: Sharlene Mracek, RN, IBCLC

Title: IEBfC Board member

Address: Inland Empire Breastfeeding Coalition
PO Box 642, Riverside, CA 92502

Fax #: 

E-Mail: sharlenern@gmail.com

PROGRAM CONTACT

Name: Pat Spier

Title: IEBfC Board Member

Address: PAC/LAC Regional Perinatal Programs
1010 N Central Ave. Glendale, CA 91202

Fax #: 844.332.4295

E-Mail: pspier@paclac.org
First 5 San Bernardino
Strategic Priority Area: Child Health

FISCAL CONTACT
Name: Laurie Hassley
Address: Inland Empire Breastfeeding Coalition
 PO Box 642 Riverside CA 92502
E-Mail: Laurie@iebreastfeeding.org
Title: IEBfC Board Member
Direct Phone #: 951.288.1920
Fax #: 

ADDITIONAL CONTACT (Describe): Program
Name: Diane Mejia
Address: 15028 Spruce Street
 Hesperia CA 92345
E-Mail: Dianemejia08@gmail.com
Title: IEBfC Board Member
Direct Phone #: 760.221.1022
Fax #: 

PROGRAM INFORMATION

□ Educational Institution Describe: Choose an item.
□ Government Agency Describe: Choose an item.
□ Private Entity/Institution Describe: Choose an item.
☒ Community-Based Describe: Non Profit

PROGRAM DESCRIPTION
The Inland Empire Breastfeeding Coalition (IEBfC) and its sub-committee IEBfC Hospital Network Collaborative will work to expand current evidence-based education interventions addressing the problem of low rates of breastfeeding in the Inland Empire through a more robust partnership of community members and healthcare professionals countywide.

SERVICE AREA (LOCATIONS)
Countywide

STRATEGIC PRIORITY AREA
CHILD HEALTH:
Children prenatal through age 5 and their families can access the full spectrum of health and behavioral health services needed to enhance their well-being.

Investment Area:

• Systems Level Efforts:
  Collaboration, Community Capacity Building and Workforce
• Supportive Strategies:
  Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts
**ASSIGNED ANALYST:**

Ronnie Robinson

### CONTRACT AMOUNT

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>2019-2020</td>
<td>$43,780</td>
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<tr>
<td>2020-2021</td>
<td>$85,544</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$129,324</strong></td>
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</table>