## Agenda: Children and Families Commission 03-2020

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

| Meeting date, time, and place | March 4, 2020  
|                             | 3:30 p.m. to 5:00 p.m.  
|                             | Commission Conference Center |
| Pledge of Allegiance | Chair or designee will lead the Pledge of Allegiance |
| SPECIAL PRESENTATION | None |

### Conflict of Interest Disclosure

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

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

### Report

- **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.
### Item No. | CONSENT
---|---
1 | Approve Minutes of October 30, 2019 Commission Meeting.  
(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2 | A. Ratify the approval (by the County of San Bernardino (County) Board of Supervisors on November 19, 2019) of the employment contracts between the County and the following individuals, effective November 23, 2019 through November 22, 2022:  
   - Deanna Mitchell as Office Assistant II, for the total annual cost of $44,685 ($29,182 Salary, $15,503 Benefits).  
   - Alejandro Gutierrez-Chavez as Staff Analyst II, for the total annual cost of $84,643 ($58,427 Salary, $26,216 Benefits).  
   - Merceides Logans as Staff Analyst II, for the total annual cost of $84,643 ($58,427 Salary, $26,216 Benefits).  
B. Ratify the approval of Amendment No. 1 (by the County Board of Supervisors on November 19, 2019) effective November 23, 2019, to the County Employment Contract with Ronald S. McGrath as Deputy Director of Systems and Impact, updating salary rate language at the current annual cost of $137,872 ($88,524 Salary, $49,348 Benefits), with no change to the contract term of August 3, 2019 through August 2, 2022.  
(Presenter: Karen E. Scott, Executive Director, 252-4252)
3 | Ratify the approval of Amendment No. 2 (by the County Board of Supervisors on January 28, 2020) to Employment Contract between the County and Tammy Jacobe, Office Assistant II, updating the hourly rate for an annual cost of $48,141 ($32,094 Salary, $16,047 Benefits), with no change to the contract term of September 29, 2015 through July 20, 2021.  
(Presenter: Karen E. Scott, Executive Director, 252-4252)
4 | Ratify the approval of Amendment No. 1 (by the County Board of Supervisors on February 11, 2020) to Employment Contract between the County and Tania Offerrall, Staff Analyst II, updating contract language to include Bilingual Compensation, for an annual cost of $98,173 ($65,944 Salary, $32,229 Benefits), with no change to the contract term of April 28, 2018 through April 27, 2021.  
(Presenter: Karen E. Scott, Executive Director, 252-4252)
5 | Ratify the approval (by the County Board of Supervisors on February 11, 2020) to Employment Contract between the County and Traci Homan to provide services to Children and Families Commission as a Business Support Manager, for the total estimated annual cost of $86,602 ($54,330 Salary, $32,272 Benefits), effective February 15, 2020 through February 14, 2023.  
(Presenter: Karen E. Scott, Executive Director, 252-4252)
6 | Ratify Assignment and Consent to Assignment of Contract IC036-A1 from Vavrinek, Trine, Day & Co., LLP (C) to Eide Bailly, LLP.  
(Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)

### Item No. | DISCUSSION
---|---
7 | Approve Amendment A6 to CFC 02-03 Contracting Authority Policy to amend policy language and authorize Executive Director to respond to funding opportunities, i.e., letters of intent and grant applications that align with First 5 San Bernardino’s Strategic Plan.  
(Presenter: Karen E. Scott, Executive Director, 252-4252)
8 | Elect Chair and Vice-Chair for the Children and Families Commission for San Bernardino County.  
(Presenter: Karen E. Scott, Executive Director, 252-4252)
9 | Elect Chair for the First 5 San Bernardino Advisory Committee.  
(Presenter: Karen E. Scott, Executive Director, 252-4252)

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.
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<tr>
<th>Item No.</th>
<th>INFORMATION</th>
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<tr>
<td>10</td>
<td>Approve Contract FS077 with The Place4Grace for $204,000 for Fiscal Years 2019-2021 for planning, expansion, and program implementation. (Presenter: Ronnie S. Robinson, Section Manager-Systems/Communication, 252-4255)</td>
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<tr>
<td>11</td>
<td>Approve Contract IC040 with Persimmony International, Inc. for $589,990 for Fiscal Years 2020-2023 for data collection and management. (Presenter: William Kariuki, Section Manager-Evaluation/Impact, 252-4260)</td>
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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, April 1, 2020**

3:30 p.m. to 5:00 p.m.
Call to order, Swearing In Ceremony and Convene Meeting to Closed Session

Chair Ohikhuare called the meeting to order at 3:09 p.m. New Commissioner Jorge E. Escalante was sworn in. Chair Ohikhuare then convened the meeting to the Closed Session.

Closed Session

Executive Conference Room

Conference with Legal Counsel - Existing Litigation (Government Code section 54956.9(d)(1))
Mary L. Jaquish v. County of San Bernardino, et al., San Bernardino Superior Court Case No. CIVDS1819993

Reconvene Regular Meeting

Chair Ohikhuare reconvened the regular meeting at 3:39 p.m. Chair Ohikhuare asked Legal Counsel whether she had anything to report out of Closed Session. Legal Counsel responded that there was nothing to report out of Closed Session.

Pledge of Allegiance

The Pledge of Allegiance was led by Chair Ohikhuare.

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 leave the meeting room during discussion and vote on the item.
Attendees

**Commissioners Present**
- Jorge E. Escalante
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- Elliot Weinstein, M.D.

**Staff Present**
- Karen Scott, Executive Director
- Cindy Faulkner, Assistant Director
- Scott McGrath, Deputy Director
- Debora Dickerson-Sims, Chief Financial Officer
- Staci Scranton, Business Support Manager
- Sophie Akins, Commission Counsel
- LuCretia Dowdy, Marketing Aide
- Renee Jones, Staff Analyst II
- Wendy Lee, Staff Analyst II
- Ronnie Robinson, Section Manager-Systems and Communication

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**Changes to the Agenda**

Agenda Item 2 is pulled and will be presented at a future meeting.

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**Report – Legislative**

Chekesha Gilliam

See attached legislative report.

1-2019 FSSB.pdf

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**Report – Executive Director, Karen Scott**

Ms. Scott welcomed Jorge Escalante to First 5 and looks forward to his contributions as a new Commissioner.

Ms. Scott announced Staci Scranton, Business Support Manager, will be leaving First 5 and joining the American Academy of Pediatrics as their coordinator for the Reach Out and Read program. She thanked Staci for her 10 years of service to First 5 and wished her well in her new position.

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**Consent**

Motion by Commissioner Weinstein and seconded by Commissioner Hill to approve the Consent Items.

With Commissioners Gonzales, Ovitt and Thomas absent and without further comment or objection, motion carried by unanimous vote.
<table>
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<tr>
<th>Item No.</th>
<th>CONSENT</th>
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| 1       | Approve Minutes of September 11, 2019 Commission Meeting.  
(Presenter: Ann M. Calkins, Executive Assistant 252-4252) |
| 2       | A. Approve employment contracts between the County of San Bernardino and  
Children and Families Commission with the following individuals, effective  
November 23, 2019 through November 22, 2022:  
a. Deanna Mitchell as Office Assistant II, for the total annual cost of $44,685  
($29,182 Salary, $15,503 Benefits).  
b. Alejandro Gutierrez-Chavez as Staff Analyst II, for the total annual cost of  
$84,643 ($58,427 Salary, $26,216 Benefits).  
c. Merceides Logans as Staff Analyst II, for the total annual cost of $84,643  
($58,427 Salary, $26,216 Benefits).  
B. Approve Amendment No. 1, effective November 23, 2019, to Employment  
Contract No. 19-501 with Ronald S. McGrath as Deputy Director of Systems and  
Impact, updating salary language with no change to the contract term of August  
3, 2019 through August 2, 2022 or the current annual cost of $137,872 ($88,524  
Salary, $49,348 Benefits).  
C. Authorize the Assistant Executive Officer of Human Services to execute  
amendments to extend the term of the contracts for a maximum of three  
successive one-year periods on behalf of the County, subject to County Counsel  
review.  
D. Direct the Assistant Executive Officer of Human Services to transmit all documents  
in relation to contract amendments to the Clerk of the Board of Supervisors within  
30 days of execution.  
(Presenter: Karen E. Scott, Executive Director, 252-4252) |
| 3       | Approve Commission Meeting Schedule for Calendar Year 2020  
(Presenter: Ann M. Calkins, Executive Assistant, 252-4252) |

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<th>Item No.</th>
<th>DISCUSSION</th>
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| 4       | Conduct Public Hearing for the Children and Families Commission for San Bernardino  
County's Annual Audit for Fiscal Year 2018-2019.  
(Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269) |
|         | Public Hearing conducted. No public comments presented on this item.  
Ms. Dickerson-Sims introduced David Showalter from Eide Bailly (formerly known as  
Vavrinek, Trine, Day and Co., LLP) who presented to the Commission the following finding.  
Correction action for the finding and target date for implementation is listed  
below:  
**Finding Number 2019-001: Salaries and Benefits Policies**  
**Criteria:** Per Health and Safety Code sections 130151(b)(8) and 130140 (d)(6),  
county commission must adopt, in a public hearing, policies and procedures for  
establishing salaries and benefits for its employees. The employees’ salaries and  
benefits policies must comply with those set forth in the commission policies or the  
county government policies. Additionally, per the First 5 San Bernardino Children and  
Families Commission’s (Commission) Salary and Benefit Policy 16-02 A1, the  
Commission, in cooperation with the San Bernardino County Director of Human  
Resources or designated representative, and the San Bernardino County Division  
Chief for Human Resources or designated representative, along with the  
Commission’s Appointing Authority (Assistant Executive Officer for Human Services), |
has the authority to recommend and approve new employee classes and structure, employee reclassifications, employee recruitment/retention salary adjustments for increased compensation in situations where such a need exists.

Such actions are subject to agreement by Human Resources and the Board of Commissioner’s review and approval.

**Condition:** The actual salaries and benefits paid for two employees were not consistent with the salaries and benefits policies adopted by the Commission. As a result, a total amount of $1,252 was over paid to these two employees during the fiscal year.

**Corrective Action:** The Commission will implement policies and procedures designed to ensure salary changes approved by the Commission Board are communicated to the County in a timely basis, and verify the changes for accuracy and completeness. The Commission will also periodically review salary rates reported through the County Payroll System and compare to Commission approved salaries for accuracy.

**Target Date for Implementation:** Immediate.

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<td>6</td>
<td>Approve Amendment A1 for Contract IC033 with Social Entrepreneurs, Inc., for an increase of $45,331 for Fiscal Years 2019-2021 for a cumulative total of $966,661 for Fiscal Years 2017-2021 to provide capacity building. (Presenter: Ronnie Robinson, Section Manager, Systems/Communication, 252-4255)  &lt;br&gt;<strong>Discussion</strong>  &lt;br&gt;None  &lt;br&gt;<strong>Public Comment</strong>  &lt;br&gt;None  &lt;br&gt;Motion made by Commissioner Hill and seconded by Commissioner Weinstein to approve Item 6. With Commissioners Gonzales, Ovitt and Thomas absent and without further comment or objection, motion carried by unanimous vote.</td>
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<td>7</td>
<td>Approve Contract SI032 with Inland Empire Breastfeeding Coalition (IEBC) for $43,780 for Fiscal Year 2019-2020 to improve breastfeeding rates within San Bernardino County. ( Presenter: Renee Jones, Staff Analyst II, 252-4273)  &lt;br&gt;<strong>Discussion</strong>  &lt;br&gt;Commissioner Hill asked how many non-baby friendly hospitals are in San Bernardino County. The answer was six. Are mothers aware of the IEBC when they leave the hospital and the importance of breastfeeding? If they are in a baby-friendly hospital, mothers are made aware of the coalition and are educated on the importance of breastfeeding. Laurie Hasley, IEBC Board Treasurer, came to the podium and explained there are 10 steps (policies and procedures) which need to be implemented within hospitals to be designated as &quot;baby-friendly&quot;, with certification every five years. 10 hospitals are currently baby-friendly. In the last two years, there has been discussion about the cost of the baby-friendly initiative through Baby Friendly USA, which is a part of the World Health Organization and the fair market cost they have to...</td>
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pay for baby formula. The State of California has passed a bill that all hospitals must be baby-friendly certified or baby friendly-like by 2025. There are 13 hospitals in San Bernardino County and most of them are in some path in meeting all the policies and procedures. The IEBC mission is to help hospitals keep their momentum going and not back out of being a baby-friendly institution. The goal is to build infrastructure (i.e., regular network meetings on a monthly basis with hospital staff) and get all 13 hospitals on board.

Dr. Weinstein concurred that becoming a baby-friendly hospital is a rigorous process and not just a simple ask. It involves participation by the nursing staff, physicians, pediatricians, and obstetricians. The physicians need to do their part of the training, as well.

**Public Comment**

None

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

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<th>8</th>
<th>Approve Family and Community Support and Partnerships-Expansion (FCSP-E) Request for Proposal (RFP) 19-02 for Fiscal Year 2020-2023 in an amount not to exceed $4 million per year and $12 million for the three year funding cycle. (Presenter: Dr. Wendy Lee, Staff Analyst II, 252-4254)</th>
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**Discussion**

Commissioner Hill asked about the steps to First 5’s review process. First 5 staff responded giving a description of the process which includes administrative review, internal and external review, fiscal review negotiations, executive review and final Commission approval.

**Public Comment**

None

Motion made by Commissioner Escalante and seconded by Commissioner Hill to approve Item 8. With Commissioners Gonzales, Ovitt and Thomas absent and without further comment or objection, motion carried by unanimous vote.

**Public Comment**

None

**Commissioner Roundtable**

Vice Chair Weinstein stated the Southern California Medical Museum has closed and is still actively seeking a new location (around 1500 sq. ft.) in the Inland Empire area after 37 years in existence. Dr. Weinstein stated the museum will continue to offer Boy Scout merit badges in Medicine. Once a new location is secured, Dr. Weinstein will notify the Commission and public.

Commissioner Escalante thanked the Commission for the opportunity to serve and looks forward to contributing to the First 5 mission.
Adjournment

Motion to adjourn by Commissioner Weinstein and seconded by Commissioner Escalante. With Commissioners Gonzales, Ovitt, and Thomas absent and without further comment or objection, motion carried by unanimous vote. Chair Ohikhuare adjourned the meeting at 4:36 p.m.

Next meeting at First 5 San Bernardino

Wednesday, January 8, 2020
3:30 p.m. to 5:00 p.m.

Attest

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Executive Assistant
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)

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<tr>
<th>Item No.</th>
<th>Contractor</th>
<th>Principals &amp; Agents</th>
<th>Subcontractors; Principals &amp; Agents</th>
<th>Commissioner Abstentions</th>
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<td>6</td>
<td>Eide Bailly, LLP</td>
<td>David Showalter Partner</td>
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<td>10</td>
<td>The Place4Grace</td>
<td>Karen McDaniel Executive Director</td>
<td>San Bernardino County Sheriff’s Department</td>
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<td>11</td>
<td>Persimmony International, Inc.</td>
<td>Michael Kogus President and CEO</td>
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AGENDA ITEM 2  
MARCH 4, 2020

Subject


Recommendations

A. Ratify the approval (by the County of San Bernardino (County) Board of Supervisors on November 19, 2019) of the employment contracts between the County and the following individuals, effective November 23, 2019 through November 22, 2022:
   a. Deanna Mitchell as Office Assistant II, for the total annual cost of $44,685 ($29,182 Salary, $15,503 Benefits).
   b. Alejandro Gutierrez-Chavez as Staff Analyst II, for the total annual cost of $84,643 ($58,427 Salary, $26,216 Benefits).
   c. Merceides Logans as Staff Analyst II, for the total annual cost of $84,643 ($58,427 Salary, $26,216 Benefits).

B. Ratify the approval of Amendment No. 1 (by the County Board of Supervisors on November 19, 2019) effective November 23, 2019, to the County Employment Contract with Ronald S. McGrath as Deputy Director of Systems and Impact, updating salary rate language at the current annual cost of $137,872 ($88,524 Salary, $49,348 Benefits), with no change to the contract term of August 3, 2019 through August 2, 2022.

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

Financial Impact

Approval of this item does not impact Discretionary General Funding (Net County Cost). The total annual cost of $68,868 is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2018-19 budget and will be included in future recommended budgets.

Background Information

The Commission has a vacancy for one Office Assistant II position which will provide front desk reception coverage, typing, filing and ordering office supplies. The Commission has two vacancies for Staff Analyst II positions which are responsible for oversight and monitoring of direct service contracts; performing research and analytic oversight; serving as the program representative, and representing the Commission at governmental and community meetings. The recommended employment contracts for the Office Assistant II and Staff Analyst II positions shall be effective November 23, 2019 and shall remain in effect through November 22, 2022, subject to the termination provisions of the contracts.

The recommended employment contract amendment with Ronald S. McGrath, Deputy Director of Systems and Impact, updates salary rate language; all other terms and conditions of the employment contract remain the same.

These employment contracts include termination language that either party may terminate the contracts at any time without cause upon 14 days prior written notice to the other party. The County may terminate the contracts immediately for just cause.

The Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The Commission collaborates with the community and child-serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children.
prenatal through age five and their families.

On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the contract require Human Services (HS) to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The contract has been amended several times to revise language regarding services or to add services provided by the County. The Commission fully reimburses the County for the cost of these services.

PROCUREMENT
At the request of the Commission, Human Resources provided a certification list of 58 eligible candidates for the Office Assistant II position. Twelve candidates were contacted and four candidates were interviewed from September 12, 2019 through September 13, 2019, by the Commission’s Business Support Manager and the Executive Assistant. Based on her education and experience, the Commission recommends an employment contract with Deanna Mitchell as an Office Assistant II at a starting salary of $14.03 per hour.

At the request of the Commission, Human Resources provided a certification list of eight eligible candidates to fill the Staff Analyst II positions. Five candidates were interviewed on August 14, 2019 by members of the Commission’s Executive Team. Based on their education and experience, the Commission recommends employment contracts with Alejandro Gutierrez-Chavez and Merceides Logans as Staff Analyst II at starting salaries of $28.09 per hour.

On July 23, 2019 (Item No. 20), as the result of a reorganization, the Board approved Employment Contract No. 19-501 with Ronald S. McGrath, Deputy Director of Systems and Impact, for a total estimated annual cost of $135,709, for the contract period August 3, 2019 through August 2, 2022. Since the approval date, the cost of living increase has been applied to the salary for a total annual cost of $137,872. The contract employee was previously vetted through the normal process for contract employees.

Review
This item has been reviewed by Human Resources (Mark DeBoer, Human Resources Division Chief, 387-5564) on October 28, 2019; County Counsel (Jamie Ryan, Deputy County Counsel, 387-5455) on October 30, 2019; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on October 30, 2019; Finance (John Hallen, Administrative Analyst, 388-0208) on October 31, 2019; and County Finance and Administration (Tanya Bratton, Deputy Executive Officer, 388-0332) on October 31, 2019.
### Report on Action as taken

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<td>Moved:</td>
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<td>Comments:</td>
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<td>Witnessed:</td>
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Human Services

Department Contract Representative: Karyn Baxter
Telephone Number: (909) 386-8369

Contractor: Alejandro Gutierrez-Chavez
Telephone Number: (909) 251-2860
Contract Term: November 23, 2019 to November 22, 2022

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center: 9033009900

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, County finds Alejandro Gutierrez-Chavez, hereinafter referred to as “Contractor”, has the skills and knowledge necessary to provide services for the Commission;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:
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II. CONFLICT OF INTEREST ......................................................................................................................................................... 4

III. TERM ..................................................................................................................................................................................... 4

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V. GENERAL PROVISIONS RELATING TO CONTRACTOR ..................................................................................................... 7

VI. REIMBURSEMENT AND INDEMNIFICATION .................................................................................................................. 8

VII. CONCLUSION .................................................................................................................................................................. 9
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Staff Analyst II, with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall work cooperatively with the staff of the Commission under the direction of a Deputy Director, performing a broad range of duties, including, but not limited to, the following:

A. Participates in and provides input to the Strategic Planning process.

B. Leads, trains, and coordinates with Staff Analysts and other support staff, the work to support the Commission’s systems investments, including those to Family Support, Early Care and Education and others.

C. Manages relationships with and deliverables from evaluation related consultants, including the development and approval of scopes of work, scheduling regular meetings and communications, and approval of all deliverable work products.

D. Manages and provides oversight to internal evaluation and communications work products such as internal program modifications and work plans; oversee and approve reports and media design for communications regarding impact of the Commission’s work.

E. Provides oversight of all aspects of evaluation frameworks from creation and implementation, including special projects developed to demonstrate impact or to assess needs in the community.

F. Serves as lead on day-to-day data integrity management and reporting including data reports to other entities such as the state First 5 Commission and other funding sources.

G. Serves as principal contact to assigned contracted service agencies; may serve as principal contact for non-contracted, collaborative, networking stakeholders.

H. Leads and trains other Staff Analysts and support staff on conducting procurements, contract/agreement negotiations and preparations, and administrative performance and compliance reviews; verifies and reports on adherence to internal and mandated policies and procedures relating to contracted service agencies and program performance; monitors and reports on the timely completion of contract and program requirements; provides regular reports to the Deputy Director of Systems and Impact on the progress of staff, systems, agencies, and outcomes.

I. Provides oversight and guidance to evaluation specific Staff Analysts for the development and implementation of goals, objectives, and strategies for engaging the community; developing and sustaining effective relationships with community-based organizations, public agencies, community leaders, elected officials, and other First 5 systems-stakeholders.

J. Trains staff on effective preparation of written and oral reports on performance and results of Commission program and systems-building efforts; trains staff and oversees appropriate communication between stakeholders; provides oversight of program modification approvals; provides regular reports to the Deputy Director of Systems and Impact on the progress of staff, systems, agencies, and outcomes.

K. Represents Commission at various governmental and legislative convening’s; participates in appropriate state and local level workgroups addressing issues of children and families including poverty, health care, oral health care, developmental screening, early care and education, and childhood mental health based on evaluation of impacts and leads coordination of appropriate response and communication of information.

L. Provides presentations on systems being developed and supported by the Commission; explains systems-building, networking, program goals, and objectives on an individual or group basis for informational, coordination, and training purposes.

M. Trains staff on the effective promotion of partnerships and communicating information both internally and externally, provides regular reports to the Deputy Director of Systems and Impact on the progress of staff, systems, partnerships, and outcomes.
N. Trains staff and oversees the activity of resolving issues and problems with appropriate solutions; provides regular reports to the Deputy Director of Systems and Impact on such activities.

O. Leads the conducting of negotiations; leads the preparation of scopes of work/work plans, memorandums of understanding, and other agreements to provide required services and support systems activities; leads and/or prepares amendments; coordinates reviews and approvals; prepares Commission agenda items.

P. Develops and trains staff on contract monitoring procedures and forms; leads and/or conducts monitoring of contracts and other agreements for compliance with contract provisions; leads and/or conducts site visits; monitors actual program performance in relation to projected performance to ensure that program objectives are met; develops and monitors implementation of corrective actions as required; provides regular reports to the Deputy Director of Systems and Impact on such activities.

Q. Trains Staff Analysts to, and assists contracted agencies in, developing evaluation methodologies, including tools, to measure outcomes; trains staff and other stakeholders on understanding and effectively maximizing and utilizing data and data systems; trains Staff Analysts and other support staff to effectively maintain records, files, and data.

R. Provides systems related status and other informative reports to management and appropriate staff and agencies in a timely manner.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This Contract shall be effective November 23, 2019 and shall remain in effect through November 22, 2022, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this contract for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County’s Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE
Contractor shall be compensated for services at a rate of $28.09 per hour, which is equivalent to Step 1 of Range 56 of the September 14, 2019 salary schedule for employees in the Administrative Services Unit. Contractor shall not exceed forty (40) hours per workweek unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Administrative Services Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

B. **OVERTIME**

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. **LEAVE PROVISIONS**

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item P in this Section for processing of leave balances upon termination of this Contract.

D. **MEDICAL AND DENTAL COVERAGE**

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Administrative Services Unit. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

E. **VISION CARE INSURANCE**

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Administrative Services Unit.

F. **LIFE INSURANCE**

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Administrative Services Unit. County-paid life insurance will become effective and continue for each pay period in which Contractor is paid for one-half plus one of their regularly scheduled hours. For pay periods in which Contractor does not meet the paid hours' requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. **ACCIDENTAL DEATH AND DISMEMBERMENT**
Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

H. EXPENSE REIMBURSEMENT
Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

I. RETIREMENT PLAN
If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees’ Pension Reform Act of 2013 (Gov’t Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees’ Retirement Association.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee’s Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County’s PST Deferred Compensation Retirement Plan.

J. RETIREMENT MEDICAL TRUST (“Trust”)
Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item P in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. SALARY SAVINGS PLAN
Contractor shall be eligible to participate in the County’s 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT
Contractor shall be eligible to participate in the County’s DCAP and FSA Plans in the same manner as employees in the Administrative Services Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

M. LEGALLY REQUIRED BENEFITS
Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

N. SHORT TERM DISABILITY
Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

O. SERVICE AND EFFECT ON BENEFITS
If contractor was a County contract employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation in County
employment for purposes of determining eligibility for level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus, Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

P. **BENEFITS UPON TERMINATION OF CONTRACT**

**Contractor Separated from County Service**

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

**Contractor to Regular County Employment**

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in “Contractor Separated from County Service” above.

**Contractor to New Contract Position**

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over will be distributed as outlined in “Contractor Separated from County Service” above.

V. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. **TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Executive Director, or designee. The Executive Director, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than forty (40) hours per workweek without prior approval from the Executive Director, or his/her designee. The Executive Director shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within any given work period.

B. **CLASSIFICATION**

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any
jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County’s and the Commission’s standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS’ COMPENSATION AND LIABILITY COVERAGES

Contractor shall be covered by the County’s Workers’ Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County’s Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver’s license at all times during the performance of duties under this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
1. Fifteen thousand dollars ($15,000) for single injury or death;
2. Thirty thousand dollars ($30,000) for multiple injury or death;
3. Five thousand dollars ($5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County’s Center for Employee Health and Wellness before employment commences. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

F. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VI. REIMBURSEMENT AND INDEMNIFICATION

A. The Commission agrees to reimburse the County for total compensation cost of the employee.

B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County’s provision of the contracted personnel to the Commission.
VII. CONCLUSION

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor’s rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

By ____________________________
Curt Hagman, Chairman, Board of Supervisors

Dated: __________________________

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By ____________________________
Deputy

By ____________________________
Authorized signature - sign in blue ink

Name Alejandro Gutierrez-Chavez
(Print or type name of person signing contract)

Title Staff Analyst II
(Print or Type)

Dated: __________________________

Address __________________________
Address on file __________________________

Approved as to Legal Form

By ____________________________
Jamie Ryan, Deputy County Counsel

Date ____________________________

Reviewed by Contract Compliance

By ____________________________
Jennifer Mulhall-Daudel, Contracts Unit

Date ____________________________

Presented to BOS for Signature

By ____________________________
CaSonya Thomas, Assistant Executive Officer for Human Services

Date ____________________________
IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, County finds Deanna Mitchell, hereinafter referred to as “Contractor”, has the skills and knowledge necessary to provide services for the Commission;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:
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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an Office Assistant II, with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall work cooperatively with the staff of the Commission under the direction of the Business Support Manager, performing a broad range of duties, including, but not limited to, the following:

A. Collect, enter, process, sort, and tabulate information according to departmental process and procedure which may involve a wide range of research, decision-making, and discretion.

B. Answer telephones, take and relay messages, and receive visitors.

C. Provide general information, instruction, and assistance regarding programs and services to the public and other employees; answer questions regarding specific departmental procedures and practices; provide information over the telephone and make appointments.

D. Prepare/compile letters, memoranda, reports, file narratives, invoices, statements, warrant requests, charts, tables, claims, bills, payment vouchers, receipts, lists, schedules, appointments, supply orders, notices and statistical data, and other documents related to the area assigned.

E. Request and accept records and other information from a variety of sources; input and maintain data into various database programs; post information from various reports and documents to appropriate records; audit and verify documents and other records for a variety of purposes to include accuracy, legality, and consistency.

F. Operate a variety of office equipment such as computer terminals, calculators, fax machines, information and image management systems, copiers, sorters, viewers, and other office machines to enter and retrieve data, produce and/or process materials to include correspondence, memoranda, reports, numeric data, requisitions, tabulations, and statements.

G. Maintain manual and computerized alphabetical, numerical or subject matter files; sort and file correspondence, bills, invoices, requisitions, demands, contracts, permits, applications, work orders, purchase orders, inter-office memoranda, and a wide variety of other documents, records and similar media; pull material from files; purge files as needed or scheduled.

H. Receive and issue receipts for any fees and cash payments.

I. Make mathematical calculations; assemble, tabulate, compare financial and other data; compile a variety of data to include statements, claims, reports, and payroll data when needed.

J. Schedule appointments and meetings for individuals and groups; notify attendees and prepare meeting material(s); make arrangements for room set-up and refreshments if required; and record meeting results.

K. Assist in the training of other staff members as needed.

L. Store and distribute office supplies; keep a record of supplies needed, received, and issued; compare bills and invoices against order sheets or purchase orders and against receiving records; confer with vendors; order a variety of supplies, including community engagement supplies; equipment, and other items; log, check, and record the receipt and delivery of various purchases while maintaining the inventory.

M. Prepare, compose, type, or assemble information into proper form from outlined instructions or established procedures, including letters, forms, records, and reports from rough drafts, marginal notes or verbal instructions; type bills, vouchers, receipts, lists, schedules, orders, notices, and statistical data.

N. Transcribe a wide variety of dictation; file documents with the appropriate agency; maintain records in files or calendar books in accordance with departmental policies and procedures.

O. Receive, sort and distribute mail.

P. Perform other special projects and duties as assigned.

Q. Provide vacation and temporary relief as required.
II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County’s Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This Contract shall be effective November 23, 2019 and shall remain in effect through November 22, 2022, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this contract for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County’s Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of $14.03 per hour, which is equivalent to Step 1 of Range 27A of the September 14, 2019 salary schedule for employees in the Clerical Unit. Contractor shall not to exceed forty (40) hours per workweek unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Clerical Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor’s regular rate of pay.
In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor’s regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. **LEAVE PROVISIONS**

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Clerical Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item P in this Section for processing of leave balances upon termination of this Contract.

D. **MEDICAL AND DENTAL COVERAGE**

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Clerical Unit. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

E. **VISION CARE INSURANCE**

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Clerical Unit.

F. **LIFE INSURANCE**

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Clerical Unit. County-paid life insurance will become effective and continue for each pay period in which Contractor is paid for one-half plus one of their regularly scheduled hours. For pay periods in which Contractor does not meet the paid hours’ requirement, Contractor shall have the option of continuing life insurance coverage at Contractor’s expense.

G. **ACCIDENTAL DEATH AND DISMEMBERMENT**

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Clerical Unit.

H. **EXPENSE REIMBURSEMENT**

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Clerical Unit.

I. **RETIREMENT PLAN**

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County’s general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees’ Pension Reform Act of 2013 (Gov’t Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees’ Retirement Association.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee’s Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County’s PST Deferred Compensation Retirement Plan.
J. RETIREMENT MEDICAL TRUST ("Trust")
Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Clerical Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item P in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. SALARY SAVINGS PLAN
Contractor shall be eligible to participate in the County’s 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT
Contractor shall be eligible to participate in the County’s DCAP and FSA Plans in the same manner as employees in the Clerical Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

M. LEGALLY REQUIRED BENEFITS
Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

N. SHORT TERM DISABILITY
Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Clerical Unit.

O. SERVICE AND EFFECT ON BENEFITS
If contractor was a County contract employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation in County employment for purposes of determining eligibility for level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus, Contractor’s rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor’s retirement contribution rate is based on the date Contractor began participating in the County’s general employee retirement system.

P. BENEFITS UPON TERMINATION OF CONTRACT
Contractor Separated from County Service
Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Clerical Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment
In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County
position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in “Contractor Separated from County Service” above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over will be distributed as outlined in “Contractor Separated from County Service” above.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor’s standard tour of duty (regularly scheduled workweek) shall be established by the Executive Director, or designee. The Executive Director, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than forty (40) hours per workweek without prior approval from the Executive Director, or his/her designee. The Executive Director shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor’s actual time worked does not exceed forty (40) hours within any given work period.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County’s and the Commission’s standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS’ COMPENSATION AND LIABILITY COVERAGE

Contractor shall be covered by the County’s Workers’ Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County’s Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

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Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor’s driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
1. Fifteen thousand dollars ($15,000) for single injury or death;
2. Thirty thousand dollars ($30,000) for multiple injury or death;
3. Five thousand dollars ($5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness before employment commences. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

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Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VI. REIMBURSEMENT AND INDEMNIFICATION

A. The Commission agrees to reimburse the County for total compensation cost of the employee.

B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.
VII. CONCLUSION

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor’s rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

By Curt Hagman, Chairman, Board of Supervisors
Dated: ____________________________

(Signed and certified that a copy of this document has been delivered to the Chairman of the Board)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By __________________________________________
Deputy

By __________________________________________
Authorized signature - sign in blue ink

Deanna Mitchell
Office Assistant II

(Print or type name of person signing contract)

Dated: ____________________________

(Print or type)

Address ____________________________
Address on file ____________________________

Approved as to Legal Form

By Jamie Ryan, Deputy County Counsel
Date ____________________________

Reviewed by Contract Compliance

By Jennifer Mulhall-Daudel, Contracts Unit
Date ____________________________

Presented to BOS for Signature

By CaSonya Thomas, Assistant Executive Officer for Human Services
Date ____________________________
**Human Services**

<table>
<thead>
<tr>
<th>Department Contract Representative</th>
<th>Karyn Baxter</th>
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<tbody>
<tr>
<td>Telephone Number</td>
<td>(909) 386-8369</td>
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<table>
<thead>
<tr>
<th>Contractor</th>
<th>Merceides Logans</th>
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<tr>
<td>Telephone Number</td>
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</tr>
<tr>
<td>Cost Center</td>
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</tbody>
</table>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

**WHEREAS**, County finds Merceides Logans, hereinafter referred to as “Contractor”, has the skills and knowledge necessary to provide services for the Commission;

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:
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<td>VII.</td>
<td>CONCLUSION</td>
<td>9</td>
</tr>
</tbody>
</table>
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Staff Analyst II, with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall work cooperatively with the staff of the Commission under the direction of a Deputy Director, performing a broad range of duties, including, but not limited to, the following:

A. Participates in and provides input to the Strategic Planning process.

B. Leads, trains, and coordinates with Staff Analysts and other support staff, the work to support the Commission’s systems investments, including those to Family Support, Early Care and Education and others.

C. Manages relationships with and deliverables from evaluation related consultants, including the development and approval of scopes of work, scheduling regular meetings and communications, and approval of all deliverable work products.

D. Manages and provides oversight to internal evaluation and communications work products such as internal program modifications and work plans; oversee and approve reports and media design for communications regarding impact of the Commission’s work.

E. Provides oversight of all aspects of evaluation frameworks from creation and implementation, including special projects developed to demonstrate impact or to assess needs in the community.

F. Serves as lead on day-to-day data integrity management and reporting including data reports to other entities such as the state First 5 Commission and other funding sources.

G. Serves as principal contact to assigned contracted service agencies; may serve as principal contact for non-contracted, collaborative, networking stakeholders.

H. Leads and trains other Staff Analysts and support staff on conducting procurements, contract/agreement negotiations and preparations, and administrative performance and compliance reviews; verifies and reports on adherence to internal and mandated policies and procedures relating to contracted service agencies and program performance; monitors and reports on the timely completion of contract and program requirements; provides regular reports to the Deputy Director of Systems and Impact on the progress of staff, systems, agencies, and outcomes.

I. Provides oversight and guidance to evaluation specific Staff Analysts for the development and implementation of goals, objectives, and strategies for engaging the community; developing and sustaining effective relationships with community-based organizations, public agencies, community leaders, elected officials, and other First 5 systems-stakeholders.

J. Trains staff on effective preparation of written and oral reports on performance and results of Commission program and systems-building efforts; trains staff and oversees appropriate communication between stakeholders; provides oversight of program modification approvals; provides regular reports to the Deputy Director of Systems and Impact on the progress of staff, systems, agencies, and outcomes.

K. Represents Commission at various governmental and legislative convening’s; participates in appropriate state and local level workgroups addressing issues of children and families including poverty, health care, oral health care, developmental screening, early care and education, and childhood mental health based on evaluation of impacts and leads coordination of appropriate response and communication of information.

L. Provides presentations on systems being developed and supported by the Commission; explains systems-building, networking, program goals, and objectives on an individual or group basis for informational, coordination, and training purposes.

M. Trains staff on the effective promotion of partnerships and communicating information both internally and externally, provides regular reports to the Deputy Director of Systems and Impact on the progress of staff, systems, partnerships, and outcomes.
N. Trains staff and oversees the activity of resolving issues and problems with appropriate solutions; provides regular reports to the Deputy Director of Systems and Impact on such activities.

O. Leads the conducting of negotiations; leads the preparation of scopes of work/work plans, memorandums of understanding, and other agreements to provide required services and support systems activities; leads and/or prepares amendments; coordinates reviews and approvals; prepares Commission agenda items.

P. Develops and trains staff on contract monitoring procedures and forms; leads and/or conducts monitoring of contracts and other agreements for compliance with contract provisions; leads and/or conducts site visits; monitors actual program performance in relation to projected performance to ensure that program objectives are met; develops and monitors implementation of corrective actions as required; provides regular reports to the Deputy Director of Systems and Impact on such activities.

Q. Trains Staff Analysts to, and assists contracted agencies in, developing evaluation methodologies, including tools, to measure outcomes; trains staff and other stakeholders on understanding and effectively maximizing and utilizing data and data systems; trains Staff Analysts and other support staff to effectively maintain records, files, and data.

R. Provides systems related status and other informative reports to management and appropriate staff and agencies in a timely manner.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County’s Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This Contract shall be effective November 23, 2019 and shall remain in effect through November 22, 2022, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this contract for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County’s Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of $28.09 per hour, which is equivalent to Step 1 of Range 56 of the September 14, 2019 salary schedule for employees in the Administrative
Services Unit. Contractor shall not to exceed forty (40) hours per workweek unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Administrative Services Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item P in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Administrative Services Unit. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

E. VISION CARE INSURANCE

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Administrative Services Unit.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Administrative Services Unit. County-paid life insurance will become effective and continue for each pay period in which Contractor is paid for one-half plus one of their regularly scheduled hours. For pay periods in which Contractor does not meet the paid hours' requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. ACCIDENTAL DEATH AND DISMEMBERMENT
Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

H. **EXPENSE REIMBURSEMENT**

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

I. **RETIREMENT PLAN**

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County’s general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees’ Pension Reform Act of 2013 (Gov’t Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees’ Retirement Association.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee’s Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County’s PST Deferred Compensation Retirement Plan.

J. **RETIREMENT MEDICAL TRUST (“Trust”)**

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item P in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. **SALARY SAVINGS PLAN**

Contractor shall be eligible to participate in the County’s 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

L. **DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT**

Contractor shall be eligible to participate in the County’s DCAP and FSA Plans in the same manner as employees in the Administrative Services Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

M. **LEGALLY REQUIRED BENEFITS**

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

N. **SHORT TERM DISABILITY**

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

O. **SERVICE AND EFFECT ON BENEFITS**

If contractor was a County contract employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation in County...
employment for purposes of determining eligibility for level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus, Contractor’s rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor’s retirement contribution rate is based on the date Contractor began participating in the County’s general employee retirement system.

P. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in “Contractor Separated from County Service” above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over will be distributed as outlined in “Contractor Separated from County Service” above.

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Contractor’s standard tour of duty (regularly scheduled workweek) shall be established by the Executive Director, or designee. The Executive Director, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than forty (40) hours per workweek without prior approval from the Executive Director, or his/her designee. The Executive Director shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor’s actual time worked does not exceed forty (40) hours within any given work period.

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Contractor shall be covered by the County’s Workers’ Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County’s Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

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If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver’s license at all times during the performance of duties under this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor’s driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

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2. Thirty thousand dollars ($30,000) for multiple injury or death;
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VI. REIMBURSEMENT AND INDEMNIFICATION

A. The Commission agrees to reimburse the County for total compensation cost of the employee.

B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County’s provision of the contracted personnel to the Commission.

VII. CONCLUSION

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor’s rights and obligations of the parties, including all covenants, conditions, and benefits.
IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:
It is hereby agreed to amend Contract No. 19-501, effective November 23, 2019, as follows:

SECTION IV. COMPENSATION OF CONTRACTOR – Paragraph A is amended to read as follows:

A. SALARY RATE
Contractor shall be compensated for services at a rate of $42.56 per hour, which is equivalent to Step 9 of Range 65 of the September 14, 2019 salary schedule for employees in the Management Unit. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Management Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.
All other terms and conditions of Contract No. 19-501 remain in full force and effect.

COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, Board of Supervisors

Dated: ____________________________

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By ____________________________
Deputy

By ____________________________ (Authorized signature - sign in blue ink)

Name Ronald Scott McGrath (Print or type name of person signing contract)

Title Deputy Director of Systems and Impact (Print or Type)

Dated: ____________________________

Address ____________________________
Address on file

FOR COUNTY USE ONLY

Approved as to Legal Form

Jamie Ryan, Deputy County Counsel

Reviewed for Contract Compliance

Jennifer Mulhall-Daudel, Contracts Unit

Presented to BOS for Signature

CaSonya Thomas, Assistant Executive Officer of Human Services

Date ____________________________ Date ____________________________ Date ____________________________

Revised 7/15/19
Subject

Employment Contract Amendment: Tammy Jacobe

Recommendations

Ratify the approval of Amendment No. 2 (by the County Board of Supervisors on January 28, 2020) to Employment Contract between the County and Tammy Jacobe, Office Assistant II, updating the hourly rate for an annual cost of $48,141 ($32,094 Salary, $16,047 Benefits), with no change to the contract term of September 29, 2015 through July 20, 2021.

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

Financial Impact

Approval of this item does not impact Discretionary General Funding (Net County Cost). The estimated annual cost of $48,141 is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2019-20 budget and will be included in future recommended budgets.

Background Information

The Commission is recommending an amendment to the employment contract with Tammy Jacobe to update the Salary Range from 27 to Range 27A, to align with the July 21, 2019 salary schedule.

The Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The Commission collaborates with the community and child-serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families.

On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the contract require Human Services (HS) to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The contract has been amended several times to revise language regarding services or to add services provided by the County. The Commission fully reimburses the County for the cost of these services.

PROCUREMENT

A procurement was not performed at this time as this is a current contract employee and the contract is presented solely to update the contract language regarding the salary schedule.

On September 15, 2015 (Item No. 26), the Board approved Contract No. 15-682 between the Commission and Tammy Jacobe, Office Assistant II, for a total annual cost of $41,340 for the contract period of September 29, 2015 through September 18, 2018.

On July 24, 2018 (Item No. 20), the Board approved Amendment No. 1, effective July 21, 2018, to Contract No. 15-682, total annual cost from $41,340 to $44,819, and extending the contract term through July 20, 2021. Approval of the
recommended amendment will update the salary range from R27 ($14.19) to R27A ($15.43), with no change to the contract period.

Review

This item has been reviewed by Human Resources (Mark DeBoer, Assistant Director of Human Resources, 387-5570) on December 12, 2019; County Counsel (Cynthia O’Neill, Supervising Deputy County Counsel, 387-5455) on December 12, 2019; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on December 18, 2019; Finance (John Hallen, Administrative Analyst, 388-0208) on December 20, 2019; and County Finance and Administration (Tanya Bratton, Deputy Executive Officer, 388-0332) on January 8, 2020.

Report on Action as taken

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<th>Action:</th>
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# Human Services

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<tr>
<th>Department Contract Representative</th>
<th>Karyn Baxter</th>
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<tbody>
<tr>
<td>Telephone Number</td>
<td>(909)386-8369</td>
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<tr>
<th>Contractor</th>
<th>Tammy Jacob</th>
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<td>Contract Term</td>
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**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 2:**

It is hereby agreed to amend Contract No. 15-682, effective February 1, 2020, as follows:

**SECTION IV. COMPENSATION OF CONTRACTOR, Paragraph A** is amended to read as follows:

**A. SALARY RATE**

Contractor shall be compensated for services at a rate of $15.43 per hour, which is equivalent to Step 5, Range 27A, of the September 14, 2019 salary schedule for employees in the Clerical Unit. Contractor shall not exceed forty (40) hours per workweek unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Clerical Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.
All other terms and conditions of Contract No. 15-682 remain in full force and effect.

COUNTY OF SAN BERNARDINO

By ➤
Curt Hagman, Chairman, Board of Supervisors

Dated: ____________________________
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By ➤
Deputy

By ➤
Name: Tammy Jacobe
Title: Office Assistant II

Dated: ____________________________
Address: Address on file

FOR COUNTY USE ONLY

Approved as to Legal Form
Cynthia O’Neill, Supervising Deputy County Counsel
Date: ____________________________

Reviewed for Contract Compliance
Jennifer Mulhall-Daudel, Contracts Unit
Date: ____________________________

Presented to BOS for Signature
CaSonya Thomas, Assistant Executive Officer – Human Services
Date: ____________________________
<table>
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<tr>
<th><strong>Subject</strong></th>
<th>Employment Contract Amendment: Tania Offerrall</th>
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<tr>
<td><strong>Recommendations</strong></td>
<td>Ratify the approval of Amendment No. 1 (by the County Board of Supervisors on February 11, 2020) to Employment Contract between the County and Tania Offerrall, Staff Analyst II, updating contract language to include Bilingual Compensation, for an annual cost of $98,173 ($65,944 Salary, $32,229 Benefits), with no change to the contract term of April 28, 2018 through April 27, 2021. (Presenter: Karen E. Scott, Executive Director, 252-4252)</td>
</tr>
<tr>
<td><strong>Financial Impact</strong></td>
<td>Approval of this item does not impact Discretionary General Funding (Net County Cost). The estimated annual cost of $98,173, which includes the bilingual pay, is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2019-20 budget and will be included in future recommended budgets.</td>
</tr>
<tr>
<td><strong>Background Information</strong></td>
<td>The Commission is recommending an amendment to the employment contract with Tania Offerrall to add Bilingual Compensation language to the contract to further assist customers in need of this service. The Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The Commission collaborates with the community and child-serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families. On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the contract require Human Services (HS) to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The contract has been amended several times to revise language regarding services or to add services provided by the County. The Commission fully reimburses the County for the cost of these services.</td>
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<tr>
<td><strong>PROCUREMENT</strong></td>
<td>A procurement was not performed at this time as this is a current contract employee and the contract is presented solely to update the compensation language of the contract. On April 17, 2018 (Item No. 24), the Board approved Contract No. 18-171, between the Commission and Tania Offerrall, Staff Analyst II, effective April 28, 2018, for a total annual cost of $85,347. Approval of the recommended amendment will update compensation language to add bilingual compensation language, with no change to the contract period.</td>
</tr>
<tr>
<td><strong>Review</strong></td>
<td>This item has been reviewed by Human Resources (Mark DeBoer, Assistant Director of Human Resources, 387-5570) on January 27, 2020; County Counsel (Cynthia O’Neill, Supervising Deputy County Counsel, 387- 5455) on January 27, 2020; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on January 22, 2020; Finance (John Hallen, Administrative Analyst, 388-0241) on January 22, 2020.</td>
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Report on Action as taken

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IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

It is hereby agreed to amend Contract No. 18-171, effective February 15, 2020, as follows:

SECTION IV. COMPENSATION OF CONTRACTOR, Paragraph P is added as follows:

P. BILINGUAL COMPENSATION

If Contractor is in a position which requires bilingual translation involving the use of English and a second language as part of their regular duties, Contractor shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Contractors in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. Competency Certification is solely determined and administered by Human Resources to be eligible for compensation. Competency Certification is solely determined and administered by Human Resources. Level 1 – verbal skill level is compensable at fifty dollars ($50.00) per pay period. Level 2 – written skill level compensable at fifty-five ($55.00) per pay period.
All other terms and conditions of Contract No. 18-171 remain in full force and effect.
AGENDA ITEM 5  
MARCH 4, 2020

Subject: Employment Contract Amendment: Traci Homan

Recommendations: Ratify the approval (by the County Board of Supervisors on February 11, 2020) to Employment Contract between County and Traci Homan to provide services to Children and Families Commission as a Business Support Manager, for the total estimated annual cost of $86,602 ($54,330 Salary, $32,272 Benefits), effective February 15, 2020 through February 14, 2023.

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

Financial Impact: Approval of this item does not impact Discretionary General Funding (Net County Cost). The estimated annual cost of the employment contract is $86,602, and is reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2019-20 budget and will be included in future recommended budgets.

Background Information: The Business Support Manager position will maintain the internal business technology infrastructure; manage the administrative needs of the systems, programs and Community Engagement Teams; oversee the Commission’s Emergency Services planning; and supervise the work of assigned support staff. The employment contract shall be effective February 15, 2020 through February 14, 2023, subject to the termination provisions of the contract.

The Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The Commission collaborates with the community and child-serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five, and their families.

On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the contract require Human Services (HS) to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The contract has been amended several times to revise language regarding services or to add services provided by the County. The Commission fully reimburses the County for the cost of these services.

PROCUREMENT: Not applicable.

Review: This item has been reviewed by County Counsel (Cynthia O’Neill, Supervising Deputy County Counsel, 387-5455) on February 5, 2020; Human Resources (Mark DeBoer, Assistant Director of Human Resources, 387-5570) on February 5, 2020; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on February 5, 2020; Finance (John Hallen, Administrative Analyst, 388-0208) on February 5, 2020; and County Finance and Administration (Tanya Bratton, Deputy Executive Officer, 388-0332) on February 6, 2020.

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IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, Contractor has the skills and knowledge necessary to provide services for the Commission;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:
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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Supervising Office Assistant, under the working title of “Business Support Manager” with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall work cooperatively with the staff of the Commission under the direction of a Deputy Director, performing a broad range of duties, including, but not limited to, the following:

A. Maintain the department’s internal business technology infrastructure through support and/or coordination of vendors/County; analyzes need and recommends new products.

B. Manage the Administrative needs of the Systems/Programs and Community Engagement Teams; provide leadership and coordination to department administrative work needs; participate in or provide input to agency strategic planning process; delegate and oversee all work requests sent to the administrative support team, monitor agency wide upcoming program work to project needs for additional administrative support, coordinate administrative support for agency projects; develop and maintain relationships with contracted agencies, community partners and stakeholders as needed.

C. Oversee and manage department’s facility and space needs; manage day-to-day building maintenance and repair needs and issues; arrange for and oversee all building maintenance services and contracts; oversee space allocation and assignment issues, including storage needs; plan for and coordinate general office maintenance including workroom, kitchen, Commission conference center, technology center, and other common areas; arrange for other supplies, services, signage, and/or equipment as needed; develop and maintain relationships with contracted agencies, community partners and stakeholders as needed.

D. Oversee the department’s Emergency Services planning; coordinate and manage all activities related to safety and safety protocols, safety team, safety training, coordinated drills, and communication with County Safety/Office of Emergency Services.

E. Supervise the work of assigned support staff; evaluate work performance; prepare and sign performance evaluations; participate in personnel decisions, including hiring and disciplinary actions; assist in resolving employee grievances; approve leave requests.

F. Plan, organize, schedule, and assign the day-to-day clerical support operations of the office; establish work sequence, priorities, deadlines, and work standards; estimate supply, staff, and equipment requirements.

G. Identify training needs and plan training programs; develop training curricula and prepare training materials.

H. Review work products prepared and processed by unit/section for accuracy and compliance with County policy.

I. Assist in developing, revising, and implementing new or revised procedures, forms, and office systems; coordinate clerical services with other departmental operations.

J. Maintain records of workload and personnel information; prepare operational, narrative, and statistical reports; perform confidential typing and file maintenance.

K. Research data, laws, regulations, and policies, and explain and interpret same to the public, employees, supervisors, and others; handle unusual or difficult problems referred by subordinates.

L. Operate computer, applicable software, and a variety of other office machines; enter and retrieve a variety of data.

M. Compose correspondence, and compile information for reports, budget justifications, special projects, and studies; prepare manuals on office procedures and instruct clerical staff in their use.

N. Supervise the preparation of narrative, statistical, legal, and other reports, forms or correspondence.
O. Set up and maintain indexing and filing systems, record keeping procedures, systems, and office procedures; direct the storing, retrieving, and purging of information in automated or manual filing systems.

P. Perform mathematical calculations; compute statistics, receive, and issue receipts for cash; prepare purchase orders and requisitions; check and maintain appropriate records.

Q. Review the preparation of, or processing of a variety of complex documents, calendars, legal orders, forms, correspondence, and other material; function as an authoritative source of information on regulations, rules, department policy, and guidelines; update knowledge through reading, training, meetings, or briefings.

R. Serve as the authoritative source of information on the intent, coverage, and content of instructions, guides, precedents, and regulations.

S. Conduct special studies relating to the development and implementation of office clerical operations, policies, and procedures.

T. Perform other special projects and duties as assigned.

U. Provide vacation coverage and temporary relief as required.

V. Travel throughout the County as required.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County’s Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This Contract shall be effective February 15, 2020 and shall remain in effect through February 14, 2023, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County’s Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of $26.12 per hour, which is equivalent to Step 14 of Range 40 of the September 14, 2019 salary schedule for employees in the Supervisory Unit. Contractor shall not to exceed eighty (80) hours per pay period unless expressly authorized,
pursuant to the Overtime provision of this Contract. Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Supervisory Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of eighty (80) hours per pay period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at straight time compensating time off.

Cash payment at the Contractor’s base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Supervisory Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, Vacation, Administrative Leave, and Annual Leave.

Refer to Item Q in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Supervisory Unit.

E. VISION CARE INSURANCE

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Supervisory Unit.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Supervisory Unit. County-paid life insurance will become effective and continue for each pay period in which Contractor is paid for one-half plus one of their regularly scheduled hours. For pay periods in which Contractor does not meet the paid hour’s requirement, Contractor shall have the option of continuing life insurance coverage at Contractor’s expense.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Supervisory Unit.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Supervisory Unit.

I. RETIREMENT PLAN

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County’s general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees’
If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee’s Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County’s PST Deferred Compensation Retirement Plan.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Supervisory Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item Q in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County’s 457(b) Salary Savings Plan, per the Plan Document and in the same manner and amount as employees in the Supervisory Unit.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

M. Contractor shall be eligible to participate in the County’s DCAP and FSA Plans in the same manner as employees in the Supervisory Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

N. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

O. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Supervisory Unit.

P. SERVICE AND EFFECT ON BENEFITS

If Contractor was a County contract employee immediately prior to entering into this Contract, without separation from County employment, execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for level of benefits. Thus Contractor’s rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor’s retirement contribution rate is based on the date Contractor began participating in the County’s general employee retirement system.

Q. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Supervisory Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited. Unused Annual Leave shall be forfeited.

Contractor to Regular County Employment
In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in “Contractor Separated from County Service” above.

**Contractor to New Contract Position**

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over will be distributed as outlined in “Contractor Separated from County Service” above.

**V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. **TOUR OF DUTY**

Contractor’s standard tour of duty (regularly scheduled workweek) shall be established by the Executive Director, or designee. The Executive Director, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than eighty (80) hours a pay period without prior approval from the Executive Director, or designee. The Executive Director shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor’s actual time worked does not exceed eighty (80) hours within any given work period.

B. **CLASSIFICATION**

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County’s and the Department’s standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. **WORKERS’ COMPENSATION AND LIABILITY COVERAGES**

Contractor shall be covered by the County’s Workers’ Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County’s Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

D. **USE OF PRIVATE VEHICLE**

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver’s license at all times during the performance of duties under this Contract.
Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor’s driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars ($15,000) for single injury or death;
2. Thirty thousand dollars ($30,000) for multiple injury or death;
3. Five thousand dollars ($5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County’s Center for Employee Health and Wellness before employment commences. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

F. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VI. REIMBURSEMENT AND INDEMNIFICATION

A. The Commission agrees to reimburse the County for total compensation cost of the employee.

B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County’s provision of the contracted personnel to the Commission.
VII. CONCLUSION

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor’s rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, Board of Supervisors

Dated:
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lyanna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By __________________________
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

Cynthia O’Neill, Supervising Deputy County Counsel

Reviewed for Contract Compliance

Jennifer Mulhall-Daudel, Contracts Manager

Reviewed/Approved by Department

CaSonya Thomas, Assistant Executive Officer for Human Services

Traci Homan
Supervising Office Assistant/Business Support Manager

Date

Date

Date
AGENDA ITEM 6
MARCH 4, 2020

Subject: Assignment and Consent of Contract with Vavrinek, Trine, Day & Co., LLP to Eide Bailly, LLP.

Recommendations: Ratify Assignment and Consent to Assignment of Contract IC036-A1 from Vavrinek, Trine, Day & Co., LLP (C) to Eide Bailly, LLP. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)

Financial Impact: Approval of this item will not add additional cost.

Background Information: On June 5, 2019 following a competitive procurement process, the Commission approved an extension for a two-year contract number IC036 with Vavrinek, Trine, Day & Co., LLP (VTD) to conduct and prepare an annual audit and report and render an opinion of the Commission’s financial statements.

Approval of the Assignment and Consent to Assignments will allow the Commission to continue to utilize this agency’s auditing services. On July 22, 2019, the Commission was notified that VTD merged with Eide Bailly, LLP. Eide Bailly, LLP has agreed to accept all of VTD’s obligations, responsibilities, and duties under contract IC036.

Pending Commission approval, this contract will continue through October 31, 2020.

Review: Sophie Akins, Commission Counsel

Report on Action as taken

Action:

Moved: Second:

In Favor:

Opposed:

Abstained:

Comments: 

Witnessed:
### FOR COMMISSION USE ONLY

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- IT IS HEREBY AGREED AS FOLLOWS:

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations, responsibilities and duties, in and to the Contract Number IC036 ("Contract"), to Assignee as of July 22, 2019.
2. Assignee hereby accepts the assignment of all of Assignor’s obligations, responsibilities and duties under the Contract and all of Assignor’s right, title, and interest in and to the Contract as of July 22, 2019.

3. The Commission, pursuant to Section V(A)(5) of the Contract, hereby consents to the assignment by Assignor to the Assignee.

4. The Commission, in executing its consent to this Assignment and Consent, does not release Assignor from any claims or remedies it may have against Assignor under the Contract for obligations incurred prior to the effective date of the assignment.

IN WITNESS WHEREOF, the Commission has caused this Assignment and Consent to be subscribed to by the Clerk thereof, and the Assignor and Assignee have each caused this Assignment and Consent to be subscribed on their behalves by their respective duly authorized officers, the day, month, and year written.

continued on next page
All other terms and conditions of the Contract remain in full force and effect.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

ASSIGNOR

Vavrinek, Trine, Day & Co., LLP
Legal Entity

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Elliot Weinstein, M.D.</td>
<td>David E. Showalter</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Commission Vice Chair</td>
<td>Partner</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Dated</td>
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Official Stamp

ASSIGNEE:

Eide Bailly, LLP
(Print or type name of corporation, company, contractor, etc.)

By
(Authorized signature - sign in blue ink)

Name David E. Showalter
(Print or type name of person signing contract)

Title Partner
(Print or Type)

Dated: 19340 Jesse Lane,
Address Suite 260
Riverside, CA 92508

Reviewed for Processing
Approved as to Legal Form
Presented to Commission for Signature

| Cindy Faulkner | Sophie Akins | Karen E. Scott |
| Assistant Director | Commission Counsel | Executive Director |
| Date | Date | Date |
AGENDA ITEM 7
MARCH 4, 2020

Subject
Amendment No. 6 CFC SB 02-03 Contracting Authority Policy

Recommendations
Approve Amendment A6 to CFC 02-03 Contracting Authority Policy to amend policy language and authorize Executive Director to respond to funding opportunities, i.e., letters of intent and grant applications that align with First 5 San Bernardino’s Strategic Plan.
(Presenter: Karen E. Scott, Executive Director, 252-4252)

Background Information
On April 7, 2010, the Commission approved Contracting Authority Policy 02-03 A5. This policy fulfills the inherent fiduciary responsibilities and precludes unwarranted expenditures and clearly establishes the authority to enter into contractual agreements on behalf of First 5 San Bernardino. This policy prescribes that only the Commission has the authority to approve contractual agreements, unless the Commission specifically delegates this authority to another party.

At the discretion of the Executive Director, First 5 San Bernardino can respond to funding opportunities with letters of intent and/or grant applications. Upon award of State, Federal and/or foundation monies, Executive Director will seek approval from the Commission for designation, reallocation and/or other contracting obligations.

All actions under this policy shall be in accordance with all applicable state laws as well as the Strategic Plan and the Annual Budget as approved by the Commission and included within the Annual Audit.

Financial Impact
None

Review
Sophie Akins, Commission Counsel

Report on Action as taken

Action: 
Moved: ___________  Second: ___________
In Favor: 
Opposed: 
Abstained: 
Comments: 
Witnessed: 
CONTRACTING AUTHORITY POLICY

PURPOSE

In order to fulfill inherent fiduciary responsibilities and to preclude unwarranted expenditures, it is prudent to clearly establish the authority to enter into contractual agreements on behalf of First 5 San Bernardino. Adoption of this policy will prescribe that only the Commission has the authority to approve contractual agreements, unless the Commission specifically delegates this authority to another party.

POLICY

It is the policy of First 5 San Bernardino that the Commission has sole authority to approve contractual agreements and the Chair shall sign such contracts on behalf of the Commission, unless otherwise directed by the Commission or provided for by law.

GUIDELINES

At times, it may be advantageous, necessary or appropriate to enter into a contractual agreement to purchase goods or obtain services, without the delay that may result in obtaining the Commission’s specific approval for such action. To manage such functions, the Commission retains an Executive Director who is responsible for providing oversight of the First 5 San Bernardino program and who has been delegated contracting authority. Additional limited authority for expenditures has been delegated to the Operations Manager. In the event the Executive Director is not available to approve such agreements and/or expenditures, the Operations Manager has expenditure authority for the acquisition of goods, supplies, and services necessary for the efficient operation of First 5 San Bernardino not to exceed $10,000.

The Executive Director is authorized to enter into contractual agreements and approve expenditures for amounts not to exceed $25,000 for the acquisition of any goods, supplies and services necessary for the efficient operation of First 5 San Bernardino and to designate the disposition of assets acquired by partners through the investment process based on approved guidelines upon expiration of partner agency contracts.

All contractual agreements and expenditures not exceeding $25,000, other than those necessary for the efficient operation of First 5 San Bernardino, must be approved by the Executive Director and the designated Commissioner.

At the discretion of the Executive Director, First 5 San Bernardino can respond to funding opportunities with letters of intent and/or grant applications. Upon award of State, Federal and/or foundation monies, Executive Director will seek approval from the Commission for designation, reallocation and/or other contracting obligations.

All actions under this policy shall be in accordance with all applicable state laws as well as the strategic plan and the annual budget as approved by the Commission, authorized pursuant to the Children and Families Act of 1998 and included within the annual audit of the Commission program.

Continued on next page
The following guidelines will apply to ensure adherence to this policy:

- Commission officials and staff members at all levels shall not provide oral or written commitments that may be construed as binding by any other party or which may lead to claims against the Commission. In any discussion relating to the acquisition of goods and services, it shall be emphasized to the other party that there is no commitment unless approval has been given by the Commission.

- The Commission office shall establish and adhere to internal procedures for requesting and acquiring of goods, supplies, and services.

- The Commission authorizes the Executive Director and a designated Commissioner to jointly approve contractual agreements and expenditures on behalf of the Commission, where the aggregate amount does not exceed $25,000 per vendor or scope of service per fiscal year, unless otherwise directed by the Commission or provided for by law. Commissioner approval is not required in instances where such contractual agreements and expenditures are solely for the acquisition of goods, supplies and services necessary for First 5 San Bernardino's normal business operations.

- The Commission authorizes the Executive Director to designate the disposition of assets acquired by partners through the investment process based on approved guidelines upon expiration of partner agency contracts.

- The Commission further authorizes the Operations Manager to approve and authorize purchases for the acquisition of goods, supplies, and services necessary for the efficient operation of First 5 San Bernardino for amounts not exceeding $10,000.

- Emergency acquisition of any item or service may be made by any Commission official or staff member under the following conditions:
  - When such item or items are immediately necessary for the preservation of life or property; or,
  - In extremely serious situations, such as a declared emergency or disaster, and the item or items are necessary to prevent the occurrence or continuation of conditions threatening the safety, health or emotional well-being of children, prenatal through age five, and their families; or,
  - In cases where the Chair of the Commission or the Executive Director is not immediately available and the item or items are immediately necessary for continued operation and undue delay would cause substantial loss to the Commission, the First 5 San Bernardino program, its service agencies, or their staff members or participants.

continued on next page
- Any emergency acquisition under $25,000 purchased solely for the safe, continuous operation of First 5 San Bernardino must be subsequently approved by the Executive Director. Emergency acquisitions under $25,000 purchased for other than the safe, continuous operation of First 5 San Bernardino must be subsequently approved by the Executive Director and a designated Commissioner. All emergency acquisitions where the aggregate amount exceeds $25,000 must be submitted to the Commission at the next scheduled Commission meeting.

- Except as authorized for emergencies, all acquisitions shall be in accordance with the strategic plan and the annual budget as approved by the Commission, authorized pursuant to the Children and Families Act of 1998 and included within the annual audit of the Commission program.
AGENDA ITEM 8  
MARCH 4, 2020

<table>
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<th>Subject</th>
<th>Election of Commission Chair and Vice-Chair</th>
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| Recomendations | Elect Chair and Vice-Chair for the Children and Families Commission for San Bernardino County.  
(Presenter: Karen E. Scott, Executive Director, 252-4252) |
| Background Information | Under the Children and Families Commission San Bernardino County bylaws, the Commission established Article V “Officers and Duties.” This section discusses the designation and election of Chair and Vice Chair and the duties of the Officers.  

Article V, Section 2 of the Children and Families Commission for San Bernardino County Bylaws states: “The Chair and Vice-Chair of the Commission shall be elected by the voting members of the Commission. The terms of all such officers shall be one year, commencing upon the adjournment of the meeting at which they are elected. All officers shall hold office until their successors are duly elected.”  

Upon Commission approval, the election of Chair and Vice Chair will be conducted at this time. |
| Financial Impact | None |
| Review | Sophie Akins, Commission Counsel |

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### Report on Action as taken

| Action: |  |
| Moved: |  |
| Second: |  |
| In Favor: |  |
| Opposed: |  |
| Abstained: |  |
| Comments: |  |
| Witnessed: |  |
### AGENDA ITEM 9
**MARCH 4, 2020**

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<td>Recommendations</td>
<td>Elect Chair for the First 5 San Bernardino Advisory Committee. (Presenter: Karen E. Scott, Executive Director, 252-4252)</td>
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<td>Per Section 130145 of the California Children and Families Act of 1998, each County Commission is required to establish at least one Advisory Committee to provide technical and professional expertise and support for any purposes that will be beneficial in accomplishing the purposes of the Act. Per the First 5 San Bernardino Advisory Committee Policy 04-03, the Commission shall designate a Commissioner to serve as the chair for the Advisory Committee. This officer presides at all meetings and generally oversees the Advisory Committee. The term of this office shall be “one year, commencing upon the adjournment of the meeting at which they are elected. All officers shall hold office until their successors are duly elected.” Upon Commission approval, the election of the Advisory Committee Chair shall be conducted at this time.</td>
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<td>Financial Impact</td>
<td>None</td>
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<td>Review</td>
<td>Sophie Akins, Commission Counsel</td>
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### Report on Action as taken

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Witnessed:
Subject: Approve Contract FS077 with The Place4Grace for $204,000.

Recommendation: Approve Contract FS077 with The Place4Grace for $204,000 for Fiscal Years 2019-2021 for planning, expansion, and program implementation.

(Presenter: Ronnie S. Robinson, Section Manager-Systems/Communication, 252-4255)


Background Information:
At least 65% of California’s jail population are parents of young children and 503,000 children in the State of California have had a parent in jail or prison during their lifetime. Presently, more than 200,000 children in California have an incarcerated parent and 1 in 5 children witnessed their parent’s arrest.

For over 5 years, the Place4Grace has provided the Family2Literacy program to justice involved families. This reading program is designed to strengthen parent-child relations through positive communication. Inmates select an age-appropriate book and are recorded reading under the supervision of and assistance from Inmate Services staff. Both the book and the recording are mailed to the child at home so that the child can enjoy hearing their parent’s voice, maintaining the parent/child bond and encouraging literacy.

In 2018, the Place4Grace received funding from the California Department of Correction and Rehabilitation to implement the Family2Literacy program to parents in prisons throughout California.

In December 2019, the Public Defender’s Office donated English and Spanish books for children ranging from infancy to elementary school in an effort to support the San Bernardino Inmate Services Unit in an informal Family2Literacy program for Christmas. Three deputy public defenders volunteered in assisting 22 inmates to record books for 34 children. Some of the participating inmates in the jail never had an opportunity to read to their children. Because of this initial donation, the collaboration began with the goal to expand the Family2Literacy program to the jails in San Bernardino County.

The Sheriff’s Department, the Public Defender’s Office and the Place4Grace expansion efforts formed the Parent and Child Connection (PACC) program. The goal of the PACC program and partnership is to replicate the Family2Literacy program for California state prisons by expanding to serve the incarcerated parents in the following San Bernardino county jails:

- High Desert Detention Center
- Glen Helen Rehabilitation Center
- West Valley Detention Center
- Central Valley Detention Center
Research has identified parental incarceration as an adverse childhood experience (ACE) and programs such as the PACC program work towards mitigating these adverse circumstances by providing resilience-building interactions between parents and children. The PACC program is an opportunity for parents to reverse the impact of the Adverse Childhood Experience (ACE) by engaging with their children building resilience.

The children will not only receive the books and audio recordings from the incarcerated parent through mail, they also receive a return envelope addressed to the parent with stationery and art supplies to write or draw thank you letters to return to their parent. The PACC team also provides an opportunity for inmates' participation in an annual event to record a personal message in a stuffed comfort animal to send to their children to continue to build the relationship with their children. The PACC expansion program will achieve the following results:

1. Increase the communication and bond between child and parent
2. Promote literacy among at-risk children
3. Reduce the incarcerated parent’s disciplinary record and increase program participation resulting in additional opportunities to interact with their children.

Guest speakers accompany the PACC team and volunteers at each recording session to speak to the program participants about topics such as successful reentry, their personal experiences regarding their incarceration and answer questions from program participants. In addition, the PACC program provides resiliency based interactions that help the incarcerated parents and their children with the following:

- **Institutional Safety**
  Participants benefit by being in direct communication with their children through literacy. They become less prone to engage in rule-breaking behavior and more inclined to participate in the program instead. This increases the opportunities for incarcerated parents to bond with their children ultimately counteracting the impact of ACE’s with their children.

- **Mental / Public Health**
  Incarcerated parents participating in the program realize that they have a value in their child’s life as a parent. They are able to parent despite incarceration. This has an immense impact on the mental health and well-being of the participant.

Pending Commission approval, the next four months will allow the PACC program to train volunteers, secure formalized agreements with the Sheriff’s Department, and purchase books and other supplies in order to begin services effective July 1, 2020.

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

**SPA 1: Children and Families.**
Support children prenatal through age 5 by providing culturally and linguistically effective resources, knowledge, and opportunities for them to develop the skills needed to achieve their optimal potential in school and life.
Goal 1.3 Family and Community Support and Partnerships:
Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities. Families are assisted in nurturing, caring, and providing for their children’s success and well-being.

Objective 1.3.a
Children are free from abuse and neglect and services promote and support prevention of child abuse and neglect.

Objective 1.3.b
Parents provide developmentally-appropriate care and support families in caring for their children

Objective 1.3.c
Families are resilient and can connect families to supports and social services

Sophie Akins, Commission Counsel
### AGENCY INFORMATION

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<th>The Place4Grace</th>
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<tr>
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<td>Parent and Child Connection</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Parent and Child Connection</td>
</tr>
<tr>
<td>Address:</td>
<td>PO Box 750, Menifee, CA 92586</td>
</tr>
<tr>
<td>Phone #:</td>
<td>(760) 412-7585</td>
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<tr>
<td>Website:</td>
<td><a href="http://www.theplace4grace.org">www.theplace4grace.org</a></td>
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<td>Fax #:</td>
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<td>Program Site Address:</td>
<td>High Desert Detention Center, 9438 Commerce Way, Adelanto, CA 92301</td>
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<td>Client Referral Phone #:</td>
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### CONTACT INFORMATION

#### SIGNING AUTHORITY / CONTRACT REPRESENTATIVE

<table>
<thead>
<tr>
<th>Name:</th>
<th>Karen McDaniel</th>
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<tbody>
<tr>
<td>Address:</td>
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</tr>
<tr>
<td>Direct Phone #:</td>
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<tr>
<td>E-Mail:</td>
<td><a href="mailto:Karen.mcdaniel@theplace4grace.org">Karen.mcdaniel@theplace4grace.org</a></td>
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#### CONTRACT REPRESENTATIVE

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<td><a href="mailto:Karen.mcdaniel@theplace4grace.org">Karen.mcdaniel@theplace4grace.org</a></td>
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#### PROGRAM CONTACT

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<tr>
<th>Name:</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
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<td>E-Mail:</td>
<td><a href="mailto:Karen.mcdaniel@theplace4grace.org">Karen.mcdaniel@theplace4grace.org</a></td>
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</table>
FISCAL CONTACT

Name: Sandra Gonzales  
Address: PO Box 750  
Menifee, CA 92586  
E-Mail: sandra.gonzales@theplace4grace.org  
Title: Director of Operations and Dev.  
Direct Phone #: (213) 568-9483  
Fax #: N/A

ADDITIONAL CONTACT (Describe): Choose an item.

Name:  
Address: For Staff Analyst use only. No mail will be sent to this contact.  
E-Mail:  
Title:  
Direct Phone #:  
Fax #: 

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

FIRST 5 FOCUS AREA  
STRATEGY

☐ Health  
☐ Early Screening and Intervention  
☐ Health Care Access  
☐ Oral Health  
☐ Health & Safety Education  
☐ Other:

☐ Education  
☐ Early Education Programs  
☐ Access to Quality Child Care  
☐ Quality Provider Programs  
☐ Other:

☒ Family  
☐ Parent Education  
☐ Resource Center & Case Management  
☐ Other: Parent and child engagement through literacy

☐ Systems  
☐ Integrated Systems Planning & Implementation  
☐ Countywide Information Referral Systems  
☐ Organizational Capacity Building  
☐ Community Outreach  
☐ Other:
PROGRAM DESCRIPTION
The Parent and Child Connection (PACC) program is designed so that volunteers go into the jails and record incarcerated men and women reading a book to children impacted due to incarceration. Guest speakers accompany the PACC team and volunteers at each recording session to speak to the program participants about topics such as successful reentry, their personal experiences regarding their incarceration and answer questions from program participants. The PACC team host an annual event for participants to record a personal message in a stuffed comfort animal to send to their children to continue building the relationship with their children.

The goals of the program are to improve the communication and bond between child and parent, increase the literacy among at-risk children, and decrease the incarcerated parent’s disciplinary record. The children receive the books, audio recordings through mail, along with a stuffed animal with recorded message from incarcerated parent. The services take place in San Bernardino County.

COMMISSION LEVEL OUTCOMES

SPA 1: Children and Families.
Support children prenatal through age 5 by providing culturally and linguistically effective resources, knowledge, and opportunities for them to develop the skills needed to achieve their optimal potential in school and life.

Goal 1.3 Family and Community Support and Partnerships:
Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities. Families are assisted in nurturing, caring, and providing for their children’s success and well-being.

Objective 1.3.a
Children are free from abuse and neglect and services promote and support prevention of child abuse and neglect.

Objective 1.3.b
Parents provide developmentally-appropriate care and support families in caring for their children

Objective 1.3.c
Families are resilient Connect families to community supports and social services
### ASSIGNED ANALYST

Ronnie S. Robinson

### CONTRACT AMOUNT

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## First 5 San Bernardino
### Strategy: Children and Families

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<tr>
<td>High Desert Detention Center 9438 Commerce Way, Adelanto, CA 92301 TBD</td>
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<tr>
<td>West Valley Detention Center 9500 Etiwanda Ave Rancho Cucamonga, CA 91739 TBD</td>
<td>300</td>
</tr>
<tr>
<td>Glen Helen Rehabilitation Center 18000 Institution Road Devore Heights, CA 92407 TBD</td>
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</tr>
<tr>
<td>Central Detention Center 630 E. Rialto Ave. San Bernardino, CA 92408 TBD</td>
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</tbody>
</table>

### Agency Name: Place4Grace
### Program Name: Parent and Child Connection
### Contract #: FS077
### Fiscal Year: 2019-2021
### Objective 1.3.3: Family and Community Support and Partnerships

**Program Workplan**

**Objective 1.3.a:** Promote and support child abuse and neglect prevention

**Objective 1.3.b:** Parents provide developmentally appropriate care

**Objective 1.3.c:** Families are resilient

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**Program Description:**

The Parent and Child Connection (PACC) program records incarcerated men and women reading a book to children impacted due to incarceration. The goals of the program are to improve the communication and bond between child and parent, increase the literacy among at-risk children, and decrease the incarcerated parent’s disciplinary record. The children receive the books, audio recordings through mail, along with a stuffed animal with recorded message from incarcerated parent. The services take place in San Bernardino County.

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<table>
<thead>
<tr>
<th>Expectation</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish four (4) Memorandum Of Understanding (MOU) with San Bernardino County Sheriff’s Department for each detention center and Individual Agreements with volunteers from the Public Defender’s office, and community volunteers. Develop an evaluation framework to demonstrate effectiveness of the Parent and Child Connection Program.</td>
<td>An evaluation framework that supports expansion and shows results of Parent and Child Connection program. In addition, 1,200 parents will record the readings of culturally relevant and age appropriate books</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Timeline</th>
<th>Verification</th>
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<tbody>
<tr>
<td>Develop (4) MOUs with San Bernardino County Sheriff’s Department for each detention center and Individual Agreements with volunteers from Public Defenders Office, and community volunteers.</td>
<td>Establish MOUs and Individual Agreements</td>
<td>One Per Quarter</td>
<td>Standing MOUs and Individual Agreements</td>
</tr>
<tr>
<td>Train volunteers in conducting recording sessions and on jail culture competency</td>
<td>Trainings</td>
<td>Quarterly</td>
<td>Quarterly reports and aggregate data entered in Persimmony</td>
</tr>
<tr>
<td>Develop an evaluation framework that guides the expansion and shows the positive interactions for families of the Parent and Child Connection program</td>
<td>Develop Evaluation Framework</td>
<td>Quarterly</td>
<td>Monthly meetings with First 5 team, quarterly reports in Persimmony, and working evaluation framework by March 1st 2021</td>
</tr>
<tr>
<td>Record 1,200 parents reading a book to a child impacted due to incarceration</td>
<td>Parent Recording Session</td>
<td>50 recordings/day, 2 days per month</td>
<td>Quarterly reports, aggregate data of unduplicated clients, and narrative of annual banquet entered in Persimmony</td>
</tr>
</tbody>
</table>

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**Agency Name:** The Place4Grace  
**Program Name:** Parent and Child Connection  
**Service Area:** San Bernardino County

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**Agency Rep Name:** __________________________  
**Agency Signature:** __________________________  
**Date Signed:** __________________________

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**Data Type:** Narrative and Aggregate  
**Reporting Period:** Monthly and Quarterly  
**Period:** March 2020 – June 2021  
**Due:** On the 15th of the following month
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)

The Place4Grace

Department/Division

Address

P.O Box 750
Menifee, CA 92586

Phone

(760) 412-7585

Federal ID No.

45-2852442

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.

**Incarcerated Parent:**
A parent that is detained in jail or prison for a period of time usually occurring after they have been convicted of a crime.

**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 (Scope of Work): 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. **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.

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.

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**CC. Pro-Children Act of 1994**


**DD. Debarment, Suspension, and Other Responsibility Matters**


  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(1)](https://www.gpo.gov/fdsys/pkg/CFR-1986-title45-spl-76/pdf/CFR-1986-title45-spl-76.pdf)) 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](https://www.sbcgov.com/oa/), 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 $200,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
<td>$38,414</td>
<td>March 4, 2020 through June 30, 2020</td>
</tr>
<tr>
<td>2020-21</td>
<td>$165,586</td>
<td>July 1, 2020 through June 30, 2021</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 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 March 4, 2020 and expires June 30, 2021 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, 2021 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:**
The Place4Grace
P.O. Box 750
Menifee, CA 92586

**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.

continued on next page
XI. CONCLUSION

A. This Contract, consisting of 26 pages and Attachments A and B-P, B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.

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

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Elliot Weinstein, M.D.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
</tbody>
</table>

Commission Vice-Chair

Title

Dated

Official Stamp

THE PLACE 4 GRACE

Legal Entity

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Karen McDaniel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
</tbody>
</table>

Executive Director

Title

Dated

Official Stamp

Reviewed for Processing

<table>
<thead>
<tr>
<th>Cindy Faulkner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Director</td>
</tr>
</tbody>
</table>

Date

Approved as to Legal Form

<table>
<thead>
<tr>
<th>Sophie Akins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Counsel</td>
</tr>
</tbody>
</table>

Date

Presented to Commission for Signature

<table>
<thead>
<tr>
<th>Karen E. Scott</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
</tr>
</tbody>
</table>

Date
<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 S % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</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: Position:</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>Karen McDaniel Executive Director</td>
<td>0.13</td>
<td>34.62</td>
<td>276</td>
<td>0%</td>
<td>9,555</td>
<td>-</td>
<td>9,555</td>
<td>72,010</td>
<td>13%</td>
<td>The Executive Director joins the recording team for all recording sessions per month; serves as liaison between the organization, the San Bernardino Sheriff's Department and the San Bernardino Public Defender's office; is responsible for contract implementation and management and program and budget oversight. The Executive Director also prepares program, fiscal and asset reports.</td>
</tr>
<tr>
<td></td>
<td>Sandra Gonzales Director of Operations and Development</td>
<td>0.17</td>
<td>26.44</td>
<td>348</td>
<td>0%</td>
<td>9,201</td>
<td>-</td>
<td>9,201</td>
<td>54,995</td>
<td>17%</td>
<td>The Director of Operations joins the recording team for all monthly recording sessions per month, runs background checks on volunteers, schedules recording sessions, orders and uploads books, recruits and manages volunteers, designs program forms, plans volunteer training sessions, writes and updates program and training manuals, provides participant statistics to First5, writes and uploads invoices and receipts as well as budget management and monitoring.</td>
</tr>
<tr>
<td></td>
<td>TBD Administrative Assistant</td>
<td>0.03</td>
<td>19.23</td>
<td>68</td>
<td>0%</td>
<td>1,308</td>
<td>-</td>
<td>1,308</td>
<td>39,998</td>
<td>3%</td>
<td>Administrative assistant orders supplies, mails the books to the children's caregivers, maintains participant forms, and contacts program participants in the case of incomplete information provided during the recording sessions and returned books. Completes other administrative duties as assigned.</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>
<tr>
<td></td>
<td>$ 20,064</td>
<td>$ -</td>
<td>$ 20,064</td>
<td>$ 167,003</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:** FY 2019-2020

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>The Place4Grace</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECTOR:</td>
<td>Karen McDaniel</td>
</tr>
<tr>
<td>PROGRAM TITLE:</td>
<td>Parent and Child Connection-PLAN</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Karen McDaniel</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>Family Support</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Sandra Gonzales</td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>FY 2019-2020</td>
</tr>
<tr>
<td>TOTAL BUDGET:</td>
<td>$38,414</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>FS077</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. Equipment (Computers, Office Equipment)</td>
<td>1.00%</td>
<td>$2,000</td>
<td>Includes laptop computers, printer/scanner, data back-up devices and thumb drives, rolling carts for the transportation of books within the institutions, and any other equipment related to delivering services.</td>
</tr>
<tr>
<td>2. Program Supplies and Materials</td>
<td>2.00%</td>
<td>$4,000</td>
<td>The set budget includes the purchase of children’s books in English and Spanish, and braille. Books in braille and books with images only will also be included in the selection. In addition, the cost will cover books specifically developed by the author for the target population.</td>
</tr>
<tr>
<td>3. Children's books</td>
<td>19.00%</td>
<td>$4,750</td>
<td>Includes digital audio recorders, storage tubs, copies and any other expense related to program delivery. Stationary sets which include paper envelopes mailed to children to encourage correspondence between incarcerated parent and their child/ren. Training guides, venue costs and other expenses related to training. In addition, covers the cost of administering and processing of live scans for volunteers and The Place4Grace staff.</td>
</tr>
<tr>
<td>4. Postage</td>
<td>16.00%</td>
<td>$3,000</td>
<td>Stamps and packing materials and other materials related to the mailing of books, any other expense related to service delivery and return mailing from participants families. Also includes postage for stuffed comfort animals.</td>
</tr>
<tr>
<td>5. Storage Unit Rental</td>
<td>1.00%</td>
<td>$2,000</td>
<td>This covers the rental cost of a storage unit for the books, and any other related program items.</td>
</tr>
<tr>
<td><strong>Total Services &amp; Supplies</strong></td>
<td>19.00%</td>
<td><strong>$15,750</strong></td>
<td></td>
</tr>
</tbody>
</table>
## FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**FISCAL YEAR:** FY 2019-2020

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>The Place4Grace</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECTOR:</td>
<td>Karen McDaniel</td>
</tr>
<tr>
<td>PROGRAM TITLE:</td>
<td>Parent and Child Connection-PLAN</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Karen McDaniel</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>Family Support</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Sandra Gonzales</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>FS077</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>Food</td>
<td>$600</td>
<td>Food and meals related to all program activities.</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>San Bernardino</td>
<td>Travel related to PACC program implementation and San Bernardino County jails.</td>
<td>$2,000</td>
<td>Travel reimbursement for staff and volunteers to conduct program related activities.</td>
</tr>
</tbody>
</table>

### V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
<th>Description/Justification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Deputy Sheriff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Custody Specialist</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### VI. INDIRECT COSTS

<table>
<thead>
<tr>
<th>Percent:</th>
<th>Basis:</th>
<th>Total Indirect Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

### TOTAL FIRST 5 BUDGET

<table>
<thead>
<tr>
<th>TOTAL FIRST 5 BUDGET</th>
<th>$38,414</th>
</tr>
</thead>
</table>
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: FY 2020-2021

**ORGANIZATION:** The Place4Grace  
**DIRECTOR:** Karen McDaniel  
**PROGRAM TITLE:** Parent and Child Connection  
**PROGRAM DIRECTOR:** Karen McDaniel  
**FINANCE OFFICER:** Sandra Gonzales  
**INITIATIVE:** Family Support  
**TOTAL BUDGET:** $165,586

### I. SALARIES & BENEFITS

<table>
<thead>
<tr>
<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>0.40</td>
<td>34.62</td>
<td>834</td>
<td>0%</td>
<td>28,873</td>
<td>-</td>
<td>28,873</td>
<td>72,010</td>
<td>40%</td>
<td>The Executive Director joins the recording team for all recording sessions per month; serves as liaison between the organization, the San Bernardino Sheriff's Department and the San Bernardino Public Defender’s office; is responsible for contract implementation and management and program and budget oversight. The Executive Director also prepares program, fiscal and asset reports.</td>
</tr>
<tr>
<td>0.50</td>
<td>26.44</td>
<td>1045</td>
<td>0%</td>
<td>27,630</td>
<td>-</td>
<td>27,630</td>
<td>54,995</td>
<td>50%</td>
<td>The Director of Operations joins the recording team for all monthly recording sessions per month, runs background checks on volunteers, schedules recording sessions, orders and uploads books, recruits and manages volunteers, designs program forms, plans volunteer training sessions, writes and updates program and training manuals, provides participant statistics to First5, writes and uploads invoices and receipts as well as budget management and monitoring.</td>
</tr>
<tr>
<td>0.10</td>
<td>19.23</td>
<td>202</td>
<td>0%</td>
<td>3,884</td>
<td>-</td>
<td>3,884</td>
<td>39,998</td>
<td>10%</td>
<td>Administrative assistant orders supplies, mails the books to the children’s caregivers, maintains participant forms, and contacts program participants in the case of incomplete information provided during the recording sessions and returned books. Completes other administrative duties as assigned.</td>
</tr>
</tbody>
</table>

| Total Salaries & Benefits | $60,387 | $ - | $60,387 | $167,003 |

**RFP/CONTRACT #:** FS077

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113
## FIRST 5 SAN BERNARDINO
### PROGRAM BUDGET
#### FISCAL YEAR: FY 2020-2021

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>The Place4Grace</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>Parent and Child Connection</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>Family Support</td>
</tr>
<tr>
<td>DIRECTOR:</td>
<td>Karen McDaniel</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Karen McDaniel</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Sandra Gonzales</td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>FY 2020-2021</td>
</tr>
<tr>
<td>TOTAL BUDGET:</td>
<td>165,586</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>FS077</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 Supplies and Materials</td>
<td>2.00%</td>
<td>$13,251</td>
<td>Includes digital audio recorders, storage tubs, copies and any other expense related to program delivery. Stationary sets which include paper envelopes mailed to children to encourage correspondence between incarcerated parent and their child/ren. Training guides, venue costs and other expenses related to training. In addition, covers the cost of administering and processing of live scans for volunteers and The Place4Grace staff.</td>
</tr>
<tr>
<td>2 Research</td>
<td>1.00%</td>
<td>$1,913</td>
<td>Costs of research and development to support an evaluation framework in partnership with the California State University San Bernardino.</td>
</tr>
<tr>
<td>3 Annual Event</td>
<td>6.00%</td>
<td>$12,000</td>
<td>This includes the purchase of stuffed comfort animals on which the incarcerated parent records a twenty (20) second message to the child and other related expenses in support of the annual event.</td>
</tr>
<tr>
<td>4 Children’s books</td>
<td>19.00%</td>
<td>$33,250</td>
<td>The set budget includes the purchase of children’s books in English and Spanish, and braille. Books in braille and books with images only will also be included in the selection. In addition, the cost covers books specifically developed for the target population.</td>
</tr>
<tr>
<td>5 Postage</td>
<td>16.00%</td>
<td>$19,220</td>
<td>Stamps and packing materials and other materials related to the mailing of books, any other expense related to service delivery and return mailing from participants families. Also includes postage for stuffed comfort animals.</td>
</tr>
</tbody>
</table>
# FIRST 5 SAN BERNARDINO
## PROGRAM BUDGET
### FISCAL YEAR: FY 2020-2021

<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>The Place4Grace</th>
<th>DIRECTOR:</th>
<th>Karen McDaniel</th>
<th>PROGRAM YEAR:</th>
<th>FY 2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>Parent and Child Connection</td>
<td>PROGRAM DIRECTOR:</td>
<td>Karen McDaniel</td>
<td>TOTAL BUDGET:</td>
<td>165,586</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>Family Support</td>
<td>FINANCE OFFICER:</td>
<td>Sandra Gonzales</td>
<td>RFP/CONTRACT #:</td>
<td>FS077</td>
</tr>
</tbody>
</table>

### PROGRAM TITLE: Parent and Child Connection
### PROGRAM DIRECTOR: Karen McDaniel
### FINANCE OFFICER: Sandra Gonzales
### TOTAL BUDGET: 165,586
### RFP/CONTRACT #: FS077

## III. TOTAL F5SB BUDGET

<table>
<thead>
<tr>
<th>Event(s):</th>
<th>TOTAL F5SB BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Food</td>
<td>$2,700</td>
</tr>
<tr>
<td><strong>Total Food</strong></td>
<td><strong>$2,700</strong></td>
</tr>
</tbody>
</table>

### Event(s): Food

- **Purpose:** Food and meals related to all program activities.

## IV. TRAVEL

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Purpose:</th>
<th>TOTAL F5SB BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Bernardino</td>
<td>Travel related to PACC program implementation and San Bernardino County jails.</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Total Travel</strong></td>
<td><strong>$2,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Destination: San Bernardino

- **Purpose:** Travel reimbursement for staff and volunteers to conduct program related activities.

## V. SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>TOTAL F5SB BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Deputy Sheriff</td>
<td>11,465</td>
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### Organization Name: Deputy Sheriff

- **Description/Justification:** Deputy Sheriffs accompany the PACC team during the 5 hour recording session to ensure safety to the PACC team and program participants.
<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>The Place4Grace</th>
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<tbody>
<tr>
<td>PROGRAM TITLE:</td>
<td>Parent and Child Connection</td>
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<tr>
<td>INITIATIVE:</td>
<td>Family Support</td>
</tr>
<tr>
<td>DIRECTOR:</td>
<td>Karen McDaniel</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Karen McDaniel</td>
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<tr>
<td>FINANCE OFFICER:</td>
<td>Sandra Gonzales</td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>FY 2020-2021</td>
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<tr>
<td>TOTAL BUDGET:</td>
<td>165,586</td>
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<tr>
<td>RFP/CONTRACT #:</td>
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<tr>
<th>2</th>
<th>Custody Specialist</th>
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<tr>
<td></td>
<td>Total Subcontractors</td>
<td>12,665</td>
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**VI. INDIRECT COSTS**

| Percent: | |
| Basis: | |
| Total Indirect Costs | - |

**TOTAL FIRST 5 BUDGET**

$165,586
AGENDA ITEM 11  
MARCH 4, 2020

Subject

Recommendations
Approve Contract IC040 with Persimmony International, Inc. for $589,990 for Fiscal Years 2020-2023 for data collection and management.
(Presenter: William Kariuki, Section Manager, Evaluation/Impact, 252-4260)

Financial Impact
$589,990 for Fiscal Years 2020-2023.

Background Information
A fundamental concept of First 5 San Bernardino (F5SB) is to effectively evaluate program effectiveness and measure impact outcomes. 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.” Additionally, Persimmony allows the seamless integration with First 5 California data system thus streamline reporting of program achievements. As such, this ensures reporting across all our Strategic Priority Areas are documented and accurately reflected within First 5 California’s reporting structure.

Since 2007, F5SB has contracted with Persimmony International, Inc., resulting in high quality work product and excellent customer service. The primary features of this database are:

1) It aligns with the State reporting requirements;
2) It provides minimal disruptions to our existing contracted agencies;
3) It requires minimal customizations;
4) It allows for an unlimited number of reports.

Persimmony connects directly to the First 5 California data reporting system, a feature not available to most data systems used for local reporting. This seamless connection allows for direct transfer of local aggregated data to First 5 California without impacting data integrity while maintaining local commission impact. Persimmony is also utilized by approximately 20 First 5 Commissions in neighboring counties, allowing opportunities for more effective evaluations at a regional level.

Considering these previous points, F5SB Staff recommends that Persimmony is a sole sourced contractor due to the vitality of uninterrupted and seamless database connection to First 5 State Reporting and the historical data for First 5 San Bernardino. Additionally, maintaining the database will minimize and mitigate service interruption of current contracts. This recommendation is within guideline #8 of the Commission’s Procurement Policy 04-04 A5.

Approval of this three year contract will allow F5SB to utilize the data generated by Persimmony to demonstrate program and strategy outcomes, and to monitor contracts related to performance measures and fiscal expenditures over time. Persimmony aligns with the current 2015-2020 F5SB Strategic Plan, will align with a new strategic plan currently in development and will align with the duration of our contracted partners to which it will be the primary evaluation database.

Review
Sophie Akins, Commission Counsel
Report on Action as taken

<table>
<thead>
<tr>
<th>Action:</th>
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<tbody>
<tr>
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<td>Second:</td>
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<td>In Favor:</td>
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<td>Abstained:</td>
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<tr>
<td>Comments:</td>
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## AGENCY INFORMATION

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<td>Legal Entity</td>
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<td>Dept./Division</td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
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<tr>
<td>Address</td>
<td>33 Endless Vista&lt;br&gt;Aliso Viejo, CA. 92656</td>
</tr>
<tr>
<td>Phone #</td>
<td>(949) 770-5550</td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.persimmony.com">www.persimmony.com</a></td>
</tr>
<tr>
<td>Fax #</td>
<td>(949) 770-5550</td>
</tr>
<tr>
<td>Program Site Address</td>
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<tr>
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## CONTACT INFORMATION

### SIGNING AUTHORITY/CONTRACT REPRESENTATIVE

<table>
<thead>
<tr>
<th>Field</th>
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<tbody>
<tr>
<td>Name</td>
<td>Michael Kogus</td>
</tr>
<tr>
<td>Title</td>
<td>President and CEO</td>
</tr>
<tr>
<td>Address</td>
<td>33 Endless Vista&lt;br&gt;Aliso Viejo, CA. 92656</td>
</tr>
<tr>
<td>Direct Phone #</td>
<td>(949) 770-5550</td>
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<tr>
<td>Fax #</td>
<td>(949) 770-5550</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:michaelk3@persimmony.com">michaelk3@persimmony.com</a></td>
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### PROGRAM REPRESENTATIVE

<table>
<thead>
<tr>
<th>Field</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Inez Thomas</td>
</tr>
<tr>
<td>Title</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Address</td>
<td>18022 Cowan, Suite 103&lt;br&gt;Irvine, CA 92614</td>
</tr>
<tr>
<td>Direct Phone #</td>
<td>(760) 488-1244</td>
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<tr>
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<td>E-Mail</td>
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### FISCAL CONTACT

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<td>Name</td>
<td>Michael Kogus</td>
</tr>
<tr>
<td>Title</td>
<td>President and CEO</td>
</tr>
<tr>
<td>Address</td>
<td>33 Endless Vista&lt;br&gt;Aliso Viejo, CA 92656</td>
</tr>
<tr>
<td>Direct Phone #</td>
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<td>Fax #</td>
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<td>E-Mail</td>
<td><a href="mailto:michaelk3@persimmony.com">michaelk3@persimmony.com</a></td>
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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: Choose an item.
- [ ] Community-Based
  Describe: Choose an item.

FIRST 5 FOCUS AREA

HEALTH
- [ ] Early Screening and Intervention
- [ ] Health Care Access
- [ ] Oral Health

EDUCATION
- [ ] Early Education Programs
- [ ] Access to Quality Child Care

FAMILY
- [ ] Parent Education
- [ ] Resource Center & Case Management

SYSTEMS
- [ ] Integrated Systems Planning & Implementation
- [ ] Countywide Information Referral Systems
- [ ] Organizational Capacity Building

PROGRAM DESCRIPTION
Persimmony International Inc. provides a web based data system to enhance, centralize and modernize the evaluation efforts for many County Commissions including First 5 San Bernardino (F5SB). Persimmony International, Inc. has been developing software solutions for education, government and healthcare organizations since 1994. The organization’s core competency is to develop and deploy easy-to-use Internet-based data management solutions that promote outcomes measurement for increased health, human service, education and government accountability.

ASSIGNED ANALYST: Alejandro Gutierrez-Chavez

CONTRACT AMOUNT

<table>
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<tr>
<th>Fiscal Year</th>
<th>Amount</th>
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<td>2021-2022</td>
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<td>2022-2023</td>
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<td>Total</td>
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SERVICE AREA (LOCATIONS)
Countywide
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

Persimmony International, Inc.

Legal Name (hereinafter called the Contractor)

Address

Site Address (if different from legal address):

33 Endless Vista

Aliso Viejo, CA 92656

Phone

(949) 770-5550

Federal ID No.

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 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:** 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 perform the specific tasks of (A) providing a limited and non-exclusive license to use Contractor’s Software, (B) hosting of the server necessary to run Software, (C) training, software support, and online training videos, and (D) unlimited customization of reports, assessments, and field values resulting from the use of Software and services identified in the contract and Attachment A – Scope of Work 2020-2023. Pursuant to Section VIII, Paragraphs C & D of this contract, Attachment A will be amended for any period beyond Fiscal Year 2020-23 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 Section II and 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

Persimmony 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 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, 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.
  
  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.

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 $589,990 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**: $190,880 July 1, 2020 through June 30, 2021
- **Fiscal Year 2021-22**: $196,606 July 1, 2021 through June 30, 2022
- **Fiscal Year 2022-23**: $202,504 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
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.

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.

Program data shall be retained 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 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:** Persimmony International, Inc.  
18022 Cowan, Suite 103  
Irvine, CA 92614

**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.
XII. 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.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Persimmony International, Inc.

Legal Entity

Authorized Signature

Authorized Signature

Elliot Weinstein, M.D.
Printed Name

Michael Kogus
Printed Name

Commission Vice-Chair
Title

President and CEO
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for Signature

Cindy Faulkner
Assistant Director

Sophie Akins
Commission Counsel

Karen E. Scott
Executive Director

Date

Date

Date
Contractor shall, under the terms and conditions of this Agreement provide Commission with (A) a limited and non-exclusive license to use Contractor’s Software, (B) hosting of the server necessary to run Software, (C) training, software support, and online training videos, and (D) unlimited customization of Software reports, assessments and field values as described in this exhibit.

1. PERSIMMONY POINT OF CONTACT AND FACE-TO-FACE MEETINGS

   A. Contractor shall, under the terms and conditions of this Agreement provide project management services to assist Commission in implementing and using Contractor’s Software.

      Lead Project Manager: Inez Thomas of Persimmony International, Inc.
      Contact Information:

      Persimmony International, Inc
      Attn: Michael Kogus
      18022 Cowan, Suite 103
      Irvine, CA 92614
      Phone (949) 770-5550
      Fax (949) 770-5550

   B. Contractor shall participate in a minimum of 2 (to be scheduled) face-to-face meetings for each fiscal year. Face-to-face meetings to be scheduled at times compatible for Commission as well as Contractor staff.

      NOTE: Virtual meetings can/do occur as needed, as often as needed.

2. PROVIDE SUPPORT TO AUTHORIZED USERS

Contractor shall under the terms and conditions of this Agreement, provide software support, database access, training, and all other services described in this Agreement solely to “authorized users” which includes the officers, employees, agents and contractors of Commission and officers, employees, agents and contractors of programs receiving direct grants through Commission. Initial set-up of new users and/or agencies will be completed by Contractor. After the completion of the initial rollout, addition of new users and/or agencies and setup of new users and agencies (assigning passwords and creating shortcuts, etc) shall be the responsibility of the Commission. Commission bears the sole responsibility of ensuring that only authorized users access Software. All access and use of Software by the authorized users is subject to the terms of the non-exclusive, non-transferable license for the purposes of processing by internal data related to program and contract planning, development, management, monitoring and evaluation. Authorized users may not use the Software for any purpose other than those expressly authorized hereunder. The uses that authorized users shall not make of the Software include, but are not limited to: (i) using the Software to provide data processing services to any third persons; (ii) making copies of the Software for distribution to third parties; (iii) reverse-engineering or decompiling the Software for the purpose of designing, or developing a Software competitive with Contractor’s Software.
3. PERSIMMONY SOFTWARE SUPPORT

Contractor shall, under the terms and conditions of this Agreement, provide software support to authorized users and troubleshoot system problems in accordance with the following specifications:

- Online support requests made by authorized Software users (“Requestor” for the purposes of this software support provision) received through e-mail or online form submissions will be responded to via three modes of communication: (1) telephone; (2) e-mail; or (3) remote desktop technology, depending on the nature of support request and discretion of Contractor for which support method it deems reasonable. Requestor will be solely responsible for all telephone, Internet and other communication charges that Requestor incurs from any support related activities. If Contractor deems remote desktop support necessary, using the remote desktop technology, Requestor will be solely responsible to ensure that Requestor’s network does not block access for use of such technology by Contractor.

- Authorized users can access free technical support via toll-free phone or via e-mail during Contractor’s regular business hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding national holidays. Response times cannot be guaranteed, however typical response times to resolve most issues is within four hours of the initial request. Contractor cannot be held liable for extended delays in technical support response times related to acts of God, third party communication systems failures and other unforeseeable events which may impact response times. 24 hour call back emergency assistance is available seven days a week for emergencies covering system failures or other emergency needs.

4. PERSIMMONY DATABASE CUSTOMIZATION

Contractor shall during the term of this Agreement provide reasonable customization at no additional fee to all existing database functionality in order to meet the needs of Commission; including customization of the following modules and features within the Software:

- Clients Module
- First 5 Module
- Fiscal/Invoicing Module
- Referral Module
- Insurance module
- Contract Monitoring Tools and Reports
- Site and Client document management
- Unlimited number of customized reports that pull data from any of the modules listed above (reports, charts, graphs, and/or GIS).
- Unlimited number of customized surveys.
5. PERSIMMONY DATA EXPORTS

Contractor shall during the term of this Agreement provide data exports of all Commission-owned data within the database at no additional fee. An annual data export will be provided to Commission so that the Commission can have a back-up of all of its data. Data export requests by authorized Commission staff can be requested throughout the term of this Agreement provided that these requests are made with reasonable notice and time for Contractor to export the data.

6. HOSTING SERVER ACCESSIBILITY AND UPTIME

Contractor agrees to host Software on its server for the term of this contract. Server accessibility is granted only to authorized users pursuant to this Agreement. Commission agrees to reasonably maintain all client computers which access the Contractor’s server to be free of viruses, worms or other malicious software. Contractor is not liable for data loss related to malicious software contained within the data of or with any correspondence of Commission. Authorized users must maintain industry minimum host computer specifications in order to access the Software; Contractor is not responsible for host computer hardware or software failures which restrict the users’ ability to access the Software. Contractor agrees to provide 24 hour access to its server; server access may be unavailable in the event of routine maintenance, unexpected hardware failure, malicious attacks such as denial of service attacks, or other unforeseeable events which restrict outside access to the server. Contractor agrees to perform routine backups of all data and maintain these backups for a reasonable amount of time.

7. SOFTWARE TRAINING

Contractor shall, under the terms and conditions of this Agreement provide the following training options for authorized users:

- **Train-The-Trainer (T3):** Comprehensive training will be provided to select individuals who may train all subsequent authorized users of the Commission on Software. This option is most beneficial when the Commission has internal staffing that will be held accountable for specific data and evaluation-related functions for Software.

- **Classroom Training with One-On-One Follow-Up:** Classroom training will be provided in large group format for all new users. This option is best implemented when moving from one data system to another or when a large group of new users need to be trained quickly. For users who may request or require follow-up training, Contractor will provide virtual one-on-one follow-up sessions.

- **Just-In-Time Video Training:** Contractor will provide all authorized users access to video training 24-hours a day, seven days a week which provides training “just in time” for any of the data entry screens in the system. The SHOW ME videos provide step-by-step demonstrations on how to enter data, run reports and setup new fields; all at a pace that is comfortable for the user who can stop, repeat or get back to any portion of the video training at any time.
8. PERFORMANCE

Contractor shall, under the terms and conditions of this Agreement configure, support, and, allow access to and train users on its Software for the Commission to enter data into the Contractor’s software and allow the Commission to query data, run reports and analyze data using the Software. Completion of the Tasks or Milestones contained within the Project Plan satisfies the Contractor’s performance requirements of this Agreement.
### EXHIBIT B
#### PERSIMMONY BUDGET

<table>
<thead>
<tr>
<th></th>
<th>FY20-21 July 1, 2020 to June 30, 2021</th>
<th>FY21-22 July 1, 2021 to June 30, 2022</th>
<th>FY22-23 July 1, 2022 to June 30, 2023</th>
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<tbody>
<tr>
<td>ASP Operations, Software License, Software Updates and System Maintenance for Standard Persimmony First 5 Online Database</td>
<td>$232,780</td>
<td>$239,763</td>
<td>$246,956</td>
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<tr>
<td><strong>Persimmony Best Partner Discount</strong></td>
<td>$190,880</td>
<td>$196,606</td>
<td>$202,504</td>
</tr>
<tr>
<td>Persimmony Users Group Membership; includes all approved User Group database enhancements for the Standard Persimmony product.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>One-on-one virtual training for Commission Staff: How to use Software (including re-training, new hire training, and just-in-time training) and second-tier tech support for First 5 San Bernardino's Tech Support Personnel. (Yearly flat rate)</td>
<td>$10,000</td>
<td>$10,000</td>
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<tr>
<td><strong>First 5 San Bernardino Discount</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>On-Demand Data Exports</td>
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<td>$0</td>
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<tr>
<td><strong>Sub-Total</strong></td>
<td>$190,880</td>
<td>$196,606</td>
<td>$202,504</td>
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<tr>
<td><strong>TOTAL FEES</strong></td>
<td>$190,880</td>
<td>$196,606</td>
<td>$202,504</td>
</tr>
</tbody>
</table>

### CUSTOMIZATION FEATURES FOR THE LIFE OF THE CONTRACT

#### UNLIMITED REPORTS:
Customize an unlimited number of reports developed specifically for any First 5 San Bernardino stakeholder for 24/7 access to up-to-the-minute data with point and click reporting.

#### UNLIMITED SURVEYS:
Add or customize an unlimited number of surveys/questionnaires developed for any First 5 San Bernardino stakeholder for 24/7 access (e.g., MDRDP, DRDP, ASQ surveys, Parent Behavior Checklists, program questionnaires, surveys for grantees, etc.).

#### CUSTOMIZED DATA FIELDS:
Customization of all existing data field drop-down options.

#### CUSTOM FIELDS:
Add/modify/hide any data field within the Persimmony First 5 database.

#### DELETING CLIENTS:
Restrict or allow funded program users the rights to delete clients.

#### DELETING SERVICES:
Restrict or allow funded program users the rights to delete services.

#### PARTIAL DATA ENTRY:
Restrict or allow program users the rights to add incomplete data.

#### USER DASHBOARD:
Customized dashboard.

#### AGENCY SETUP:
First 5 San Bernardino staff can setup/add/modify an unlimited number of agencies within the system 24/7.

#### CONTRACT SETUP:
Add an unlimited number of contracts within the system 24/7.

#### CONTRACT RENEWAL AND TERMINATION:
Automated contract renewal is just one click to renew a funded program from one year to the next while terminating contracts are automatically closed without user intervention.

#### STRATEGIC PLAN:
Integrated strategic plan (from 1 to 4 levels).

#### SYSTEM REMINDERS AND E-MAIL BLASTS:
Unlimited number of automated e-mail communiques to all or selected system users; as well as an unlimited number of automated reports delivered by e-mail to all or selected system users.

#### STATE UPLOAD:
Unlimited number of local values aggregated into the state upload with the ability to combine state and local surveys into one survey tool, complete Part 3 online, review and validate state upload data integrity, and submit to the state with a single click.
AGENDA ITEM 12
MARCH 4, 2020

Subject
Local Impact Brief for Fiscal Year 2018-2019

Recommendations
Receive information on Local Impact Brief for Fiscal Year 2018-2019.
(Presenter: Scott McGrath, Deputy Director, Systems and Impact, 252-4259)

Financial Impact
None

Background Information
The 2018-2019 Local Impact Brief was prepared in partnership with Harder+Company who has worked with over 30 First 5 county commissions since 1999 and has served as the external evaluator for First 5 San Bernardino (F5SB) since 2004. Over the years, Harder+Company has worked closely with F5SB staff and its funded agencies to collect, assess, and measure data for program improvement and strategic decision-making. These efforts have served to tell the story of how First 5 programs and services impact the lives of children and families.

Impact can be measured in different ways depending on the work—children and families served, new partnerships formed, dollars leveraged for our county, or increased effectiveness of systems. We include icons throughout this report to indicate the level of impact seen through F5SB’s investments.

This local impact report highlights some of those achievements in three longstanding focus areas:

- Child Health
- Early Learning
- Family and Community Support & Partnerships

While information on the direct impact of First 5 investments on children and families may appear to be lacking in this year’s report, it is important to understand that systems level investments are intended to impact more families through collaboration with other partners and support of existing systems in light of ever-declining Proposition 10 funds. Whenever possible, evaluation of direct impact to children and families will be conducted and included in this and other documents throughout the year.

The 2018-2019 Local Impact Brief will be posted on the F5SB website and printed copies will be available in the coming weeks.

Review
Sophie Akins, Commission Counsel

Report on Action as taken

Action:

Moved: Second:

In Favor:

Opposed:

Abstained:

Comments:

Witnessed:
Introduction

Strong systems, strong families

In many ways, 2018-2019 was a milestone year for San Bernardino County. First 5 San Bernardino celebrated its 20th anniversary. At the same time, unemployment reached historic new lows, median housing prices continued to climb, and more children and families than ever before were covered by health insurance.

First 5’s work is guided by its vision to ensure that all children in San Bernardino County are healthy, safe, nurtured, eager to learn and ready to succeed. While direct funding for key services and programs remains an important part of First 5’s work, its efforts and funding increasingly have been used to strengthen systems of care to create sustainable and meaningful change across the county.

This local impact report highlights some of those achievements in three longstanding focus areas:

1. Child Health
2. Early Learning
3. Family and Community Support & Partnerships

Impact can be measured in different ways depending on the work—children and families served, new partnerships formed, dollars leveraged for our county, or increased effectiveness of systems. We include icons throughout this report to indicate the level of impact we are seeing for our investments.

We are excited to share our accomplishments this year and look forward to the future, too. While there are achievements to celebrate, 23% of our children continue to live in poverty therefore there is work left to be done.

To highlight how we see our investments supporting children and families, providers and partners, and communities and systems that surround them, we include icons to highlight areas of investments.
Child Health

2,790 children served in FY 2018-2019

SCREENING, ASSESSMENT, REFERRAL AND TREATMENT (SART)/EARLY IDENTIFICATION AND INTERVENTION SERVICES (EIIS). Over the last 15 years, First 5 San Bernardino and the County Department of Behavioral Health (DBH) have partnered to access Medi-Cal and EPSDT dollars to identify, treat, and make appropriate referrals to children who are experiencing significant developmental and/or behavioral issues.

First 5 San Bernardino’s health investments ensure children 0-5 and their families have access to a full spectrum of physical and behavioral health services needed to enhance their well-being.

EIIS and SART utilize a braided funding model to serve all children regardless of age. EIIS provides specialty mental health and attachment enrichment services to children between the ages of 0 to 9. SART serves children ages 0-6 who are experiencing social, physical, cognitive, behavioral, developmental, and/or psychological issues.

About 55% of children who presented at SART or EIIS experienced emotional outbursts, extreme tantrums and/or bedwetting – signs that they needed help adjusting to trauma.

Children’s lives improved in many ways*, including:

- **80%** increased curiosity
- **79%** improved attachment
- **76%** Improved emotion regulation

*based on assessment using the CANS for children discharged from SART in FY 2018-2019; data provided by Department of Behavioral Health
The **EARLY SMILES** program is an integrated and sustainable model program that provides children 0-5 and pregnant women with oral health education. The program ensures that participants have optimal oral health practices, provides screenings, and risk along with preventive services. Plus, the program creates collaboration between the medical and dental providers, by integrating oral healthcare into primary care.

![Brush and toothpaste icon]

**3.5K parents** demonstrated oral health knowledge gain

**9.5K children** received oral health screenings

**320 children** connected to a permanent dental home

The Center for Oral Health was integral in the development of the County of San Bernardino’s Oral Health strategic plan.

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**CHILDREN’S ASSESSMENT CENTER.** In partnership with Children’s Fund, Loma Linda University and partners, the assessment center provides holistic resources and referrals through a multi-disciplinary team to children age 0-5 to decrease the effects of child abuse, and prevent potential for future child abuse. Additionally, Children’s Fund provides training to parents, caregivers, and pregnant teens to help them protect their children from abuse. The team has trained professionals to better identify and respond to incidents of abuse.

- **600 children** received forensic screenings
- **1.4K trainings** were provided to medical and non-medical professionals*

*including nurse practitioners, forensic interview specialists, pediatricians, and other professionals

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**HELP ME GROW.** In partnership with First 5 Riverside and Loma Linda Children’s Hospital, initial phases of planning began to develop a comprehensive system of care to support early developmental and behavioral identification and intervention. The system will ultimately include a centralized call center access point for parents and professionals, outreach and education to parents and providers and ongoing data collection and analysis.

Important foundational milestones in 2018-19:

- Held several community engagement planning sessions.
- Established a regional (San Bernardino and Riverside counties) database and data collection system.

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The Arrowhead Regional Medical Center **BREATHMOBILE** travels to participating sites across the county to treat children with asthma. Visits include complete evaluation, examination, care plan and extensive patient-family education sessions.
LOCAL DENTAL PILOT PROJECT/DTI. The CA Department of Health Care Service funds DTI which increases dental care for Medi-Cal recipients. First 5 San Bernardino has continued to support oral health access for children and families in the Inland Empire. In collaboration with First 5 Riverside, they implemented the Virtual Dental Home (VDH), which utilizes tele-health technology to provide oral health services where children are, such as preschool/school sites.

First 5 also provides regional support through the ORAL HEALTH ACTION COALITION of the Inland Empire (OHAC-IE). OHAC-IE is a non-partisan coalition of oral health advocates dedicated to improving the oral health of vulnerable populations in the Inland Empire region. The coalition convenes more than 30 health care providers, institutions, and advocates for peer-to-peer learning and leverages resources that impact oral health programs and policies in the region.

During the 2018-19 fiscal year:

- OHAC-IE members learned about the needs assessments and strategic plan finalized by the Local Oral Health Program in San Bernardino County.

- Members participated in the California Dental Association (CDA) Cares event held on September 27th and 28th in San Bernardino. This event served 1,626 patients through the participation of 1,418 volunteers.

- Members value the coalition as a platform for collaboration and resource sharing.

EARLY CHILDHOOD ORAL HEALTH ASSESSMENT (ECOHA) STRATEGY. ECOHA is a mobile app to allow for a quick oral health assessment and to connect children to a dental home. The app provides an opt-in link for parents to receive educational text messages through Ready4K. In 2018-19 calendar year, there were over 7,000 children assessments.
MATERNAL HEALTH NETWORK. Although the State of California exceeds most national targets for maternal care and birth outcomes, San Bernardino County lags behind the state in many categories. This includes access to early and adequate prenatal care, preterm birth rates, and neonatal death rates. These disparities are even more pronounced for African American women. To address this important issue, First 5 San Bernardino provided financial support to convene the Maternal Health Network (MHN), a collective of service providers and advocates dedicated to improving the quality of maternal health care in San Bernardino County.

The overarching goal of the MHN is to develop a comprehensive, coordinated, and responsive support system for families who are planning to become pregnant, those that are pregnant and those that have recently delivered a child.

The MHN worked with Social Entrepreneurs, Inc. (SEI) to conduct a gap and asset analysis of the maternal health system. Over the course of the year, MHN events engaged over 200 providers and community members in activities and work groups to identify key issues, assets and opportunities to strengthen the maternal health system in San Bernardino County.

The MHN identified six critical issues that need to be addressed to improve maternal health and birth outcomes across the county, including:

- **Equity**
- **Early identification of risk**
- **Access to community resources**
- **Data sufficiency**
- **Provider capacity**
First 5 San Bernardino’s early learning investments support high quality early childhood care and education that prepares children to reach their optimal potential.

REACH OUT AND READ gives young children a foundation for success by incorporating books into pediatric care and encouraging families to read aloud together.

In 2018-2019, First 5 supported the hiring of a full-time coordinator position to the local chapter of the American Academy of Pediatrics who are in the early phases of program expansion to more providers in 2019-2020.

Last year in 2017-2018, approximately

- **60** pediatricians across the county were engaged
- **33K** books distributed to children and their families

Providers & Partners

PRESCHOOL SERVICES DIVISION’S EARLY HEAD START CHILD CARE PARTNERSHIP. First 5 provided a local match to enhance federal support for professional development of Early Head Start educators focused on environmental and school readiness quality. Two coaches are employed to improve capacity among Early Head Start providers in the county. The trainings complement coaching and support offered by Quality Start San Bernardino.

- **25** providers received coaching and other quality supports
- **600** children are served by these providers

To complement services provided to children and families, First 5 supported six AmeriCorps members to provide one-on-one literacy and school readiness services to 149 students in San Bernardino County Head-Start programs, as well as supporting the classroom at large.
QUALITY START SAN BERNARDINO. The quality of early learning opportunities is critical to a child’s long-term success in school and life. Quality Start San Bernardino (QSSB) is a quality rating and improvement system (QRIS) designed to help child care programs and preschools provide the highest quality early learning experiences to children.

QSSB integrates and aligns quality improvement services and investments into one coherent system. It is funded and implemented in conjunction with Cal State University San Bernardino, Child Care Resource Center, San Bernardino County Superintendent of Schools, and County Preschool Services. 2018-2019 was the initiative’s second operational year, and QSSB’s reach increased by 50 providers over the previous year, a 27% increase. To learn more please go to www.qualitystartsbc.org

At the end of 2018-2019,

234 early care and education sites participated in QSSB

In 2018-2019, QSSB ensured that more than 10K children benefitted from an overall higher quality early learning environment

In 2018-2019, 60 sites received a second quality rating to measure progress:

- 42 re-rated sites had an increase in total rating points
- 24 re-rated sites moved to a higher quality tier

148 sites participating in QSSB received Quality Plus or Highest Quality ratings

- Highest Quality
  Far exceeds quality standards
- Quality Plus
  Exceeds quality standards
- Quality
  Meets quality standards
- Rising Quality
  Approaching quality standards
- Emerging Quality
  Committed to quality improvement
- No Rating
  Program is enrolled in Quality Start but does not yet have a public rating
The Family and Community Support and Partnerships (FCSP) investment provides parenting education classes (Nurturing Parenting) and structured case management services to increase family stability. Families participate in both services to ensure

1,106 parents received 11,596 Nurturing Parenting classes

Parents who received nurturing parenting classes demonstrated significant improvements in positive parenting practices that help protect children against maltreatment.

First 5 San Bernardino strengthens families and communities to assist them in nurturing, caring, and providing for their children’s success and well-being.

551 parents scored in the high or moderate risk for abuse range in one or more areas when starting parenting classes.

By the end of the program, 517 of 551 parents moved from high or moderate to low risk, substantially reducing their children’s likelihood of experiencing abuse and neglect.

After taking Nurturing Parenting classes, # of parents* at high risk for...

- inappropriate expectations of children decreased by 105
- parental lack of empathy decreased by 174
- belief in corporal punishment decreased by 89
- reversing parent-child roles decreased by 108
- oppressing children's power and independence decreased by 120

*The number of parents represented in Nurturing Parenting Classes are duplicated.
CASE MANAGEMENT. Case management sessions help parents meet their family’s basic needs and support the skills taught in Nurturing Parenting classes. In 2018-19, the most frequent needs reported by families using case management services were...

Community Resources Knowledge: When asked about their knowledge and use of community resources and how to use them...

329 parents said they either had no knowledge of community resources or some knowledge of community resources.

Social Interactions: In regards to the connections with family and other community members...

225 parents said their family did not have social ties with other people (including relatives) or their family has some social ties with others (mostly relatives).

Employment: When it comes to keeping stable employment...

189 parents said they were either unemployed and have difficulty getting a job or experience difficulty keeping a job once hired.

1,004 parents received 3,694 Case Management sessions

Families who entered case management are assessed using the Family Developmental Matrix with 19 indicators. Below are the top three indicators participants were ‘in crisis’ or ‘at risk’ at Intake and exit for most common case management needs

<table>
<thead>
<tr>
<th>Indicator</th>
<th>At Intake</th>
<th>At Exit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Resources Knowledge</td>
<td>329</td>
<td>37</td>
</tr>
<tr>
<td>Social Interactions</td>
<td>225</td>
<td>35</td>
</tr>
<tr>
<td>Employment</td>
<td>189</td>
<td>41</td>
</tr>
</tbody>
</table>

On average, parents entered FCSP in crisis or at risk in four areas. By the end of the program, most families improved to safe or stable in three areas.
Providers & Partners

CAREER ONLINE HIGH SCHOOL offers parents 19 and older the opportunity to earn an accredited high school diploma and career certificate online. In 2018-19, the Career Online High School saw its second graduating class.

- **59** participants were actively enrolled in the program
- **100** individuals were in the pre-enrollment process
- **5** graduates were provided scholarships by First 5 San Bernardino to complete the program.

211 SAN BERNARDINO COUNTY is the central source for providing free and confidential information and referrals for all health and human services in the county.

Phone lines are open 24 hours a day, 7 days a week, with trained Community Resource Advisors prepared to offer helpful information with any situation, any time—whether financial, domestic, health, or disaster-related.

- **59K** families were provided referrals and resources
- Homelessness and transportation needs were the most common needs.

Communities & Systems

In partnership with Children’s Network, First 5:

- Supported the 33rd Annual Children’s Network Conference.
- established the fatherhood involvement collaborative, which promotes the involvement, necessity, and value of the role of fathers in the family and community.
- implemented safe-sleep, maternal mental health, and child abuse prevention media campaigns in the county.
First 5 San Bernardino Commission

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