Agenda: Children and Families Commission 08-2013

330 North D Street, Fifth Floor, San Bernardino, California 92415

Meeting date, time, and place
August 7, 2013
3:30 p.m.
San Bernardino County Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

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

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
Executive Director’s Report by Karen E. Scott

Report
Advisory Committee Report by Chair Leslie Egge

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CONSENT ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approve minutes of June 19, 2013 Commission Meeting. (Affected Districts: All) (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
</tr>
</tbody>
</table>

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 330 North D Street, Suite 500, San Bernardino, California 92415.

Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.
2  Rescind approval of Children’s Network Contract SI016 from the June 19, 2013 Commission Meeting in the amount of $170,139 for the provision of services provided by the Screening, Assessment, Referral and Treatment (SART) Coordinator for Fiscal Year 2013-2014 and approve revised contract correcting signing authority.
(Affected Districts: All)
(Presenter: Cindy Faulkner, Operations Manager, 387-1504)

3  Rescind approval of Children’s Network Contract CE009 Amendment A2 from the May 15, 2013 Commission Meeting in the amount of $411,344 for FY 2013-2014 for a total contract amount not to exceed $1,297,450 to implement countywide educational campaigns and community events addressing child abuse prevention and approve revised contract correcting signing authority.
(Affected Districts: All)
(Presenter: Cindy Faulkner, Operations Manager, 387-1504)

4  Rescind approval of High Desert Outreach Center Contract SI015 from the June 19, 2013 Commission Meeting in the amount of $205,160 for Fiscal Years 2013-2015 and approve revised contract correcting the name of the legal entity to read High Desert Community Foundation.
(Affected Districts: First District)
(Presenter: Cindy Faulkner, Operations Manager, 387-1504)

5  Approve Assignment Agreement for Contract SI012 between the Loma Linda University Medical Center Pediatrics Department and Loma Linda – Inland Empire Consortium for Healthcare Education in the amount of $144,256 for Fiscal Years 2013-2016 to provide a Child Abuse Pediatric Fellowship.
(Affected Districts: All)
(Presenter: Cindy Faulkner, Operations Manager, 387-1504)

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<td>6</td>
<td>Reject offer for a new lease at the reduced monthly rental rate of $15,923.61 ($1.25/sq ft.) for premises currently leased at 330 North D Street, Suite 500, (Fifth Floor), San Bernardino, CA 92415-0442. (Affected Districts: All) (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
</tr>
<tr>
<td>7</td>
<td>Approve Contract IC024 with Three Carnegie Plaza as lease agreement for office space for First 5 San Bernardino, located at 735 Carnegie Drive, Suite 150, San Bernardino, effective November 1, 2013, in the amount of $3,335,013. (Affected Districts: All) (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
</tr>
<tr>
<td>8</td>
<td>Ratify action of the Executive Director in issuing letter of intent to participate in the First 5 Service Corps program for Fiscal Year 2013-2014 and authorize $80,200 funding match for Prevent Child Abuse Prevention California four (4) AmeriCorps service member positions to provide school readiness services for fiscal year 2013-2014. (Affected Districts: All) (Presenter: Mary Alvarez, Staff Analyst II, 387-1508)</td>
</tr>
<tr>
<td>9</td>
<td>Approve Contract EC026 with the San Bernardino County Child Care Planning Council (CCPC) under the umbrella of San Bernardino County Superintendent of Schools in the amount of $2,699,778 for fiscal year 2013-2016 to provide countywide services as identified in the First 5 California CARES Plus program guidelines and required 3:1 local cash match. (Affected Districts: All) (Presenter: Mary Alvarez, Staff Analyst II, 387-1508)</td>
</tr>
</tbody>
</table>

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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 Commission Meeting

September 4, 2013
County of San Bernardino Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415
Minutes: Children and Families Commission Meeting

330 North D Street, Fifth Floor, San Bernardino, California 92415

Meeting Date, Time and Location

June 19, 2013
3:30 p.m.
Chair Haugan called the meeting to order at 3:31 p.m.
County Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

Pledge of Allegiance

The Pledge of Allegiance was led by Chair Haugan

Special Presentation

“Healthy Cities Highlights 2012-2013”
Scott McGrath, Supervisor, First 5 San Bernardino

A presentation showcasing the projects embraced and the potential outcomes achieved by five of the Healthy Cities/Healthy Communities contracted with First 5 San Bernardino. Explanation to the Commission on how evaluation data will be derived for these projects since it is very different than other direct service programs.

Conflict of Interest Disclosure

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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.

Attendees

Commissioners Present
- Leslie Egge
- Linda Haugan
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- Elliot Weinstein, M.D.

Staff Present
- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
Certificates of Appreciation
Students from Cal State San Bernardino recently joined in an innovative partnership with First 5 San Bernardino in a research project comparing breastfeeding outcomes between Riverside and San Bernardino counties, considering that San Bernardino County has more Baby Friendly hospitals than anywhere else in the world. Ms. Scott thanked them for their thorough research, evaluation and recommendations and presented each student and their professor, Dr. Jan Kottke, with a certificate of appreciation. The students were invited to return to the August 7 Commission Meeting for a full presentation of their report to the Commissioners.

First 5 Commercial
First 5 San Bernardino has contracted to run a short TV commercial with Charter Network Cable Media covering the Rancho Cucamonga, Mountain and High Desert areas of San Bernardino County as well as portions of Riverside and the communities of Alhambra, Burbank, Long Beach/Cerritos, Malibu, Norwalk/Whittier, Pasadena, West Covina/Azusa in Los Angeles County.

The cost offered by Charter Network for this coverage is $18,636 for the year, saving First 5 San Bernardino approximately $18,000 for such a project because of the package structure which includes coverage in portions of other counties. The commercial will run 296 times per month, for a total of 3,552 for the year airing on Bravo, USA, ABC Family, Nickelodeon, VH-1, BET, Oxygen, Syfy, Cooking Channel, Disney XD, Hub and SoapNet channels.

Third Quarter Budget Status
Presented third quarter budget status as of March 31, 2013. The FY 2012/13 total budget is $38,913,251. Expenditures through the 3rd quarter = $12,715,551. The Administrative Costs percentage to actuals = 16.39% and will decrease substantially by the end of the 4th quarter after contracted agencies submit final request for reimbursements and closeouts of the fiscal year are completed.

Changes to Agenda
No changes.
Consent

A motion was made by Commissioner Ohikhuare and seconded by Commissioner Hill to approve the Consent Items. Without further comment or objection, motion carried.

<table>
<thead>
<tr>
<th>Item No.</th>
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| 1        | Approve minutes of May 15, 2013 Commission Meeting.  
(Affected Districts: All)  
(Presenter: Ann M. Calkins, Executive Assistant, 387-1502) |  |

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(Affected Districts: All)  
(Presenter: Karen E. Scott, Executive Director, 387-1502)  
The Public Hearing was conducted highlighting the support and work of the State First 5 Commission related to Developmental Screenings and Services, the CARES Plus program, the Power of Preschool program, the Hands-On Health Express van, Parent Education website and Social Media, Smoking Cessation resources and the Kits for New Parents. Commissioners were directed to Appendix A of the report to find a complete description of the services of First 5 California by result areas (child development, child health, family functioning, and systems of care). Commission was also informed that Evaluation results show that First 5 California and the county commissions seek to provide families most in need with services that prepare children to enter school ready to learn and thrive.  
No public comments were presented on this item. |
| 3        | Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for 2010-2015 to confirm the plan will be active for the forthcoming fiscal year.  
(Affected Districts: All)  
(Presenter: Karen E. Scott, Executive Director, 387-1502)  
The Public Hearing was conducted informing the Commission that the current First 5 San Bernardino Strategic Plan, covering the fiscal years 2010-2015 requires no changes and will support the work of the Commission over the next program year. A subcommittee of the First 5 San Bernardino Advisory Committee has been established and will be working over the next year on recommendations for revision of the Strategic Plan for the future.  
No public comments were presented on this item. |
| 4        | Authorize negotiation of lease at recommended site of 735 Carnegie Drive, Suite 150 in San Bernardino.  
(Affected Districts: All)  
(Presenter: Karen E. Scott, Executive Director, 387-1502)  
**Discussion**  
Commissioner Hill asked if First 5 will present a new lease contract to the Commission. Ms. Scott answered yes.  
**Public Comment**  
None |
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<tr>
<th>1</th>
<th>A motion was made by Commissioner Ohikhuare and seconded by Commissioner Egge to authorize Agenda Item 4. Without further comment or objection, motion carried.</th>
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| 2 | **Authorize termination of Contract AIC0002Y09 with service of 120 Day Notice of Lease Termination at 330 No. D Street, Suite 500, San Bernardino**  
(Affected Districts: All)  
(Presenter: Karen E. Scott, Executive Director, 387-1502)  
**Discussion**  
None  
**Public Comment**  
None  
A motion was made by Commissioner Hill and seconded by Commissioner Weinstein to authorize Agenda Item 5. Without further comment or objection, motion carried. |
| 3 | **Approve submittal of application for membership to the “Children Now Children’s Movement”**.  
(Affected Districts: All)  
(Presenter: Karen E. Scott, Executive Director, 387-1502)  
**Discussion**  
Commission Counsel Regina Coleman stated that the Commission name would not be used on any legislation submitted by Children Now unless specifically authorized by the Commission.  
**Public Comment**  
None  
A motion was made by Commissioner Egge and seconded by Commissioner Hill to approve Agenda Item 6. Without further comment or objection, motion carried. |
| 4 | **Approve budget for fiscal year 2013-2014 and updates to the five-year financial plan.**  
(Affected Districts: All)  
(Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 387-1505)  
**Discussion**  
Errors found in the “Proposed” Budget Book will be corrected.  
**Public Comment**  
None  
A motion was made by Commissioner Hill and seconded by Commissioner Weinstein to approve Agenda Item 7. Without further comment or objection, motion carried. |
| 5 | **Approve Investing In Children Early Education Contract Amendments for FY 2013-14 and FY 2014-15 increasing the contracts by $3,362,998 for a cumulative total amount of $9,032,452 to provide quality and developmentally appropriate early education programs with the following agencies:**  
A. Barstow Unified School District, Contract EC012 A1, increase of $292,681 for the total contract amount of $1,404,491  
B. Hesperia Unified School District, Contract EC013 A1, increase of $627,554 for the total contract amount of $1,990,832  
C. Rialto Unified School District, Contract EC016 A1, increase of $1,216,509 for the total contract amount of $2,644,514 |
D. Lucerne Valley Unified School District, Contract EC014 A1, increase of $150,823 for the total contract amount of $204,805
E. Fontana Unified School District, Contract EC009 A1, increase of $1,075,431 for the total contract amount of $2,787,810
(Affected Districts: All)
(Presenter: Mary Jaquish, Supervisor)

Discussion
None

Public Comment
None

A motion was made by Commissioner Egge and seconded by Commissioner Ohikhuare to approve Agenda Item 8. Without further comment or objection, motion carried.

Approve Healthy Cities/Healthy Communities (HCHC) Contracts for Fiscal Years 2013-2015 in the amount of $963,516 and approve HCHC Contract Amendments for Fiscal Years 2012-2015 in the total amount of $2,978,553 for a cumulative total amount of $3,924,069 with the following:

Healthy Cities Contracts:
A. City of Rialto, Contract SI013, in the total amount of $548,600
B. Reach Out, Contract SI014, in the total amount of $209,756
C. High Desert Outreach Center, Contract SI015, in the total amount of $205,160

Healthy Cities Contract Amendments:
D. City of Rancho Cucamonga, Contract SI005 A1, in increase of $651,367 for the total contract amount of $762,658
E. City of Montclair, Contract SI006 A1, in increase of $331,104 for the total contract amount of $420,604
F. Reach Out, Contract SI007 A1, in increase of $481,952 for the total contract amount of $556,952
G. St. Mary Medical, Contract SI008 A1, in increase of $770,623 for the total contract amount of $845,012
H. Town of Apple Valley, Contract SI009 A1, in increase of $344,699 for the total contract amount of $393,327
(Affected Districts: All)
(Presenter: Mary Jaquish, Supervisor, 387-1512)

Discussion
None

Public Comment
None

A motion was made by Commissioner Hill and seconded by Commissioner Weinstein to approve Agenda Item 9. Without further comment or objection, motion carried.

Approve Family Literacy Development Services Contracts for Fiscal Years 2013-2015 to provide literacy services to children birth through five years of age and their families in the total amount of $1,115,245 with the following:

A. Child Care Resource Center Inc., Contract EC021 in the amount of $194,866
B. Chino Valley Unified School District, Contract EC022 in the amount of $235,172
C. County of San Bernardino Area 20 Special Districts Joshua Tree, Contract EC024 in the amount of $53,447
D. Rim Family Services, Contract EC025 in the amount of $211,122
E. Save the Children Federation, Inc., Contract EC027 in the amount of $280,000
F. University Enterprises Corporation at California State University San Bernardino, Contract EC023 in the amount of $140,638
(Affected Districts: All)
(Presenter: Scott McGrath, Supervisor, 387-1524)

Discussion
Commissioner Hill asked where these services were being provided. Mr. McGrath stated these services are provided in Big Bear City, Trona, Needles and Baker and a few other desert, rural and/or remote areas. Projected numbers of children to be served annually is 814.

Public Comment
None

A motion was made by Commissioner Egge and seconded by Commissioner Hill to approve Agenda Item 10. Without further comment or objection, motion carried.

Approve Contract SI016 with Children’s Network in the amount of $170,139 for the provision of services provided by the Screening, Assessment, Referral and Treatment (SART) Coordinator for Fiscal Year 2013-2014.
(Affected Districts: All)
(Presenter: Christopher Espinoza, Staff Analyst II, 387-1526)

Discussion
None

Public Comment
None

Commissioner Haugan abstained due to her position as appointing authority over Children's Network.

A motion was made by Commissioner Weinstein and seconded by Commissioner Hill to approve Agenda Item 11. Without further comment or objection, motion carried.

Public Comment
Semrann Mann, Loma Linda University; Ashley Jones, Assemblywomen Cheryl Brown’s office; Teresa Healy, Barstow Unified School District.

Commissioner Roundtable
Commissioner Hill stated that in her second month as Commissioner she is very impressed and commends the work of First 5 San Bernardino. Commissioner Hill said that the benefits for children 0 to 5 are the result of the good work from First 5 staff.

Adjournment
Chair Haugan adjourned the meeting at 4:40 p.m.
**Next Commission Meeting**

August 7, 2013, 3:30 p.m.
County of San Bernardino Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

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**Attest**

________________________________________

Linda Haugan, Chair

________________________________________

Ann M. Calkins, Commission Secretary
AGENDA ITEM 2  
AUGUST 7, 2013

Subject  
Children’s Network for Screening, Assessment, Referral and Treatment (SART) Coordinator, Contract SI016

Recommendations  
Rescind approval of Children’s Network Contract SI016 from the June 19, 2013 Commission Meeting in the amount of $170,139 for the provision of services provided by the Screening, Assessment, Referral and Treatment (SART) Coordinator for Fiscal Year 2013-2014 and approve revised contract correcting signing authority.  
(Affected Districts: All)  
(Presenter: Cindy Faulkner, Operations Manager, 387-1504)

Background Information  
The Commission approved Contract SI016 at the June 19, 2013 Commission meeting. The original contract was signed by the Children’s Network Officer. It was later discovered that the signing authority should be the Chair of the Board of Supervisors.  

First 5 staff is requesting approval of the revised contract with the correct signing authority.

Children’s Network – SART Coordinator  
Children’s Network is the Child Policy Council lead for a trans-disciplinary countywide collaborative. As the SART Coordinator this agency promotes the implementation of research based strategy for prevention, intervention, and clinical treatment services for at-risk children ages 0-5 and their families.

As the SART Coordinator this agency will provide continued leadership and support for County and Community system linkages/supports. They will also provide the leadership to facilitate the successful implementation and ongoing operation of SART/EIIS services through the SART contract providers and their supporting partner agencies.

The SART Coordinator’s scope of services includes supporting the SART Model of Care. The Coordinator will work closely with DBH and First 5 staff to review, assess and provide feedback on the functionality of the Model of Care; coordinate and participate in scheduled meetings and trainings and assist First 5 San Bernardino staff in general program implementation which may include logistics.

Under the direction of, and in coordination with First 5 San Bernardino staff, the Coordinator possesses the qualities listed below as well as has an understanding and desire to achieve the following deliverables:

- Works collaboratively with County Government agencies and Community Based Organizations.
- Works effectively with individuals and teams with diverse strengths and varying backgrounds.
- Facilitates conversations with multiple stakeholders.
- Serves providers with clinical capabilities providing opportunities for “on the job” training and expanding professional development that
would support the system of care.

✓ Provides continued leadership and support for County and Community systems.

✓ Facilitates with the Department of Behavioral Health the successful implementation and ongoing operation of the SART system of care and SART/EIIS contract providers.

✓ Establishes supporting structures needed to sustain and enrich the Model of Care.

✓ Oversees a group comprised of participating public and private agencies to develop mutual problem-solving, evaluation, and long term planning.

✓ Manages and co-facilitates SART Policy/Outcome Committee to address federal, state, and local policies that negatively impact young children and their families.

Pending Commission approval, these services provided by the SART Coordinator will be offered as part of the SART/EIIS 0-5 Comprehensive Treatment collaborative effort.

Financial Impact
Total financial investment of $170,139 for Fiscal Year 2013-2014.

Review
Regina Coleman, Commission Counsel

Report on Action as taken
Action:
Moved: In Favor: Opposed: Abstained: Comments: Witnessed:
PROGRAM OUTLINE DOCUMENT 2013-2014

AGENCY INFORMATION:

Legal Entity: County of San Bernardino
Contract: SI016

Dept/Division: Children’s Network
Phone #: (909) 383 - 9677

Project Name: Countywide SART
Fax #: (909) 383 - 9688

Address: 825 E. Hospitality Ln. 2nd Floor
San Bernardino, CA 92415

Website: http://hsnet/cnet/

PROGRAM CONTACT:

Name: Amy Cousineau
Phone #: (909) 383 - 9696

Title: Network Officer
Fax #: (909) 383 - 9688

Email: acousineau@hss.sbcounty.gov

FISCAL CONTACT:

Name: Kathy Turnbull
Phone #: (909) 383 - 9758

Title: Associate Network Officer
Fax #: 

Email: 

CONTRACT REPRESENTATIVE:

Name: 
Phone #: 

Title: 
Fax #: 

Email: 

ADDITIONAL CONTACT:

Name: 
Phone #: 

Title: 
Fax #: 

Email: 
TYPE OF AGENCY:

☐ School Districts  ☐ K-8  ☐ K-12  ☐ County/State Educational Institution
☐ Community Based Organization  ☐ County Government Agency/Dept.
☐ Private Entity/Institution  ☐ For Profit  ☐ Non-Profit  ☐ Other Government Agency
☐ Faith Based Organization  ☐ Other - please describe:

FIRST 5 FOCUS AREA:

Strategies:

☐ Health  ☐ Education  ☐ Family  ☐ Community
☐ SART
☐ Pre-K Academy
☐ Resource Center and Case Management
☐ Healthy Cities
☐ Health Care Access
☐ Preschool
☐ Parent Education
☐ Systems
☐ Oral Health
☐ Home Visitation
☐ Infant Toddler
☐ Primary Care Services
☐ Perinatal
☐ Asthma/Bronchitis
☐ Obesity

Geographic area to serve: Countywide

OBJECTIVES:

Systems sustain progress and services achieve desired results

Performance Target #1: By June 30th, 2014 the SART Coordinator will organize and educate SART/EIIS stakeholders on the SART/EIIS fidelity model of care and referral process in an effort to strengthen the SART/EIIS system of care.

Performance Target #2: By June 30th, 2014 the SART Coordinator will organize trainings based on a comprehensive training needs assessment for direct SART/EIIS service providers’ professional development and the overall strengthening of the SART/EIIS system of care and the fidelity model of care as referenced in County of San Bernardino Behavioral Health 0-5 Comprehensive Treatment Services: SART and EIIS RFP DBH 12-77.

Performance Target #3: By June 30th 2014 the SART Coordinator will conduct quarterly site visits with all SART/ EIIS providers.

Performance Target #4: By June 30th 2014 the SART coordinator will arrange and facilitate SART/EIIS provider, funder and stakeholder meetings.

INVESTMENT:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2013-2014</td>
<td>$170,139</td>
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</table>

TOTAL $170,139
THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

County of San Bernardino

Department/Division

Children’s Network

Address

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

Phone
(909) 383-9696

Federal ID No.
95-6002748

IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:
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<td>III. CONTRACTOR'S GENERAL RESPONSIBILITIES</td>
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<td>X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS</td>
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<td>XI. IMPROPER CONSIDERATION</td>
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<td>XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS</td>
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<tr>
<td>PROGRAM WORK PLAN</td>
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<td>PROGRAM BUDGET</td>
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I. DEFINITIONS

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

**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.

**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.

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

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

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

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

**Case Management:** 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 not to exceed one (1) year in duration. Characterized by advocacy, communication, resource management, quality cost-effective interventions and outcomes, and linking the client with systems.

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

**Child Care Licensing:** Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

**Child Development Permit Matrix:** Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

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

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

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

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

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

**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.

**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.

**Life Skills Progression (LSP):** An outcome measurement instrument designed for use by programs serving low income parents of children aged 0-3 years, but it can extend to age 60 months. There are 43 parent and child scales which describe a spectrum of skills and abilities over six major categories of functioning. The LSP is used to collect outcomes data, to monitor client strengths and needs, to plan clinical interventions, and provide data for research purposes.

**Kindergarten Student Entrance Profile (KSEP):** A screening tool to measure the developmental readiness of each student upon entering kindergarten for the first time. It serves as a baseline assessment and provides data on student’s readiness as they enter kindergarten.

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

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.
**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

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

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

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

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

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

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

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

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

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

**Program Work Plan:** A plan that includes the Performance Targets of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.

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

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

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

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

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

**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.

**Special Needs:** Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.
Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

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

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

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

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 2013-2014.

B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available on the Commission website at www.first5sanbernardino.org.

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 II.

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 years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five 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 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 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 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 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 business days.

L. Grievance Policy

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

M. Governing Board

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

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

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

O. Child Abuse Reporting

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

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

P. Department of Justice Clearance

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

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

Q. Conditions of Employment

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

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

S. Indemnification and Insurance Requirements

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

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

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

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

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

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

6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

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

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

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.
b. **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

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

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

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

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

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

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

or

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

or

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

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

T. **Licenses and Permits**

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

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

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

W. Americans with Disabilities Act
Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

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

Y. 2-1-1 Registration
Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract 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.

Z. 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.

AA. Attribution
Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

BB. 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.

CC. 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. Program Reports are due the last day of the month following the end of the program 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 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.

  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.

- **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 30 days prior to the normal conclusion of a contract. If a contract is terminated early under any fiscal provision or due to correction of performance deficiencies, contractor shall submit the Closing Asset report within 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.

**DD. 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.).

**EE. Environmental Regulations**

EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to 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 15 days of the Contract approval date.
V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $170,139 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.

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.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 15% of the Contract payment amount for Fiscal Year 2013-2014 only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports.

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 30 days in advance of travel date and travel must be approved in advance by the Program Manager.

E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

I. Procurement

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

J. Fixed Assets

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

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

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

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

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

L. Fiscal Record Keeping

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

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

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

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

VIII. TERM

A. This Contract is effective commencing July 1, 2013 and expires June 30, 2014, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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

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

D. Continuation of this Contract for each fiscal year after June 30, 2014 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:**
County of San Bernardino
Children’s Network
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0049

**Commission:**
First 5 San Bernardino
330 North D Street, 5th Floor
San Bernardino, CA 92415-0442

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

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

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

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

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

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

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

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with: the provisions of the County of San Bernardino Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432,
The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Commission.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the Commission within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the Commission will supply a sample of the Plan format. The Contractor will be monitored by the Commission for compliance with provisions of its Civil Rights Plan.

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.

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page
XIII. CONCLUSION

A. This Contract, consisting of 23 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.
**Performance Objective #1** – By June 30, 2014 the SART Coordinator will organize and educate SART/EIIS stakeholders on the SART/EIIS fidelity model of care and referral process in an effort to strengthen the SART/EIIS system of care.

<table>
<thead>
<tr>
<th>Commission Level Outcomes</th>
<th>Service Activities</th>
<th>Expected Outcomes</th>
<th>Verification Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community-based service providers have the capacity to address diverse community needs</td>
<td>SART 101 training for the following stakeholders, with regards to SART/EIIS: Children and Family Services</td>
<td>Stakeholders are informed of and trained on topics relevant to the high-risk 0-5 population and the fidelity model of care as referenced in County of San Bernardino Behavioral Health 0-5 Comprehensive Treatment Services: SART and EIIS RFP DBH 12-77</td>
<td>Trainings will be conducted during the 1st and 2nd quarter with follow-up in the 4th quarter. Training will take place in each CFS region with the director and staff of the SART center taking the lead. This will be between six and eight trainings. Sign-in sheets Satisfaction surveys (Harder -Persimmony) Evaluations will be included in the Quarterly Reports with a compilation of data form satisfaction surveys.</td>
</tr>
<tr>
<td></td>
<td>SART 101 training for the following stakeholders, with regards to SART/EIIS: Dependency Court staff Pre-school Services Department Pediatricians</td>
<td>Stakeholders are informed of and trained on topics relevant to the high-risk 0-5 population and the fidelity model of care as referenced in County of San Bernardino Behavioral Health 0-5 Comprehensive Treatment Services: SART and EIIS RFP DBH 12-77</td>
<td>Trainings will be conducted during one of their in service quarterly meetings in the 2nd and/or 3rd quarter. Sign-in sheets Satisfaction surveys (Harder -Persimmony) Evaluations will be included in the Quarterly Reports with a compilation of data form satisfaction surveys.</td>
</tr>
</tbody>
</table>
Performance Objective #2 – By June 30, 2014 the SART Coordinator will organize trainings based on a comprehensive training needs assessment for direct SART/EIIS service providers’ professional development and the overall strengthening of the SART/EIIS system of care and the fidelity model of care as referenced in County of San Bernardino Behavioral Health 0-5 Comprehensive Treatment Services: SART and EIIS RFP DBH 12-77.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Community-based service providers have the capacity to address diverse community needs</td>
<td>Identify training topics for SART/EIIS direct service providers staff’s professional development by conducting a comprehensive training needs assessment.</td>
<td>Direct service provider staff for SART/EIIS are informed of and trained on topics relevant to the high-risk 0-5 population and the fidelity model of care as referenced in County of San Bernardino Behavioral Health 0-5 Comprehensive Treatment Services: SART and EIIS RFP DBH 12-77</td>
<td>A preliminary needs assessment report identifying dates and topics will be prepared by the end of the first quarter with the understanding that needs will continue to be addressed through-out the fiscal year and adjustments may be made to the plan. Evaluations will be included in the Quarterly Reports</td>
</tr>
<tr>
<td>Coordinate SART/EIIS direct service providers trainings which will be provided by a combination of local, national and international experts in the field of high risk children 0-5.</td>
<td>Strengthening of direct service providers for SART/EIIS professional development and system of care the fidelity model as referenced in County of San Bernardino Behavioral Health 0-5 Comprehensive Treatment Services: SART and EIIS RFP DBH 12-77</td>
<td>Sign-in sheets Satisfaction surveys (Harder -Persimmony) Evaluations will be included in the Quarterly Reports with a compilation of data form satisfaction surveys.</td>
<td></td>
</tr>
</tbody>
</table>

Performance Objective #3: By June 30 2014 the SART Coordinator will conduct quarterly site visits with all SART/ EIIS providers.

<table>
<thead>
<tr>
<th>Commission Level Outcomes</th>
<th>Service Activities</th>
<th>Expected Outcomes</th>
<th>Verification Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems sustain progress and services achieve desired results</td>
<td>Conduct site visits at all SART/EIIS service sites.</td>
<td>Assess needs, gaps, conflict and SART/EIIS program fidelity model of care as referenced in County of San Bernardino Behavioral Health 0-5 Comprehensive Treatment Services: SART and EIIS RFP DBH 12-77</td>
<td>Discuss findings and possible resolutions at quarterly SART/EIIS meetings. Each SART/EIIS provider will have one (1) quarterly site visit and a template report will be included in the SART Coordinator’s Quarterly Report.</td>
</tr>
</tbody>
</table>
**Performance Objective #4:** By June 30, 2014 the SART coordinator will arrange and facilitate SART/EIIS provider, funder and stakeholder meetings.

<table>
<thead>
<tr>
<th>Commission Level Outcomes</th>
<th>Service Activities</th>
<th>Expected Outcomes</th>
<th>Verification Methods</th>
</tr>
</thead>
</table>
| Service Providers, Funders, and Stakeholders working through a Countywide collaborative effort to initiate, sustain and enrich the SART/EIIS fidelity model of care | Arrange and facilitate SART/EIIS meetings quarterly to include but are not limited to the following:  
  - SART/EIIS Service providers  
  - Funders (DBH/First 5)  
  - Stakeholders (Children and Family Services, Pre-School Services, Inland Regional Center, School District, Department of Public Health, Department of Children’s Services, Dependency Court staff, and Pediatricians) | Lead discussions on system improvement and service provider’s communication.  
  Provide information on available resources and trainings specific to the 0-5 population and the fidelity model of care as referenced in County of San Bernardino Behavioral Health 0-5 Comprehensive Treatment Services: SART and EIIS RFP DBH 12-77  
  Quarterly meetings by SART Coordinator will include but are not limited to the following:  
  - Summary of meeting attended by SART Coordinator during the quarter.  
  - Site Visit Quarterly Reports and overall critique and analysis  
  - Trainings conducted/planned  
  - Outreach efforts for the quarter  
  - Quarterly objectives met  
  - Challenges if quarterly objectives not met will include action plan with new deadline dates | Facilitate a minimum of one (1) meeting per quarter:  
  Agendas submitted to First 5 prior to meeting dates.  
  Minutes with action items highlighted, and  
  SART/EIIS coordinator’s meeting synopsis/analysis submitted to First 5 within 30-days of the meeting  
  Meeting will include SART/EIIS provider training, a 30- minute trainings/presentations on topics specific to the 0-5 population as identified by training needs assessment report as needed. |

| Service Providers, Funders, and Stakeholders working through a Countywide collaborative effort to initiate, sustain and enrich the SART/EIIS fidelity model of care | Arrange and facilitate SART/EIIS meetings quarterly or more often as necessary for Stakeholders and Funders:  
  - Funders (DBH/First 5)  
  - Stakeholders (Children and Family Services, Pre-School Services, Inland Regional Center, School District, Department of Public Health, Department of Children’s Services, Dependency Court staff, and Pediatricians) | Stakeholders and Funders check-ins.  
  Report/discuss outcome findings, challenges and successes, and determine course of corrections. | Facilitate a minimum of one (1) meeting per quarter:  
  Agendas submitted to First 5 prior to meeting dates.  
  Minutes with action Items highlighted, and  
  SART/EIIS coordinator’s meeting synopsis/analysis submitted to First 5 within 30-days of the meeting |
### Program Budget

**Fiscal Year 2013-2014**

<table>
<thead>
<tr>
<th>AGENCY NAME</th>
<th>Children's Network</th>
<th>CONTRACT #</th>
<th>SI016</th>
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</table>

#### A. Salaries & Benefits

<table>
<thead>
<tr>
<th>FTE</th>
<th>POSITION TITLE</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<td>0.00%</td>
<td></td>
</tr>
<tr>
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<td>SART Office Assistant</td>
<td>$38,858</td>
<td>$</td>
<td>$38,858</td>
<td>$38,858.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>31</td>
<td>TOTAL SALARIES</td>
<td>$91,844</td>
<td>$13,481</td>
<td>$0.00</td>
<td>$78,363</td>
<td>85.32%</td>
</tr>
<tr>
<td>31</td>
<td>TOTAL BENEFITS</td>
<td>$39,776</td>
<td>$5,932</td>
<td>$33,844</td>
<td>$33,844.00</td>
<td>85.09%</td>
</tr>
<tr>
<td>31</td>
<td>TOTAL SALARIES, BENEFITS, PROGRAM &amp; ADMIN</td>
<td>$131,620</td>
<td>$19,413</td>
<td>$0.00</td>
<td>$112,207</td>
<td>85.25%</td>
</tr>
</tbody>
</table>

**Total Costs**

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$131,620</td>
<td>$19,413</td>
<td>$0.00</td>
<td>$112,207</td>
<td>$0.00</td>
<td>85.25%</td>
</tr>
</tbody>
</table>
# PROGRAM BUDGET
FISCAL YEAR 2013-2014

**AGENCY NAME**: Children's Network

**CONTRACT #**: SI016

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT COSTS</th>
<th>FIRST 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. SERVICES &amp; SUPPLIES</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 PROGRAM MATERIALS/SUPPLIES</td>
<td>$8,500</td>
<td>$</td>
<td>$</td>
<td>$8,500</td>
<td>$8,500.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>2 PARTICIPANT SUPPORT/INCENTIVES</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 PARTICIPANT TRANSPORTATION</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 FOOD EXPENSE FOR CLASSES/MEETINGS</td>
<td>$2,500</td>
<td>$</td>
<td>$</td>
<td>$2,500</td>
<td>$2,500.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>5 STAFF DEVELOPMENT/TRAINING</td>
<td>$6,932</td>
<td>$</td>
<td>$</td>
<td>$6,932</td>
<td>$6,932.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>6 EMPLOYEE MILEAGE/TRAVEL</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 ADVERTISEMENTS</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 PRINTING</td>
<td>$1,000</td>
<td>$</td>
<td>$</td>
<td>$1,000</td>
<td>$1,000.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>9 POSTAGE</td>
<td></td>
<td>$</td>
<td>$</td>
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<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 SUBSCRIPTIONS</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 OFFICE SUPPLIES</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 OFFICE EQUIPMENT</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 RENT/LEASE BUILDING</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 BUILDING/EQUIPMENT MAINTENANCE</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 UTILITIES</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 INSURANCE / TAXES / LICENSES</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 PROFESSIONAL SERVICES/CONSULTANTS</td>
<td></td>
<td>$39,000</td>
<td>$</td>
<td>$39,000</td>
<td>$39,000.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>17.1 Professional Trainings/Consultations (TBD)</td>
<td></td>
<td></td>
<td></td>
<td>$39,000</td>
<td>$39,000.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>17.2</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td></td>
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<tr>
<td>17.3</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.4</td>
<td></td>
<td></td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
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<tr>
<td>17.5</td>
<td></td>
<td></td>
<td>$</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES - SUBTOTAL</td>
<td></td>
<td>$39,000</td>
<td>$</td>
<td>$39,000</td>
<td>$39,000.00</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>18 INDIRECT COSTS (AS APPROVED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL SERVICES/SUPPLIES</td>
<td>$57,932</td>
<td>$0.00</td>
<td>$</td>
<td>$57,932</td>
<td>$57,932</td>
<td>$0.00</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
## PROGRAM BUDGET
FISCAL YEAR 2013-2014

<table>
<thead>
<tr>
<th>AGENCY NAME</th>
<th>Children's Network</th>
<th>CONTRACT #</th>
<th>SI016</th>
</tr>
</thead>
</table>

### DESCRIPTION

<table>
<thead>
<tr>
<th></th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT COSTS</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. SUBCONTRACTS</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>ER</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>SUBCONTRACTS - AGENCY NAME</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 No Subcontractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SUBCONTRACTS</strong></td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL PROJECT BUDGET

|                      | $ 189,552           | $ 19,413      | $ 170,139          | $ 170,139                    | 89.76%                       |

- First 5 Funding %: 100.00% 10.24% 0.00% 89.76%
- Administrative Cost %: 100.00% 100.00% 0.00%
## BUDGET NARRATIVE - SALARIES & BENEFITS

**AGENCY NAME:** Children's Network  
**CONTRACT #:** SI016  

### Rolled-in Salaries & Benefits

<table>
<thead>
<tr>
<th>Line</th>
<th>Position</th>
<th>Hours per Fiscal Year</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Program Coordinator</td>
<td>1040</td>
<td>$39,505</td>
<td>$</td>
<td>San Bernardino County, CASE grant</td>
<td>$</td>
<td>$39,505</td>
<td>The Children's Network employs an Associate Network Officer. 50% of that position will serve as the SART coordinator at an hourly rate of $37.99. Duties of SART Coordinator attached.</td>
</tr>
<tr>
<td>2</td>
<td>Network Officer</td>
<td>294</td>
<td>$13,481</td>
<td>$13,481</td>
<td>San Bernardino County</td>
<td>$</td>
<td>$</td>
<td>The Network Officer will provide supervision to the SART Coordinator. This position is a County funded position with an hourly rate of $45.82.</td>
</tr>
<tr>
<td>3</td>
<td>SART Office Assistant</td>
<td>2080</td>
<td>$38,858</td>
<td>$</td>
<td>N/A</td>
<td>$</td>
<td>$38,858</td>
<td>The Children's Network employs a full time OAIII at an hourly rate of $18.68 who also provides support to the SART coordinator and coordination efforts to the SART Program.</td>
</tr>
<tr>
<td></td>
<td>TOTAL SALARIES</td>
<td></td>
<td>$91,844</td>
<td>$13,481</td>
<td></td>
<td>$</td>
<td>$78,363</td>
<td></td>
</tr>
</tbody>
</table>

### Listing of Covered Benefits

<table>
<thead>
<tr>
<th>Line</th>
<th>Listing of Covered Benefits</th>
<th>Total</th>
<th>Other</th>
<th>Other Funding</th>
<th>Donated</th>
<th>First 5 Costs</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Mandated benefits (Social Security, Medicare, unemployment/disability and workers comp insurance, vacation/sick leave, and health insurance.)</td>
<td>$39,776</td>
<td>$5,932</td>
<td></td>
<td>$</td>
<td>$33,844</td>
<td>Calculated at an average of 44% of payroll based on payroll information received from Human Services Administration.</td>
</tr>
<tr>
<td></td>
<td>TOTAL SALARIES &amp; BENEFITS</td>
<td>$131,620</td>
<td>$19,413</td>
<td></td>
<td>$</td>
<td>$112,207</td>
<td></td>
</tr>
</tbody>
</table>
## BUDGET NARRATIVE - SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Line</th>
<th>Service/Supply</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe need for services/supplies)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PROGRAM MATERIALS/SUPPLIES</td>
<td>$8,500</td>
<td></td>
<td>$</td>
<td></td>
<td>$8,500</td>
<td>Per the scope of service the money will be used to provide training materials, including books and manuals, therapeutic toys and books for children, assessment tools, educational DVD's, etc. as needed by the SART coordinator, SART partners and SART providers.</td>
</tr>
<tr>
<td>2</td>
<td>PARTICIPANT SUPPORT/INCENTIVES</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PARTICIPANT TRANSPORTATION</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>FOOD EXPENSE FOR CLASSES/MEETINGS</td>
<td>$2,500</td>
<td></td>
<td>$</td>
<td></td>
<td>$2,500</td>
<td>To provide light snacks and water for SART meetings and trainings. Approximately $50 per meeting for 4 quarterly meetings; 4 regional trainings at approximately $50 per training; 2 sessions of NCAST training at approximately $100 per session and $950 each for two Countywide trainings anticipating 150-200 attendees. The actual dollar amount may vary depending upon the number of attendees at each event.</td>
</tr>
<tr>
<td>5</td>
<td>STAFF DEVELOPMENT/TRAINING</td>
<td>$6,932</td>
<td></td>
<td>$</td>
<td></td>
<td>$6,932</td>
<td>The SART coordinator will attend 0-5 trainings and conferences. The Network Officer, SART partners and consultants may also attend 0-5 specific trainings and conferences. The expenses associated with these trainings will include: Conference registration, airfare, hotel, and meals.</td>
</tr>
<tr>
<td>6</td>
<td>EMPLOYEE MILEAGE/TRAVEL</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>ADVERTISEMENTS</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
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</tr>
<tr>
<td>8</td>
<td>PRINTING</td>
<td>$1,000</td>
<td></td>
<td>$</td>
<td></td>
<td>$1,000</td>
<td>To cover the expense of printing training materials and SART brochures.</td>
</tr>
</tbody>
</table>

**Children's Network**

**CONTRACT #: S016**

**AGENCY NAME: Children's Network**
## BUDGET NARRATIVE - SERVICES & SUPPLIES

**Agency Name:** Children's Network  
**Contract #:** SI016

<table>
<thead>
<tr>
<th>Line</th>
<th>Service/Supply</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe need for services/supplies)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>POSTAGE</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>10</td>
<td>SUBSCRIPTIONS</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>OFFICE SUPPLIES</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>OFFICE EQUIPMENT</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>RENT/LEASE BUILDING</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>BUILDING/EQUIPMENT MAINTENANCE</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>UTILITIES</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>INSURANCE / TAXES / LICENSES</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>PROFESSIONAL SERVICES - SUBTOTAL</td>
<td>$ 39,000</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 39,000</td>
<td>This amount will be used to support the SART program, providers, and community partners by providing appropriate professional trainings and consultation through-out the year. Trainings may include didactic, NCAST, bonding, attachment, developmental milestones, art and other types of training intended to increase skill and knowledge of SART staff in working with children ages 0-5. These trainings may take place at SART centers or other venues throughout the County. Regional trainings will be arranged by the SART coordinator in conjunction with SART staff and regional leisons in order to promote the SART model to county and community partners. Additionally, national and inter-national trainings by professionals on high-risk, trauma exposed children age 0-5 may be provide Countywide.</td>
</tr>
<tr>
<td>18</td>
<td>INDIRECT COSTS (AS APPROVED)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SERVICES &amp; SUPPLIES</strong></td>
<td><strong>$ 57,932</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 57,932</td>
<td></td>
</tr>
</tbody>
</table>
### BUDGET NARRATIVE - SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Line</th>
<th>Subcontractor</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe need for subcontractors)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>No Subcontractor</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>TOTAL SUBCONTRACTORS</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

**AGENCY NAME**: Children's Network  
**CONTRACT #**: SI016
AGENDA ITEM 3  
AUGUST 7, 2013

Subject  
Children’s Network Contract CE009 Amendment A2

Recommendations  
Rescind approval of Children’s Network Contract CE009 Amendment A2 from the May 15, 2013 Commission Meeting in the amount of $411,344 for FY 2013-2014 for a total contract amount not to exceed $1,297,450 to implement countywide educational campaigns and community events addressing child abuse prevention and approve revised contract correcting signing authority.  
(Affected Districts: All)  
(Presenter: Scott McGrath, Supervisor, 387-1504)

Background Information
The Commission approved Contract Amendment CE009 A2 at the May 15, 2013 Commission meeting. The original contract was signed by the Children’s Network Officer. It was later discovered that the signing authority should have been the Chair of the Board of Supervisors.

First 5 staff is requesting approval of the revised contract with the correct signing authority.

The purpose of the original amendment (CE009 Amendment A2) is to continue the coordinated and systematic approach that offers support services to children 0 to 5 and their families through collaboration, such as the two annual events as follows:

- The Annual Shine a Light on Child Abuse Awards Breakfast honors individuals and professionals for outstanding work on behalf of children while providing networking opportunities with attendees from all disciplines concerning the safety and well-being of children in San Bernardino County. This event offers an opportunity to acknowledge the true champions making a difference in the lives of children and brings together more than 400 service providers from various disciplines to celebrate the work that they do on behalf of our children.

- The Annual Children’s Network Conference historically attracts more than 500 service providers, parents and other child advocates to learn more about the quality programs, research, child trends and other opportunities that promote positive outcomes for children. This event includes nationally-recognized keynote speakers and local workshop presenters while making continuing education (CE) credits available to attendees.

Additionally, Children’s Network will collaborate with Child Abuse Prevention Council to organize and implement a comprehensive and strategic media campaign with the guidance of the F5SB community engagement team. The campaign will increase the public awareness on the prevention of child abuse and focus on safe sleep. Children’s Network will provide program materials to the community and F5SB funded agencies which includes information about community resources, child abuse prevention, safety information and strengthening families messaging. Finally, Children’s Network will oversee the Child Death Review meetings for the County and will report findings specific to the 0 to 5 population.

Pending Commission approval, these events and child abuse prevention media campaign services, outreach activities and findings reporting will align with F5SB Commission Level Outcomes from the Community Engagement focus area of the
F5SB Strategic Plan. These activities resolve to enhance the outcome that communities are engaged and empowered to meet the needs of children through community education, public education campaigns and community collaborative.

Financial Impact
Total financial investment of $411,344 for Fiscal Year 2013-2014.

Review
Regina Coleman, Commission Counsel

---

### Report on Action as taken

---

<table>
<thead>
<tr>
<th>Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moved: ________________________</td>
</tr>
<tr>
<td>Second: ________________________</td>
</tr>
<tr>
<td>In Favor:</td>
</tr>
<tr>
<td>Opposed:</td>
</tr>
<tr>
<td>Abstained:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td>Witnessed:</td>
</tr>
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</table>
THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

County of San Bernardino

Department/Division

Children’s Network

Address

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

Phone

(909) 383-9696

Federal ID No.

Program Address (if different from legal address):

Abbreviated Use

Community Engagement & Systems Improvement

Estimated Payment Total by Fiscal Year

<table>
<thead>
<tr>
<th>FY</th>
<th>Amount</th>
<th>I/D</th>
<th>FY</th>
<th>Amount</th>
<th>I/D</th>
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</thead>
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<tr>
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<td>12-13</td>
<td>$398,098</td>
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<tr>
<td>13-14</td>
<td>411,344</td>
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<td></td>
</tr>
</tbody>
</table>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

SECTION V. FISCAL PROVISIONS. Paragraph A. is amended to read as follows:

A. Contract Amount

The contract amount shall not exceed $411,344 for fiscal year 2013-2014 and is not to exceed a cumulative total of $1,297,450 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.

SECTION VIII. TERM. Paragraph A. is amended to read as follows:

A. This Contract is effective commencing July 1, 2011 and expires June 30, 2014, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
ATTACHMENTS:
Attachment A – The attached revised Program Work Plan for 2013-2014 is added to the Contract.
Attachment B – The attached revised Budget for 2013-2014 is added to the Contract.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Authorized Signature

Linda Haugan
Printed Name
Commission Chair
Title
Dated

Official Stamp

COUNTY OF SAN BERNARDINO CHILDREN’S NETWORK

Legal Entity

Authorized Signature


Legal Entity

Printed Name

Title

Dated

Reviewed for Processing

Cindy Faulkner
Operations Manager
Date

Approved as to Legal Form

Regina Coleman
Commission Counsel
Date

Presented to Commission for Signature

Karen E. Scott
Executive Director
Date
Performance Target #1: By June 30, 2014, 400 adults with access to children 0-5 years of age or professionals serving this population will participate in the Annual Shine a Light on Child Abuse Awards Breakfast as verified by sign in sheets.

<table>
<thead>
<tr>
<th>F5SB Desired Results Area</th>
<th>Work Plan Area</th>
<th>General Outcome(s)</th>
<th>Method(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Families, providers, and stakeholders collaborate on the well-being of a child</td>
<td>Staff sends save date information and invitations to professionals serving the 0-5 population</td>
<td>Professionals respond by making reservations for the event</td>
<td>List of attendees</td>
</tr>
<tr>
<td></td>
<td>Staff prominently displays First 5 name and logo on event program and distributes to 400+ attendees. Staff ensures that 20% of the program is specific to professionals serving children 0-5</td>
<td>400 attendees receive event program and is made aware of First 5 and its mission</td>
<td>Event Program</td>
</tr>
<tr>
<td></td>
<td>Staff arranges networking opportunity with attendees from all disciplines concerning the safety and well-being of children in San Bernardino County. Staff requests the electronic completion of needs assessment survey from all participants</td>
<td>400 attendees network and recognize professionals who provide services to children in San Bernardino County 30% return of completed needs assessment surveys which are submitted to First 5 for evaluation within 60 days of completion.</td>
<td>Electronic survey i.e., survey monkey of attendees post event</td>
</tr>
</tbody>
</table>
Performance Target #2: By June 30, 2014, 500 adults with access to children 0-5 years of age or professionals serving this population will participate in the Annual Children's Network Conference, and 150 will self-report that they gained additional information and awareness as verified by participant workshop evaluations and conference surveys.

<table>
<thead>
<tr>
<th>F5SB Desired Results Area (Direct link to the Strategic Plan and Commission Level Outcomes)</th>
<th>Work Plan Area (Tasks, Objectives)</th>
<th>General Outcome(s) (Key achievements/benchmark that will best show participant progress in getting from a present condition to the targeted gain or condition change)</th>
<th>Method(s) (Establishing that something represented to happen does in fact take place and tools used to assess that it happened)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Families, providers, and stakeholders collaborate on the well-being of a child.</td>
<td>Staff sends save date information and invitations to parents, caregivers and professionals serving the 0-5 population</td>
<td>500 parents, caregivers and or professionals respond by registering for the event</td>
<td>List of attendees</td>
</tr>
<tr>
<td></td>
<td>Staff arranges the opportunity for attendees to network and attend workshops from all disciplines concerning the safety and well-being of children in San Bernardino County</td>
<td>Attendees network and attend workshops from all disciplines concerning the safety and well-being of children in San Bernardino County. 20% of workshops will be specific to 0-5 population and 10% will be specific to the Strengthening Families Framework</td>
<td>Workshop Evaluations and Conference Surveys</td>
</tr>
<tr>
<td></td>
<td>Staff conducts evaluation of learning of attendees at individual workshops and general sessions</td>
<td>A minimum of 150 attendees will self-report they gained additional knowledge and awareness as verified by workshop evaluations and overall conference evaluations</td>
<td>Children’s Network will create workshop and conference evaluations and solicit and incorporate feedback from First 5 staff for final tool. Children’s Network will provide a comprehensive evaluation report to First 5 within 60 days of event</td>
</tr>
</tbody>
</table>
Performance Target #3: By June 30, 2014, Children’s Network will organize and implement a comprehensive and strategic media campaign to educate and bring awareness to the general public about child abuse, neglect and child safety related issues.

<table>
<thead>
<tr>
<th>F5SB Desired Results Area (Direct link to the Strategic Plan and Commission Level Outcomes)</th>
<th>Work Plan Area (Tasks, Objectives)</th>
<th>General Outcome(s) (Key achievements/benchmark that will best show participant progress in getting from a present condition to the targeted gain or condition change)</th>
<th>Method(s) (Establishing that something represented to happen does in fact take place and tools used to assess that it happened)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Families, providers, and stakeholders collaborate on the well-being of a child</td>
<td>Children’s Network will maintain year round safe sleeping media campaign using one of many media types</td>
<td>Safe sleeping media campaign messaging is ‘live’ in one of many media outlets</td>
<td>Marketing Planning Document</td>
</tr>
<tr>
<td></td>
<td>Children’s Network will collaborate with child abuse prevention council and First 5 to develop child abuse reporting messaging and choose a location to pilot new child abuse reporting campaign</td>
<td>Approved campaign messaging</td>
<td>Meeting minutes and correspondence</td>
</tr>
<tr>
<td></td>
<td>Children’s Network will submit a report to First 5 detailing marketing specifics; length of time; media used; targeted populations, etc. for child abuse reporting campaign</td>
<td>Media plan is completed</td>
<td>Media plan</td>
</tr>
<tr>
<td></td>
<td>Children’s Network staff will implement the media plan</td>
<td>Placement of marketing campaign messages. Marketing campaign that addresses child/abuse/neglect and child safety issues</td>
<td>Media campaign evaluation report</td>
</tr>
</tbody>
</table>
Performance Target #4: By June 30, 2014, Children’s Network staff will oversee the Child Death Review meetings and report quarterly and annually on findings specific to 0-5 population.

<table>
<thead>
<tr>
<th>F5SB Desired Results Area</th>
<th>Work Plan Area</th>
<th>General Outcome(s)</th>
<th>Method(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Families, providers, and stakeholders collaborate on the well-being of a child</td>
<td>Staff will facilitate monthly CDRT meetings</td>
<td>Staff will gain information about deaths of children 0-5 in San Bernardino County and report aggregate results to First 5 and other interested parties, as appropriate</td>
<td>Quarterly Report</td>
</tr>
<tr>
<td>Staff will provide a quarterly report detailing aggregate findings focused on 0-5 from Child Death Review process</td>
<td>Quarterly report will include: 1) Number of deaths 0-5 2) Cause of death for 0-5 3) Manner of death for 0-5 4) Age/ethnicity/geographic area of 0-5 related deaths</td>
<td>Quarterly Report</td>
<td></td>
</tr>
<tr>
<td>Staff will provide an annual CDRT report with aggregate data for the year</td>
<td>Annual report submitted that includes: 1) Number of all child deaths 2) Cause and manner of death 3) Age/ethnicity/geographic area 4) Formal recommendations of CDRT</td>
<td>Annual Report</td>
<td></td>
</tr>
</tbody>
</table>
**F5SB Desired Results Area**  
*Families, providers, and stakeholders collaborate on the well-being of a child*

**Work Plan Area**  
*Children's Network staff conducts site visits to all First 5 funded partners*

**General Outcome(s)**  
*Staff maintains relationships with First 5 funded partners and provides resource information that augments the continuum of care for children 0-5*

**Method(s)**  
*Resource information sign-out sheet*

---

**F5SB Desired Results Area**  
*Staff provides program materials to the community and First 5 partners that include: information on community resources; First 5 funded partners and their programs; child abuse prevention aimed at 0-5 children; safety information aimed at 0-5 children and strengthening families messaging*

**Work Plan Area**  
*Staff continue to convene regional collaborative community assistance networks on a bi-monthly basis*

**General Outcome(s)**  
*Increased awareness of the various partners and communities regarding resources available to address child abuse and neglect and safety of children 0-5*

**Method(s)**  
*Track outreach to First 5 partners and materials that were disseminated.*
*Track number of community fairs/events that are attended and information that is made available*

---

**F5SB Desired Results Area**  
*First 5 partners and other community partners network, build linkages, and further improve results for 0-5 children*

**Work Plan Area**  
*Meeting sign in records*

**General Outcome(s)**  
*Annual participant surveys*

---

**Performance Target #5:** By June 30, 2014, First 5 funded partners will increase awareness of community resources to assist in meeting the needs of children ages 0-5 and their families as verified by participant surveys.
Performance Target #6: By June 30, 2014, 1,200 parents will participate in the Shaken Baby Syndrome Prevention Pilot Program at Arrowhead Regional Medical Center (ARMC) as verified by signed commitment statements.

<table>
<thead>
<tr>
<th>F5SB Desired Results Area (Direct link to the Strategic Plan and Commission Level Outcomes)</th>
<th>Work Plan Area (Tasks, Objectives)</th>
<th>General Outcome(s) (Key achievements/benchmark that will best show participant progress in getting from a present condition to the targeted gain or condition change)</th>
<th>Method(s) (Establishing that something represented to happen does in fact take place and tools used to assess that it happened)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Families, providers, and stakeholders collaborate on the well-being of a child</td>
<td>Children’s Network staff collaborate with ARMC to train their staff on pilot programming</td>
<td>ARMC nursing staff are trained in Shaken Baby Syndrome Prevention program</td>
<td>Training sign-in sheets</td>
</tr>
<tr>
<td></td>
<td>In partnership with ARMC, implement pilot program at in November 2013</td>
<td>Increased awareness of the potential dangers of shaking babies by parents and caregivers</td>
<td>Signed commitment statements</td>
</tr>
<tr>
<td></td>
<td>Develop partnerships with local medical clinics and various public agencies to screen shaken baby syndrome prevention in their waiting rooms</td>
<td>Increased awareness of the potential dangers of shaking babies by parents and caregivers</td>
<td>Track outreach to local clinics and public agencies where videos will be distributed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project Synopsis 4th Quarter</td>
</tr>
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</table>
# PROGRAM BUDGET
FISCAL YEAR 2013-2014

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT</th>
<th>FIRST 5 PROGRAM RELATED COSTS</th>
<th>FIRST 5 ADMIN COSTS</th>
<th>FIRST 5 %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. SALARIES &amp; BENEFITS</strong></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td><strong>FTE</strong></td>
<td><strong>POSITION TITLE</strong></td>
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<tr>
<td>1</td>
<td>CN Analyst</td>
<td>71,577</td>
<td>$71,577</td>
<td>71,577</td>
<td>100.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.75</td>
<td>Child Abuse Prevention Coordinator</td>
<td>54,140</td>
<td>13535</td>
<td>$40,605</td>
<td>40,605</td>
<td>75.00%</td>
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</tr>
<tr>
<td>0.5</td>
<td>Community &amp; Events Coordinator</td>
<td>71,410</td>
<td>35705</td>
<td>$35,705</td>
<td>35,705</td>
<td>50.00%</td>
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<tr>
<td>31</td>
<td>TOTAL BENEFITS</td>
<td>$84,928</td>
<td>$20,471</td>
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<td>64,457</td>
<td>75.90%</td>
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<tr>
<td><strong>TOTAL SALARIES, BENEFITS, PROGRAM &amp; ADMIN</strong></td>
<td>$282,055.00</td>
<td>$69,711.00</td>
<td>$212,344</td>
<td>212,344</td>
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# PROGRAM BUDGET
## FISCAL YEAR 2013-2014

**AGENCY NAME**  
Children's Network  
**CONTRACT #**  
CE009 A2

### B. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Donated Resources</th>
<th>First 5 Funded Project</th>
<th>First 5 Program Related Costs</th>
<th>First 5 Admin Costs</th>
<th>First 5 %</th>
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<tbody>
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<td></td>
<td>$25,000</td>
<td>$25,000</td>
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<td>3 PARTICIPANT TRANSPORTATION</td>
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<td>$1,000</td>
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<td>5 STAFF DEVELOPMENT/TRAINING</td>
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<td>$6,000</td>
<td>$6,000</td>
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<td>6 EMPLOYEE MILEAGE/TRAVEL</td>
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<td>$100,000</td>
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<td>8 PRINTING</td>
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<td>9 POSTAGE</td>
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<td>10 SUBSCRIPTIONS</td>
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<td>11 OFFICE SUPPLIES</td>
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<td>13 RENT/LEASE BUILDING</td>
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<td>14 BUILDING/EQUIPMENT MAINTENANCE</td>
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<td>16 INSURANCE/TAXES/LICENSES</td>
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<tr>
<td>17 PROFESSIONAL SERVICES/CONSULTANTS</td>
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<tr>
<td>17.1 Shaken Baby Technical Assistance</td>
<td>3,000</td>
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<td></td>
<td>$3,000</td>
<td>$3,000</td>
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<td>100.00%</td>
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<td>17.2</td>
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<td>17.4</td>
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<td>17.5</td>
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<td>$0</td>
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<tr>
<td>PROFESSIONAL SERVICES - SUBTOTAL</td>
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<tr>
<td>18 INDIRECT COSTS (AS APPROVED)</td>
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<td>$0</td>
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</tr>
</tbody>
</table>

**TOTAL SERVICES/SUPPLIES**  
$151,000.00  
$151,000  
100.00%
## PROGRAM BUDGET
### FISCAL YEAR 2013-2014

<table>
<thead>
<tr>
<th>AGENCY NAME</th>
<th>Children's Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT #</td>
<td>CE009 A2</td>
</tr>
</tbody>
</table>

### C. SUBCONTRACTS

<table>
<thead>
<tr>
<th>SUBCONTRACTS - AGENCY NAME</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT</th>
<th>FIRST 5 PROGRAM RELATED COSTS</th>
<th>FIRST 5 ADMIN COSTS</th>
<th>FIRST 5 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Ontario Convention Center</td>
<td>126,000</td>
<td>88,000</td>
<td>$38,000</td>
<td>38,000</td>
<td>30.16%</td>
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</tr>
<tr>
<td>2 National Orange Show</td>
<td>12,000</td>
<td>2,000</td>
<td>$10,000</td>
<td>10,000</td>
<td>83.33%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SUBCONTRACTS**

| $138,000 | $90,000 | $48,000 | $34.78% |

**TOTAL PROJECT BUDGET**

| $571,055 | $159,711 | $411,344 | $72.03% |

**First 5 Funding %**

| 100.00% | 27.97% | 72.03% |

**Administrative Cost %**

| 100.00% |
## BUDGET NARRATIVE - SALARIES & BENEFITS

### AGENCY NAME
Children's Network

### CONTRACT #
CE009 A2

<table>
<thead>
<tr>
<th>Line</th>
<th>Position</th>
<th>Hours per Fiscal Year</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe position duties)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CN Analyst</td>
<td>2080</td>
<td>$71,577</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$71,577</td>
<td>Salary is $71,577 and benefits are $34,008. This position is responsible for fiscal management of the First 5 contracts, data collection, analysis of data. Also provides support to SART and CAP programs. Produces the annual report and CDRT report.</td>
</tr>
<tr>
<td>2</td>
<td>Child Abuse Prevention Coordinator</td>
<td>1560</td>
<td>$54,140</td>
<td>$13,535</td>
<td>$ -</td>
<td>$ -</td>
<td>$40,605</td>
<td>75% of salary is $40,605 and benefits are $14,967. Attends community events throughout County disseminating CAP and safety materials. Will assist First 5 contracted agencies with resource information.</td>
</tr>
<tr>
<td>3</td>
<td>Community &amp; Events Coordinator</td>
<td>1040</td>
<td>$71,410</td>
<td>$35,705</td>
<td>$ -</td>
<td>$ -</td>
<td>$35,705</td>
<td>50% of salary is $35,705 and benefits are $15,482. Plans and implements major CN events including conference and breakfast. Will serve as lead staff in launching Shaken Baby prevention pilot with ARMC.</td>
</tr>
<tr>
<td></td>
<td>TOTAL SALARIES</td>
<td></td>
<td>$197,127</td>
<td>$49,240</td>
<td>$ -</td>
<td>$ -</td>
<td>$147,887</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line</th>
<th>Listing of Covered Benefits</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe how benefits are calculated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Benefits</td>
<td>$84,928</td>
<td>$20,471</td>
<td>$ -</td>
<td>$ -</td>
<td>$64,457</td>
<td>Benefits are approximately 45% of overall salary and are adjusted for percentage of funded positions.</td>
</tr>
<tr>
<td></td>
<td>TOTAL SALARIES &amp; BENEFITS</td>
<td>$282,055</td>
<td>$69,711</td>
<td>$ -</td>
<td>$ -</td>
<td>$212,344</td>
<td></td>
</tr>
</tbody>
</table>
## BUDGET NARRATIVE - SERVICES & SUPPLIES

### AGENCY NAME
Children's Network

### CONTRACT #
CE009 A2

<table>
<thead>
<tr>
<th>Line</th>
<th>Service/Supply</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe need for services/supplies)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PROGRAM MATERIALS/SUPPLIES</td>
<td>$25,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$25,000</td>
<td>Purchase child abuse prevention literature, safe baby/toddler materials, and promotional items for dissemination in the community. Pay for fees associated with the hosting collaborative meetings and participating in community fairs/events. Purchase Safe Sleep Survival Kits for parents of newborns born at ARMC. Pay for licensing fee for shaken baby video and reproduction of video. Pay for other child abuse prevention program materials as deemed necessary.</td>
</tr>
<tr>
<td>2</td>
<td>PARTICIPANT SUPPORT/INCENTIVES</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>Provide some refreshments for Child Abuse Prevention Council meetings and other CAP-related community events hosted by Children's Network.</td>
</tr>
<tr>
<td>3</td>
<td>PARTICIPANT TRANSPORTATION</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>FOOD EXPENSE FOR CLASSES/MEETINGS</td>
<td>$1,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>STAFF DEVELOPMENT/TRAINING</td>
<td>$6,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$6,000</td>
<td>Attend the APSAC conference in Louisiana, June, 2014. Attend the Safe Sleep Conference in Pennsylvania in June 2014. Also allow staff to attend other program related trainings as needed.</td>
</tr>
<tr>
<td>6</td>
<td>EMPLOYEE MILEAGE/TRAVEL</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>Pay for an array of advertising related to child abuse prevention and safe sleep for infants campaigns. Types and location of advertising will be based on market analysis. Year round presence of advertising is the goal with placement of at least one item per quarter.</td>
</tr>
<tr>
<td>7</td>
<td>ADVERTISEMENTS</td>
<td>$100,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$100,000</td>
<td></td>
</tr>
</tbody>
</table>
# BUDGET NARRATIVE - SERVICES & SUPPLIES

**AGENCY NAME**: Children’s Network

**CONTRACT #**: CE009 A2

<table>
<thead>
<tr>
<th>Line</th>
<th>Service/Supply</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>PRINTING</td>
<td>$15,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$15,000</td>
<td>Cover costs of printing Children’s Network Annual Report and Annual CDRT Report. Also for printing of brochures i.e., safe sleep, and other 0-5 specific topics. Cover the cost of printing materials related to Shaken Baby Syndrome Prevention program pilot.</td>
</tr>
<tr>
<td>9</td>
<td>POSTAGE</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td>10</td>
<td>SUBSCRIPTIONS</td>
<td>$1,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$1,000</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td>11</td>
<td>OFFICE SUPPLIES</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td>12</td>
<td>OFFICE EQUIPMENT</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td>13</td>
<td>RENT/LEASE BUILDING</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td>14</td>
<td>BUILDING/EQUIPMENT MAINTENANCE</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td>15</td>
<td>UTILITIES</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td>16</td>
<td>INSURANCE / TAXES / LICENSES</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td>17</td>
<td>PROFESSIONAL SERVICES SUBTOTAL</td>
<td>$3,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$3,000</td>
<td>Technical assistance training by the Pennsylvania Shaken Baby Syndrome Prevention Program in September 2013.</td>
</tr>
<tr>
<td>18</td>
<td>INDIRECT COSTS (AS APPROVED)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
</tr>
<tr>
<td><strong>TOTAL SERVICES &amp; SUPPLIES</strong></td>
<td>$151,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$151,000</td>
<td>Subscriptions/memberships to various professional child abuse and development journals and organizations.</td>
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</table>
## BUDGET NARRATIVE - SUBCONTRACTORS

**AGENCY NAME**: Children's Network  
**CONTRACT #**: CE009 A2

<table>
<thead>
<tr>
<th>Line</th>
<th>Subcontractor</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe need for subcontractors)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ontario Convention Center</td>
<td>$ 126,000</td>
<td>$ 88,000</td>
<td></td>
<td>$ -</td>
<td>$ 38,000</td>
<td>This is the only venue that can meet the needs of our conference based on our large attendance. The total fees cover rental, food, parking, and other fees for over 500 participants.</td>
</tr>
<tr>
<td>2</td>
<td>National Orange Show</td>
<td>$ 12,000</td>
<td>$ 2,000</td>
<td></td>
<td>$ -</td>
<td>$ 10,000</td>
<td>The annual Shine a Light on Child Abuse Prevention Awards Breakfast is held at this centrally located venue each year.</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td>$ -</td>
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<td>6</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
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<tr>
<td>7</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
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<td>8</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
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<td>9</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SUBCONTRACTORS</strong></td>
<td>$ 138,000</td>
<td>$ 90,000</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td>$ 48,000</td>
<td></td>
</tr>
</tbody>
</table>
### Subject
High Desert Community Foundation Contract SI015

### Recommendations
Rescind approval of High Desert Outreach Center Contract SI015 from the June 19, 2013 Commission Meeting in the amount of $205,160 for Fiscal Years 2013-2015 and approve revised contract correcting the name of the legal entity to read High Desert Community Foundation.
(Affected Districts: First District)
(Presenter: Mary Jaquish, Supervisor, 387-1512)

### Background Information
The Commission approved Contract SI015 at the June 19, 2013 Commission meeting. The original contract listed the “High Desert Outreach Center” as the legal entity, however, it has been determined that the legal entity is “High Desert Community Foundation.” High Desert Outreach Center is an affiliate of the High Desert Foundation and is not considered the legal entity.

First 5 staff requests approval of the revised Contract SI015 with “High Desert Community Foundation” listed as the legal entity.

Pending Commission approval, High Desert Community Foundation will work to engage their community to address obesity as identified in their respective healthy cities plans through policy change efforts, expansion of programs through parks and recreations departments, activities to support and promote breastfeeding, promotion of physical activity and increased access to healthy, fresh foods.

### Financial Impact
$205,160 for Fiscal Years 2013-2015

### Review
Regina Coleman, Commission Counsel

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

Legal Entity: High Desert Community Foundation  Contract #: SI015
Dept/Division: ___________________________  Phone #: (760) 246-7874
Project Name: Healthy Cities- Getting Families Moving  Fax #: (760) 246-7729
Address: 11744 Bartlett Ave  Adelanto, CA 92301
Website: www.hdoutreachcenter.org

PROGRAM CONTACT:

Name: Martin Chavez  Phone #: (760) 246-7874
Title: Program Manager  Fax #: (760) 246-7729
Email: martin@hdoutreachcenter.org

FISCAL CONTACT:

Name: Lisa Lawrence  Phone #: (760) 242-8877
Title: Executive Director  Fax #: (760) 242-8833
Email: hdcf@verizon.net

CONTRACT REPRESENTATIVE:

Name: Carmen Laird  Phone #: (760) 246-7874
Title: Executive Director  Fax #: (760) 246-7729
Email: carmen@hdoutreachcenter.org

ADDITIONAL CONTACT:

Name: ___________________________  Phone #: ___________________________
Title: ___________________________  Fax #: ___________________________
Email: ___________________________
TYPE OF AGENCY:

- School Districts
- Community Based Organization
- Private Entity/Institution
- County/State Educational Institution
- Faith Based Organization
- Other Government Agency
- Other - please describe:

FIRST 5 FOCUS AREA:

- Health
- Education
- Family
- Community

Strategies:

- SART
- Health Care Access
- Oral Health
- Primary Care Services
- Perinatal
- Asthma/Bronchitis
- Obesity

FIRST 5 OBJECTIVES: By June 30, 2014, 100 families will participate in the “Getting Families Moving” Program.

Service activities include:

- Providing weekly sessions for “Getting Families Moving” program that include cooking, exercise and gardening classes for the 0-5 population in the City of Adelanto.
- Utilize “Color Me Healthy” for children ages 3-5
- Utilize “5-2-1-0” for parents of children ages 0-5
- Utilize community garden as a mechanism for educating community on gardening and growing fruits/vegetables and as a portion of food source for cooking classes.

INVESTMENT:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 - 2014</td>
<td>$102,730</td>
</tr>
<tr>
<td>2014 - 2015</td>
<td>$102,430</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$205,160</td>
</tr>
</tbody>
</table>
THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)
High Desert Community Foundation
Department/Division

Address
11744 Bartlett Avenue
Adelanto, CA 92301
Phone
(760) 246-7729
Federal ID No.
84-1179212

IT IS HEREBY AGREED AS FOLLOWS:

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.

**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.

**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.

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

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

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

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

**Case Management:** 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 not to exceed one (1) year in duration. Characterized by advocacy, communication, resource management, quality cost-effective interventions and outcomes, and linking the client with systems.

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

**Child Care Licensing:** Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

**Child Development Permit Matrix:** Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

**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.
treatment results in the proper function and comfort of the child’s mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

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

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

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

**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.

**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.

**Life Skills Progression (LSP):** An outcome measurement instrument designed for use by programs serving low income parents of children aged 0-3 years, but it can extend to age 60 months. There are 43 parent and child scales which describe a spectrum of skills and abilities over six major categories of functioning. The LSP is used to collect outcomes data, to monitor client strengths and needs, to plan clinical interventions, and provide data for research purposes.

**Kindergarten Student Entrance Profile (KSEP):** A screening tool to measure the developmental readiness of each student upon entering kindergarten for the first time. It serves as a baseline assessment and provides data on student’s readiness as they enter kindergarten.

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

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.
**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

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

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

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

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

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

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

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

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

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

**Program Work Plan:** A plan that includes the Performance Targets of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.

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

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

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

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

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

**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.

**Special Needs:** Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.
**Staff Development/Training:** Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

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

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

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

**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.

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**II. CONTRACTOR’S SERVICE RESPONSIBILITIES**

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2013-2014, Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended for Fiscal Year 2014-2015 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 on the Commission website at www.first5sanbernardino.org.

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 II.
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 years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

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

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

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

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

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

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five 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 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 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 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 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 business days.

L. Grievance Policy

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

M. Governing Board

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

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

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

O. Child Abuse Reporting

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

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

P. Department of Justice Clearance

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

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

Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.
With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

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

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

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

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

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

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

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

X. Attorney’s Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract 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.

Z. 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.

AA. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

BB. 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.
CC. Reports

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

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

- **Program Reports**
  Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission’s web based data system. Program Reports are due the last day of the month following the end of the program 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 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 30 days prior to the normal conclusion of a contract. If a contract is terminated early under any fiscal provision or due to correction of performance deficiencies, contractor shall submit the Closing Asset report within 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.

DD. 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.).
EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to 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 15 days of the Contract approval date.
V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $205,160 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 2013-14 $102,730 July 1, 2013 through June 30, 2014
- Fiscal Year 2014-15 $102,430 July 1, 2014 through June 30, 2015

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.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 15% of the Contract payment amount for Fiscal Year 2013-2014 only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports.

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 30 days in advance of travel date and travel must be approved in advance by the Program Manager.
E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

I. Procurement

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

J. Fixed Assets

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

Any item with a single unit cost of $500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.
Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

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

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

VIII. TERM

A. This Contract is effective commencing July 1, 2013 and expires June 30, 2015, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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

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

D. Continuation of this Contract for each fiscal year after June 30, 2014 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:** High Desert Community Foundation  
11744 Bartlett Avenue  
Adelanto, CA 92301

**Commission:** First 5 San Bernardino  
330 North D Street, 5th Floor  
San Bernardino, CA 92415-0442

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

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

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

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

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

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

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

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

and Institutions Code section 10000); the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, County and Commission laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Commission.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the Commission within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the Commission will supply a sample of the Plan format. The Contractor will be monitored by the Commission for compliance with provisions of its Civil Rights Plan.

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page
XIII. CONCLUSION

A. This Contract, consisting of 23 pages and Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C 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>
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<tr>
<th>Legal Entity</th>
<th>Authorized Signature</th>
<th>Authorized Signature</th>
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<td>Linda Haugan</td>
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Official Stamp

HIGH DESERT COMMUNITY FOUNDATION

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<td>Regina Coleman</td>
<td>Karen E. Scott</td>
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<td>Commission Counsel</td>
<td>Executive Director</td>
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Reviewed for Processing

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90
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<tr>
<th>Commission Level Outcome</th>
<th>Performance Objective</th>
<th>Service Activities</th>
<th>Expected Outcomes</th>
<th>Verification Method</th>
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| Children and Families are Healthy and Safe| By June 30, 2014, 100 families will participate in the "Getting Families Moving" Program. | • Provide weekly sessions for "Getting Families Moving" program that include cooking, exercise and gardening classes for the 0-5 population in the City of Adelanto.  
• Utilize “Color Me Healthy” for children ages 3-5  
• Utilize “5-2-1-0” for parents of children ages 0-5  
• Utilize community garden as a mechanism for educating community on gardening and growing fruits/vegetables and as a portion of food source for cooking classes. | • 100 families of children ages 0-5 will show increased knowledge on proper nutrition and physical activities resulting in a healthier lifestyle maintained beyond the workshops provided by HDOC. | Quarterly Reports*  
Sign-in sheets  
Pre/Post Tests  
Participant Follow-up |

Fiscal Year: 2013-2014  
Agency Signature

*Reporting requirements entered in Persimmony
### PROGRAM BUDGET

**FISCAL YEAR 2013-2014**

**AGENCY NAME**  High Desert Community Foundation  
**CONTRACT #**  SI015

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT</th>
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<tbody>
<tr>
<td>A. SALARIES &amp; BENEFITS</td>
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<tr>
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<td><strong>POSITION TITLE</strong></td>
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<td>B</td>
<td>C</td>
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<td><strong>TOTAL SALARIES, BENEFITS, PROGRAM &amp; ADMIN</strong></td>
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## PROGRAM BUDGET
### FISCAL YEAR 2013-2014

**AGENCY NAME** | High Desert Community Foundation | **CONTRACT #** | SI015

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**TOTAL SERVICES/SUPPLIES** | $20,050.00 | $0.00 | $0.00 | $20,050.00 | $20,050.00 | $0.00 | 100.00%
# PROGRAM BUDGET
## FISCAL YEAR 2013-2014

**AGENCY NAME**: High Desert Community Foundation  
**CONTRACT #**: SI015

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
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<td>C</td>
<td>D</td>
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94
**BUDGET NARRATIVE - SALARIES & BENEFITS 2013-2014**

**AGENCY NAME:** High Desert Community Foundation

**CONTRACT #** SI015

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<tr>
<th>Line</th>
<th>Position</th>
<th>Hours per Fiscal Year</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
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<th>Narrative</th>
<th>(Please describe position duties)</th>
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<td>Program Director</td>
<td>1300</td>
<td>$26,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$26,000</td>
<td>Oversee program and supervise staff, workshop instruction for gardening classes, maintain community garden, home visits for gardening tips, and organize class materials.</td>
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<td>Community Health Educator</td>
<td>1300</td>
<td>$22,100</td>
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<td>$-</td>
<td>$-</td>
<td>$22,100</td>
<td>Workshop instruction for cooking and exercise classes for parents with children, prenatal to age five. Prepare materials, maintain equipment, and community outreach.</td>
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<td>Assistant Clerk</td>
<td>1040</td>
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<td>$-</td>
<td>$-</td>
<td>$20,800</td>
<td>Attend monthly meetings: First 5 Commission, Trainings, Healthy High Desert/Healthy Adelanto. Maintain program/participant files, complete reimbursements, payroll, and time sheets. Purchase items for training classes and prepare incentives for distribution. Assist in all classes.</td>
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**TOTAL SALARIES**

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<td>$13,780</td>
<td>Benefits package includes medical, dental, vision and workers' compensation.</td>
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**TOTAL SALARIES & BENEFITS**

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<td>Other Funding Sources</td>
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## High Desert Community Foundation
### FY13-14 ATTACHMENT B

### BUDGET NARRATIVE - SERVICES & SUPPLIES 2013-2014

**CONTRACT #** SI015

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<th>Other Funding Sources</th>
<th>Donated Resources</th>
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<th>Narrative (Please describe need for services/supplies)</th>
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<td>Other Funding Sources</td>
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<td>Narrative (Please describe need for subcontractors)</td>
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PROGRAM BUDGET
FISCAL YEAR 2014-2015

AGENCY NAME: High Desert Community Foundation

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<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT</th>
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<tbody>
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<td>A. SALARIES &amp; BENEFITS</td>
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<td>B</td>
<td>C</td>
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<td>$0.00</td>
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# PROGRAM BUDGET

**FISCAL YEAR 2014-2015**

**AGENCY NAME:** High Desert Community Foundation  
**CONTRACT #** SI015

## DESCRIPTION

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<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
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<td>B</td>
<td>C</td>
<td>D</td>
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<td>$2,300</td>
<td>$2,300.00</td>
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<td>17 PROFESSIONAL SERVICES/CONSULTANTS</td>
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<td>18 INDIRECT COSTS (AS APPROVED)</td>
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<td></td>
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</tr>
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</table>

**TOTAL SERVICES/SUPPLIES** | $19,750.00 | $0.00 | $0.00 | $19,750 | $19,750.00 | $0.00 | 100.00% |
## Program Budget

**Fiscal Year 2014-2015**

**Agency Name:** High Desert Community Foundation

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td>C. Subcontracts</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>SUBCONTRACTS - AGENCY NAME</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>ER</th>
<th>E</th>
</tr>
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**Total Subcontracts**

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<th>B</th>
<th>C</th>
<th>D</th>
<th>ER</th>
<th>E</th>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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**Total Project Budget**

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<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>ER</th>
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<tr>
<td>$102,430</td>
<td>$ 0</td>
<td>$ 0</td>
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**First 5 Funding %**

<table>
<thead>
<tr>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$102,430</td>
<td>$102,430</td>
<td>100.00%</td>
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**Administrative Cost %**

<table>
<thead>
<tr>
<th>Administrative Cost</th>
<th>FIRST 5 %</th>
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</thead>
<tbody>
<tr>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
### BUDGET NARRATIVE - SALARIES & BENEFITS

**AGENCY NAME:** High Desert Community Foundation  
**CONTRACT #** SI015

<table>
<thead>
<tr>
<th>Line</th>
<th>Position</th>
<th>Hours per Fiscal Year</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe position duties)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Program Director</td>
<td>1300</td>
<td>$26,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$26,000</td>
<td>Oversee program and supervise staff, workshop instruction for gardening classes, maintain community garden, home visits for gardening tips, and organize class materials.</td>
</tr>
<tr>
<td>2</td>
<td>Community Health Educator</td>
<td>1300</td>
<td>$22,100</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$22,100</td>
<td>Workshop instruction for cooking and exercise classes for parents with children, prenatal to age five. Prepare materials, maintain equipment, and community outreach.</td>
</tr>
<tr>
<td>3</td>
<td>Assistant Clerk</td>
<td>1040</td>
<td>$20,800</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$20,800</td>
<td>Attend monthly meetings: First 5 Commission, Trainings, Healthy High Desert/Healthy Adelanto. Maintain program/participant files, complete reimbursements, payroll, and time sheets. Purchase items for training classes and prepare incentives for distribution. Assist in all classes.</td>
</tr>
</tbody>
</table>

**TOTAL SALARIES**  
$68,900  
$-  
$-  
$68,900

<table>
<thead>
<tr>
<th>Line</th>
<th>Listing of Covered Benefits</th>
<th>Total</th>
<th>Other</th>
<th>Other Funding</th>
<th>Donated</th>
<th>First 5 Costs</th>
<th>Narrative</th>
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<tbody>
<tr>
<td>31</td>
<td></td>
<td>$13,780</td>
<td>$-</td>
<td></td>
<td>$-</td>
<td>$13,780</td>
<td>Benefits package includes medical, dental, vision and workers’ compensation.</td>
</tr>
</tbody>
</table>

**TOTAL SALARIES & BENEFITS**  
$82,680  
$-  
$-  
$82,680
**BUDGET NARRATIVE - SERVICES & SUPPLIES**

**Agency Name:** High Desert Community Foundation  
**Contract #:** SI015

<table>
<thead>
<tr>
<th>Line</th>
<th>Service/Supply</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe need for services/supplies)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PROGRAM MATERIALS/SUPPLIES</td>
<td>$ 3,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 3,000</td>
<td>Supplies/materials for cooking, exercise, and gardening classes. Purchase SPARK Exercise Kit and equipment.</td>
</tr>
<tr>
<td>2</td>
<td>PARTICIPANT SUPPORT/INCENTIVES</td>
<td>$ 12,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 12,000</td>
<td>Participants will receive two cooking meals, exercise video, and starter kit for garden to take home upon successful completion of workshop session series.</td>
</tr>
<tr>
<td>3</td>
<td>PARTICIPANT TRANSPORTATION</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>4</td>
<td>FOOD EXPENSE FOR CLASSES/MEETINGS</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>STAFF DEVELOPMENT/TRAINING</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>6</td>
<td>EMPLOYEE MILEAGE/TRAVEL</td>
<td>$ 800</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 800</td>
<td>Reimburse staff member(s) for travel related to program deliverables such as: attend First 5 San Bernardino trainings, Commissioner Monthly, Healthy High Desert Quarterly, and Healthy Adelanto Meetings. Compensated at $.56 per mile.</td>
</tr>
<tr>
<td>7</td>
<td>ADVERTISEMENTS</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>8</td>
<td>PRINTING</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
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<tr>
<td>9</td>
<td>POSTAGE</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>10</td>
<td>SUBSCRIPTIONS</td>
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<tr>
<td>11</td>
<td>OFFICE SUPPLIES</td>
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<tr>
<td>12</td>
<td>OFFICE EQUIPMENT</td>
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<tr>
<td>13</td>
<td>RENT/LEASE BUILDING</td>
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<td>14</td>
<td>BUILDING/EQUIPMENT MAINTENANCE</td>
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<tr>
<td>15</td>
<td>UTILITIES</td>
<td>$ 1,200</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 1,200</td>
<td>Pay for electric, phone, internet and alarm.</td>
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<tr>
<td>16</td>
<td>INSURANCE / TAXES / LICENSES</td>
<td>$ 2,300</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,300</td>
<td>Pay for Liability Insurance.</td>
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<tr>
<td>17</td>
<td>PROFESSIONAL SERVICES SUBTOTAL</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>18</td>
<td>INDIRECT COSTS (AS APPROVED)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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**AGENCY NAME:** High Desert Community Foundation

**CONTRACT #** SI015

<table>
<thead>
<tr>
<th>Line</th>
<th>Service/Supply</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe need for services/supplies)</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>$ 19,300</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>$ 19,300</td>
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**TOTAL SERVICES & SUPPLIES**

| $ 19,300 | $ | - | $ | - | $ 19,300 |
## BUDGET NARRATIVE - SUBCONTRACTORS

**AGENCY NAME:** High Desert Community Foundation

**CONTRACT #** Si015

<table>
<thead>
<tr>
<th>Line</th>
<th>Subcontractor</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Other Funding Sources</th>
<th>Donated Resources</th>
<th>First 5 Costs</th>
<th>Narrative (Please describe need for subcontractors)</th>
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<tr>
<td>2</td>
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</tr>
<tr>
<td><strong>TOTAL SUBCONTRACTORS</strong></td>
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<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
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</table>
Health Systems Initiative Overview

First 5 San Bernardino is interested in investing in the Healthy Cities/Healthy Communities systems in our county, to implement or enhance projects that empower the community and improve health results for pregnant women and children 0-5. Collaborative networks of schools, community and faith-based organizations, public and private agencies and city governments that make up a Healthy Cities/Healthy Communities system are effective partnerships for improving health in communities and are supported by the San Bernardino County Board of Supervisors and the Department of Public Health.

What is a Healthy City/Community?

In 2006, the Healthy Communities program was created as a central point of contact for health related issues throughout the county. As determined by the County of San Bernardino Department of Public Health a Healthy City/Healthy Community promotes a positive physical, social, and economic environment that supports the well-being of its members. While each community focuses on improving nutrition and increasing physical activity, each Healthy City addresses its unique priorities as determined by the community itself. The widely varying approaches and expertise among the Healthy Cities has created a wealth of opportunities for sharing and learning from one another.

Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the Existing Healthy Cities/Healthy Communities Proposers and Potential Healthy Cities/Healthy Communities Proposers:

<table>
<thead>
<tr>
<th>Funding Requirements and Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Focus: Existing Healthy Cities/Communities</strong></td>
</tr>
<tr>
<td>▪ Must address 0-5 population and/or pregnant women</td>
</tr>
<tr>
<td>▪ Must address a unique priority as determined by a city/community needs-based assessment</td>
</tr>
<tr>
<td>▪ Must promote a positive physical, social, and economical environment</td>
</tr>
<tr>
<td>▪ Must support the well-being of city/community members</td>
</tr>
<tr>
<td>▪ Must utilize evaluation tools approved by First 5 San Bernardino</td>
</tr>
</tbody>
</table>

Project Restrictions for Systems Integration

- Cannot include capital improvements or renovation attached to private real property or the purchase of vehicles.
- Current First 5 funded Contractors for Healthy Cities/Communities are ineligible for this opportunity.
AGENDA ITEM 5
AUGUST 7, 2013

Subject
Loma Linda University Child Abuse Pediatrics Fellowship Contract Reassignment

Recommendations
Approve Assignment Agreement for Contract SI012 between the Loma Linda University Children’s Hospital Pediatrics Department and Loma Linda – Inland Empire Consortium for Healthcare Education in the amount of $144,256 for Fiscal Years 2013-2016 to provide a Child Abuse Pediatric Fellowship.
(Affected Districts: All)
(Presenter: Cindy Faulkner, Operations Manager, 387-1504)

Background Information
On May 15, 2013, the Commission approved Contract SI012 with Loma Linda University Medical Center to provide a Child Abuse Pediatrics Fellowship to promote, support and enhance the health and early development of children birth through age 5. This Fellow has been selected and has been providing forensic pediatric services at the Children’s Assessment Center under the supervision of Dr. Claire Sheridan-Matney and principal pediatric staff of Loma Linda University Children’s Hospital as of July 8, 2013.

At the time of contract inception, the Pediatric Department was a division of the Loma Linda University Children’s Hospital, which falls under the Loma Linda University Medical Center (LLUMC) corporation. Since that time, the Pediatric Department has experienced an internal move to another corporation within the Loma Linda University Adventist Health Systems Corporation (LLUAHSC) registered as a California corporation under the name of Loma Linda – Inland Empire Consortium for Healthcare Education (LLIECHE).

An assignment agreement has been received by the Commission between the LLUMC and LLIECHE, effective as of July 1, 2013.

Pending Commission approval, this assignment with Loma Linda – Inland Empire Consortium for Healthcare Education will ensure continued child abuse pediatric services to children birth through age 5.

Financial Impact
None

Review
Regina Coleman, Commission Counsel

Report on Action as taken
Action:

Moved: 
Second: 

In Favor:

Opposed:

Abstained:

Comments: 

Witnessed:
Agency Information:

Legal Entity: Loma Linda University Medical Center  SI012
Dept/Division: Pediatrics  Phone #: 909-651-5746
Project Name: Child Abuse Pediatrics Fellowship  Fax #: 909-558-0298
Address: 11215 Mountain View Ave., Suite 179  Loma Linda, CA 92354
Website: www.lomalindahealth.org

Program Contact:

Name: Cathy Winter  Phone #: 909-651-5746
Title: Program Coordinator  Fax #: 909-558-0298
Email: cwinter@llu.edu

Fiscal Contact:

Name: Sondra Leno  Phone #: 909-558-7650
Title: Children’s Hospital Finance Director  Fax #: 909-558-0223
Email: sleno@llu.edu

Contract Representative:

Name: Zareh Sarrafian  Phone #: 909-558-3996
Title: Chief Administrative Officer  Fax #: 909-558-3935
Email: 

Additional Contact:

Name: Claire Sheridan-Matney  Phone #: 909-651-5746
Title: Program Director, Child Abuse Specialist  Fax #: 909-558-0298
Email: csheridan@llu.edu

Type of Agency:

☐ School Districts  ☐ County/State Educational Institution
☐ K-8  ☐ K-12
First 5 San Bernardino

☐ Community Based Organization  ☒ Faith Based Organization
☐ County Government Agency  ☐ Other Government Agency
☒ Private Entity/Institution  ☐ Other - please describe:
☐ For Profit  ☒ Non-Profit

FIRST 5 FOCUS AREA:

☒ Health  ☐ Education  ☐ Family  ☐ Community

Strategies:

☐ SART  ☐ Pre-K Academy  ☐ Resource Center and Case Management
☐ Health Care Access  ☐ Preschool  ☐ Parent Education
☐ Oral Health  ☐ Home Visitation  ☐ Systems
☐ Primary Care Services  ☐ Infant Toddler
☐ Perinatal
☐ Asthma/Bronchitis
☐ Obesity

Geographic Location: Countywide

OBJECTIVES: For fiscal years 13/14, 14/15 and 15/16, selected fellowship participant will have successfully completed the program and will have attained medical knowledge and expertise necessary to operate effectively as a pediatrician specializing in the area of child abuse and neglect.

INVESTMENT:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 - 2014</td>
<td>$46,584</td>
</tr>
<tr>
<td>2014 - 2015</td>
<td>$48,086</td>
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<tr>
<td>2015 - 2016</td>
<td>$49,586</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$144,256</td>
</tr>
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</table>
ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is effective July 1, 2013 by and between LOMA LINDA UNIVERSITY MEDICAL CENTER (hereinafter, “ASSIGNOR”), having its principal office at 11234 Anderson Street, Loma Linda, California and LOMA LINDA—INLAND EMPIRE CONSORTIUM FOR HEALTHCARE EDUCATION (hereinafter, “ASSIGNEE”) having its principal office at 11175 Campus Street, Loma Linda, California.

WHEREAS, ASSIGNOR entered into a contract with the CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY (hereinafter, “COMMISSION”), identified as Contract No. SI012 (hereinafter, “CONTRACT”), which is attached hereto as Exhibit A;

WHEREAS, the CONTRACT has an expiration date of June 30, 2016, as may be extended as permitted therein;

WHEREAS, ASSIGNOR wishes to assign all of its rights and obligations under the CONTRACT to ASSIGNEE; and

WHEREAS, the CONTRACT requires the prior written consent of COMMISSION for the assignment thereof pursuant to Section 3.C of the CONTRACT.

NOW THEREFORE, in consideration of the foregoing premises and of the covenants and agreements set forth herein, and intending to be legally bound hereby, the ASSIGNOR and ASSIGNEE agree 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, to ASSIGNEE.

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.

3. COMMISSION in executing its consent to this Assignment specifically agrees to this assignment pursuant to Section 3.C of the CONTRACT.

[Signatures on following page]
IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

LOMA LINDA UNIVERSITY MEDICAL CENTER

By: Zareh Sarrafian  
Its Chief Administrative Officer  
Date: ___________________________

LOMA LINDA—INLAND EMPIRE CONSORTIUM FOR HEALTHCARE EDUCATION

By: Daniel Giang, MD  
Its President  
Date: ___________________________

Approval and Consent:

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

By: Linda Haugan  
Its Commission Chair  
Date: ___________________________
THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

Loma Linda University Medical Center

Department/Division

Pediatrics

Address

11215 Mountain View Avenue, Suite 179

Loma Linda, CA 92354

Phone

(909) 651-5746

Federal ID No.

95-3522679

IT IS HEREBY AGREED AS FOLLOWS:

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.

**California Child Abuse Training and Technical Assistance Center (CATTA):** This agency is responsible for providing training and technical assistance to professionals in child abuse treatment, prevention, and intervention throughout the state of California. This agency provides the California Forensic Interview Training (CFIT).

**California Clinical Forensic Medical Training Center (CCFMTA):** Center established by state law to provide training for physicians and nurses on how to perform evidentiary examinations for sexual assault, child sexual abuse, domestic violence, child physical abuse and neglect, and elder and adult abuse.

**California Forensic Interview Training (CFIT):** State sponsored training for Forensic Interviewers that focuses on techniques and protocol for the completion of Forensic Interviews with child abuse victims.

**California Medical Protocol for Examination of Sexual Assault and Child Sexual Abuse Victims:** Contains recommended methods for meeting the minimum legal standards established by Penal Code Section 13823.11 for performing evidentiary examinations.

**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.

**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.

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

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

**Capital Expenses:** Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheelchair 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.

**Case Management:** 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 not to exceed one (1) year in duration. Characterized by advocacy, communication, resource management, quality cost-effective interventions and outcomes, and linking the client with systems.

**Cost Effectiveness:** Achieving the desired goal with the minimum of expenditure.
Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Children's Assessment Center (CAC): Is a safe location in which forensic pediatricians conduct evidentiary medical examinations and interviews to assist in the evaluation of child abuse allegations to reduce the trauma to the child victims and their families. In addition, the CAC uses a multidisciplinary approach to protect the suspected child victim of abuse from undergoing multiple/duplicative interviews.

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

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

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

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

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

Fellow: A physician who is participating in a fellowship after completion of residency training.

Fellowship: A period of medical training in the United States that a physician may undertake after completing a specialty training program (residency). During this time, the physician is known as a fellow. Fellows are capable of acting as attending physician or consultant physician in the generalist field in which they were trained. After completing a fellowship in the relevant sub-specialty, the physician is permitted to practice without direct supervision by other physicians in that sub-specialty.

Forensic Interview: An interview whose primary purpose is to collect evidentiary information that is developmentally appropriate, forensically sound, objective, and legally defendable in a court of law that follows the standards set forth by CFIT.

Forensic Medicine: A science that deals with the relation and application of medical facts to legal problems such as child abuse.

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.

**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.

**Life Skills Progression (LSP):** An outcome measurement instrument designed for use by programs serving low income parents of children aged 0-3 years, but it can extend to age 60 months. There are 43 parent and child scales which describe a spectrum of skills and abilities over six major categories of functioning. The LSP is used to collect outcomes data, to monitor client strengths and needs, to plan clinical interventions, and provide data for research purposes.

**Kindergarten Student Entrance Profile (KSEP):** A screening tool to measure the developmental readiness of each student upon entering kindergarten for the first time. It serves as a baseline assessment and provides data on student’s readiness as they enter kindergarten.

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

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

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

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

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

**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.

**Physical Abuse:** A type of child abuse involving contact intended to cause feelings of intimidation, pain, injury, or other physical suffering or harm.
**Physical Abuse Medical Exam:** An examination provided to a minor when there is suspicion of sexual abuse. The exam may include a complete medical history, physical examination, bone x-ray, MRI or CT scan. Typical injuries in abuse include any fracture in an infant too young to walk, multiple fractures of different fractures, and skin damage including burns or burn scars, etc.

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

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

**Program Work Plan:** A plan that includes the Performance Targets of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.

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

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

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

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

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

**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.

**Sexual Abuse Medical Exam:** An examination provided to a minor when there is suspicion of sexual abuse. The examination should include a medical history, complete physical, and in-depth examination of the genitalia using a colposcope. Other affected areas may include the mouth, throat, and anus. It may also involve laboratory tests, forensic collection, limited treatment of medical condition, or referrals for treatment as deemed necessary.

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

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

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

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

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

**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 Plans for Fiscal Years 2013-14, 2014-2015 and 2015-2016., Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract.

B. Contractor understands and agrees that the selected fellow will complete the three-year term of the contract. The contract is non-transferrable from one fellow to another during the three year term of the contract.

C. Contractor agrees that failure of the fellow to complete the term of the Contract for any reason will result in termination of the Contract.

D. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available on the Commission website at www.first5sanbernardino.org.

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

F. 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.

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

H. 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 II.

### 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 the 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 years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five 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 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 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 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 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 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 will provide the Commission with a list of the members of the CAC Board of Directors or governing party and provide the Commission with copies of portions of its official minutes of any non-privileged meeting of the Board that reference or directly and materially apply to the Contract. Such minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. A representative of the Commission may request permission to attend a Board meeting to discuss the Contract and its performance.

N. Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Loma Linda University Medical Center has implemented administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of health information that is transmitted or
maintained in any form or medium, and has agreed to report any security incident of which parties are aware. Loma Linda University Medical Center will insure that any agent or subcontractor who receives health information agrees to implement reasonable and appropriate safeguards. It is understood between Commission and Loma Linda University Medical Center that this provision complies with 45 CFR 164.314 (a)(2)(ii) and serves in lieu of a Business Associate Agreement.

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. The 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.

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 utilized at the CAC 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 10 business days prior to the meeting.

S. Indemnification and Insurance Requirements

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

1. **Indemnification** – The Contractor agrees to defend and hold harmless the COMMISSION, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of any negligent act or omission of CONTRACTOR, its officers, employees, agents or volunteers while performing its duties under this agreement/contract, including any costs or expenses incurred by COMMISSION, except as prohibited by law.

   The COMMISSION agrees to indemnify and hold harmless the CONTRACTOR, its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the COMMISSION, its officers, employees, agents or volunteers in connection with this agreement/contract.

   In the event that the COMMISSION and/or CONTRACTOR are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the COMMISSION and/or CONTRACTOR shall indemnify the other to the extent of its comparative fault.

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

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

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

5. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission administering the contract evidencing the insurance coverage, including endorsements, as required, 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.

6. **Acceptability of Insurance Carrier** – Unless otherwise approved by County 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”.

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

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

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

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

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

10. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Contractor may satisfy its insurance obligations under Section III (S) herein through participation in a program of self-insurance.

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

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

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.
b. **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Personal injury.
2) Contractual liability.
3) $2,000,000 general aggregate limit.

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

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

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

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

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

or

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

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

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

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

W. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

X. Attorney’s Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract 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.

Z. 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.

AA. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

BB. 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.

CC. 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. Program Reports are due the last day of the month following the end of the program 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 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 30 days prior to the normal conclusion of a contract. If a contract is terminated early under any fiscal provision or due to correction of performance deficiencies, contractor shall submit the Closing Asset report within 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.

DD. 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.).

EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

a. The Contractor certifies that it and any potential subcontractors:
1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

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

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

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to 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 15 days of the Contract approval date.

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $144,256 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>2013-14</td>
<td>$46,584</td>
<td>July 1, 2013 through June 30, 2014</td>
</tr>
<tr>
<td>2015-16</td>
<td>$49,586</td>
<td>July 1, 2015 through June 30, 2016</td>
</tr>
</tbody>
</table>

Initial Here
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.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 15% of the Contract payment amount for Fiscal Year 2013-2014 only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports.

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 30 days in advance of travel date and travel must be approved in advance by the Program Manager.

E. Supplanting of Funds

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

F. Payment of Taxes

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

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

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

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

H. Budget Line Item Variance

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

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

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

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

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

VIII. TERM

A. This Contract is effective commencing July 1, 2013 and expires June 30, 2016, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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

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

D. Continuation of this Contract for each fiscal year after June 30, 2016 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:**  
Loma Linda University Medical Center  
11234 Anderson Street, Suite 1816A  
Loma Linda, CA 92354

**Commission:**  
First 5 San Bernardino  
330 North D Street, 5th Floor  
San Bernardino, CA 92415-0442

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

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

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

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

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

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

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

**X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

A. Equal Employment Opportunity Program

Contractor agrees to comply with the applicable provisions of the County of San Bernardino Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000e, et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000); the California Fair Employment and Housing
Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, County and
Commission laws, regulations and policies relating to equal employment or social services to welfare
recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or
service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status,
age, political affiliation or disability. Information on the above rules and regulations may be
obtained from the Commission.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance
with each factor outlined by State regulation. These policies must be developed into a Civil Rights
Plan, which is to be on file with the Commission within thirty (30) days of awarding of the Contract.
The Plan must address prohibition of discriminatory practices, accessibility, language services, staff
development and training, dissemination of information, complaints of discrimination, compliance
review, and duties of the Civil Rights Liaison. Upon request, the Commission will supply a sample
of the Plan format. The Contractor will be monitored by the Commission for compliance with
provisions of its Civil Rights Plan.

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

Continued on next page
XIII. CONCLUSION

A. This Contract, consisting of 23 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.

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

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

LOMA LINDA UNIVERSITY MEDICAL CENTER

Authorized Signature

Zareh Sarrafian
Printed Name

Chief Operating Officer
Title

Dated

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for Signature

Cindy Faulkner
Operations Manager

Regina Coleman
Commission Counsel

Karen E. Scott
Executive Director

Date

Date

Date
### Achievement Objectives and Verification Methods

<table>
<thead>
<tr>
<th>Commission Level Outcomes</th>
<th>Performance Objectives</th>
<th>General Outcomes/Key Achievements</th>
<th>Verification Methods/Tools to assess progress</th>
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<td>Systems Support Families</td>
<td>By June 30, 2014, selected Child Abuse Pediatric/Forensic Pediatrician fellowship participant will have completed the first year of the program and demonstrated adequate progress toward general competencies and medical knowledge necessary to become a medical expert knowledgeable in all areas of child abuse and neglect, to include California Forensic Interview Training (CFIT) and California Medical Protocol for Examination of Sexual Assault and Child Sexual Abuse Victims.</td>
<td>Fellow will complete 1,120 hours of clinical coursework specific to child abuse and neglect and children 0-5 as outlined by Fellowship Program. (Clinical 28 weeks per year at 40 hours per week.)</td>
<td>Log of Hours Innovations Online System to track progress</td>
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<td></td>
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<td>Fellow will complete 4 weeks of formal coursework and electives specific to child abuse and neglect as outlined by University Curriculum.</td>
<td>Log of Hours Innovations Online System to track progress</td>
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<td>Fellow will complete 16 weeks of relevant research per year.</td>
<td>Log of Hours Innovations Online System to track progress</td>
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<td>Commission Level Outcomes</td>
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<td>General Outcomes/Key Achievements</td>
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<td>Systems Support Families</td>
<td>By June 30, 2015, selected Child Abuse Pediatric/Forensic Pediatrician fellowship participant will have completed the second year of the program and demonstrated adequate progress toward general competencies and medical knowledge necessary to become a medical expert knowledgeable in all areas of child abuse and neglect, to include California Forensic Interview Training (CFIT) and California Medical Protocol for Examination of Sexual Assault and Child Sexual Abuse Victims.</td>
<td>Fellow will complete 1,120 hours of clinical coursework specific to child abuse and neglect and children 0-5 as outlined by Fellowship Program. (Clinical 28 weeks per year at 40 hours per week.)</td>
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<td>Fellow will complete 16 weeks of relevant research per year.</td>
<td>Log of Hours Innovations Online System to track progress</td>
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</table>
**Commission Level Outcomes** | **Performance Objectives** | **General Outcomes/Key Achievements** | **Verification Methods/Tools to assess progress**
---|---|---|---
Systems Support Families | By June 30, 2016, selected Child Abuse Pediatric/Forensic Pediatrician fellowship participant will have successfully completed the program including California Forensic Interview Training (CFIT) and will have attained medical knowledge and expertise necessary to operate effectively as a pediatrician specializing in the area of child abuse and neglect consistent with California Medical Protocol for Examination of Sexual Assault and Child Sexual Abuse Victims. | Fellow will complete 1,120 hours of clinical coursework specific to child abuse and neglect and children 0-5 as outlined by Fellowship Program. (Clinical 28 weeks per year at 40 hours per week.) | Log of Hours Innovations Online System to track progress
 |  | Fellow will complete 4 weeks of formal coursework and electives specific to child abuse and neglect as outlined by University Curriculum. | Log of Hours Innovations Online System to track progress |  
 |  | Fellow will complete 16 weeks of relevant research per year. | Log of Hours Innovations Online System to track progress |  

## A. SALARIES & BENEFITS

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<th>POSITION TITLE</th>
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### PROGRAM BUDGET
#### FISCAL YEAR 2013-2014

**AGENCY NAME**  
Loma Linda University Medical Center

**CONTRACT #**  
S1012

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<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
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<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT COSTS</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
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</thead>
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| 1 | PROGRAM MATERIALS/SUPPLIES | A | B | C | D | D | E |
| 2 | PARTICIPANT SUPPORT/INCENTIVES | | | | | | |
| 3 | PARTICIPANT TRANSPORTATION | | $0 | | | | |
| 4 | FOOD EXPENSE FOR CLASSES/MEETINGS | | $0 | | | | |
| 5 | STAFF DEVELOPMENT/TRAINING | | $0 | | | | |
| 6 | EMPLOYEE MILEAGE/TRAVEL | | | | | | |
| 7 | ADVERTISEMENTS | | $0 | | | | |
| 8 | PRINTING | | $0 | | | | |
| 9 | POSTAGE | | $0 | | | | |
| 10 | SUBSCRIPTIONS | | $0 | | | | |
| 11 | OFFICE SUPPLIES | | $0 | | | | |
| 12 | OFFICE EQUIPMENT | | $0 | | | | |
| 13 | RENT/LEASE BUILDING | | $0 | | | | |
| 14 | BUILDING/EQUIPMENT MAINTENANCE | | $0 | | | | |
| 15 | UTILITIES | | | | | | |
| 16 | INSURANCE / TAXES / LICENSES | | $0 | | | | |
| 17 | PROFESSIONAL SERVICES/CONSULTANTS | | | | | | |
| 17.1 | Bookkeeping | | $0 | | | | |
| 17.2 | Database Maintenance | | $0 | | | | |
| 17.3 | IT Support | | $0 | | | | |
| 17.4 | | | $0 | | | | |
| 17.5 | | | $0 | | | | |
| PROFESSIONAL SERVICES - SUBTOTAL | | $- | - | $- | $- | | $- |
| 18 | INDIRECT COSTS (AS APPROVED) | $1,363 | $450 | | $913 | $913 | 66.97% |
| TOTAL SERVICES/SUPPLIES | $1,363 | $450 | - | $913 | $913 | 66.97% |
### PROGRAM BUDGET
**FISCAL YEAR 2013-2014**

**AGENCY NAME**  Loma Linda University Medical Center

**CONTRACT #** SI012

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| TOTAL SUBCONTRACTS | | | | | | |
| $ | - | $ | - | $ | - | $ |

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<td>$ 17,885</td>
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<th>Other Funding</th>
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<th>Narrative</th>
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<td>Fica, Workers comp., unemployment, life insurance, health/dental coverage, disability coverage, CPR-basic/advanced, tuition allowance, Acgme accreditation fee</td>
<td>$ 13,969</td>
<td>$ 4,610</td>
<td>Riverside County Regional Medical Center</td>
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<td>Benefits are calculated at 25.77%. Other funding is provided by Riverside County Regional Medical Center. Fica, Workers comp., unemployment, life insurance, health/dental coverage, disability coverage, CPR-basic/advanced, tuition allowance, Acgme accreditation fee.</td>
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## Budget Narrative - Services & Supplies

**Fiscal Year 2013-2014**

**Agency Name:** Loma Linda University Medical Center

**Contract #:** SI012

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## PROGRAM BUDGET
### FISCAL YEAR 2014-2015

**AGENCY NAME:** Loma Linda University Medical Center  
**CONTRACT #:** SI012

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### AGENCY NAME

Loma Linda University Medical Center

### CONTRACT #

SI012

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### TOTAL PROJECT BUDGET

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# BUDGET NARRATIVE - SALARIES & BENEFITS

**FISCAL YEAR 2014-2015**  
**AGENCY NAME**  Loma Linda University Medical Center

**CONTRACT #**  SI012

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<th>Position</th>
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<td>$ 18,544</td>
<td>Riverside County Regional Medical Center</td>
<td>$ -</td>
<td>$ 37,650</td>
<td>Fellow will complete clinical coursework, formal coursework and research in an effort to become proficient in all areas of child abuse and neglect as outlined by the Fellowship Program Guidelines. Salary is calculated at 67%. Other funding is provided by the Riverside County Regional Medical Center.</td>
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<td>$ 9,493</td>
<td>Benefits are calculated at 25.77%. Other funding is provided by Riverside County Regional Medical Center. Fica, Workers comp., unemployment, life insurance, health/dental coverage, disability coverage, CPR-basic/advanced, tuition allowance, Acgme accreditation fee.</td>
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</table>

**TOTAL SALARIES**  

|          |          |          |          |          |          | $ 37,650 |          |           |

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<tr>
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<th>Other Funding Sources</th>
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<td>Fica, Workers comp., unemployment, life insurance, health/dental coverage, disability coverage, CPR-basic/advanced, tuition allowance, Acgme accreditation fee</td>
<td>$ 14,168</td>
<td>$ 4,675</td>
<td>Riverside County Regional Medical Center</td>
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<td>$ 9,493</td>
<td>Benefits are calculated at 25.77%. Other funding is provided by Riverside County Regional Medical Center. Fica, Workers comp., unemployment, life insurance, health/dental coverage, disability coverage, CPR-basic/advanced, tuition allowance, Acgme accreditation fee.</td>
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**TOTAL SALARIES & BENEFITS**  

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## BUDGET NARRATIVE - SUBCONTRACTORS

**CONTRACT #** SI012

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## PROGRAM BUDGET
### FISCAL YEAR 2015-2016

**AGENCY NAME**: Loma Linda University Medical Center  
**CONTACT #**: SI012

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT COSTS</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
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<td><strong>TOTAL SERVICES/SUPPLIES</strong></td>
<td>$ 1,451</td>
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<td>$</td>
<td>-</td>
<td>$ 972</td>
<td>$</td>
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### PROGRAM BUDGET

**FISCAL YEAR 2015-2016**

**AGENCY NAME**  
Loma Linda University Medical Center

**CONTRACT #**  
S1012

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<th>DESCRIPTION</th>
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#### SUBCONTRACTS - AGENCY NAME

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**First 5 Funding %**  
100.00% 33.00% 0.00% 67.00%

**Administrative Cost %**  
100.00% 53.92% 46.08%
## BUDGET NARRATIVE - SALARIES & BENEFITS

**FISCAL YEAR 2015-2016**

**AGENCY NAME** Loma Linda University Medical Center

**CONTRACT #** SI012

### Salary and Benefits Narrative

#### Pediatrics Fellow

1. **Position:** Pediatrics Fellow
   - **Hours per Fiscal Year:** $58,190
   - **Other Funding:** $19,203
   - **Other Funding Sources:** Riverside County Regional Medical Center
   - **First 5 Costs:** $38,988
   - **Narrative:** Fellow will complete clinical coursework, formal coursework and research in an effort to become proficient in all areas of child abuse and neglect as outlined by the Fellowship Program Guidelines. Salary is calculated at 67%. Other funding is provided by the Riverside County Regional Medical Center.

### Total Salaries

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<tr>
<th>Line</th>
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<td>Fellow will complete clinical coursework, formal coursework and research in an effort to become proficient in all areas of child abuse and neglect as outlined by the Fellowship Program Guidelines. Salary is calculated at 67%. Other funding is provided by the Riverside County Regional Medical Center.</td>
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### Total Salaries & Benefits

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### Total Salaries & Benefits

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<th>Line</th>
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## BUDGET NARRATIVE - SERVICES & SUPPLIES

**FISCAL YEAR 2015-2016**

**AGENCY NAME**  
Loma Linda University Medical Center

**CONTRACT #**  
SI012

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<td>2% LLUMC Administrative Fee to cover support costs necessary for Fellowship Program.</td>
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## BUDGET NARRATIVE - SUBCONTRACTORS

**FISCAL YEAR** 2015-2016  
**AGENCY NAME** Loma Linda University Medical Center  

**CONTRACT #** SI012  

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## Subject
Offer for new lease at 330 North D Street, Suite 500, (Fifth Floor), San Bernardino, CA 92415-0442.

## Recommendations
Reject offer for a new lease at the reduced monthly rental rate of $15,923.61 ($1.25/sq ft.) for premises currently leased at 330 North D Street, Suite 500, (Fifth Floor), San Bernardino, CA 92415-0442.
(Affected Districts: All)
(Presenter: Karen E. Scott, Executive Director, 387-1502)

## Background Information
At the June 19, 2013 Commission meeting, First 5 San Bernardino received authorization to issue a 120 day notice to terminate Contract AIC0002Y09 for leased space at 330 North D Street, Suite 500, (Fifth Floor), San Bernardino and to negotiate a lease for space at 735 Carnegie Drive, Suite 150, San Bernardino.

Upon receipt of the 120-Day Notice of Termination, current landlord’s agent, NGO and Associates, APLC submitted an offer to enter into a new lease at 330 North D Street, Suite 500, (Fifth Floor), San Bernardino with a decreased rent amount. The firm outlined the repairs that have been made to the air conditioning system, the repairs they intend to complete and their intent to take over the management of the property in the future.

Although the air climate weighed in heavily on the decision to relocate, the fact remains that the property at 330 North D Street is more than 40 years old, has not been optimally maintained, and there are no assurances that the air conditioning issues can be avoided. In addition, there remains the issue of frequently inoperable elevators, safety of employees and visitors, parking availability, space and overall operation efficiency.

The site selected for relocation is a Class A building, built in 2005. Although air conditioning issues could be experienced, there is on site management to address it. The building requires no elevator access which supports First 5 San Bernardino’s ADA accessibility needs. The site is equipped with on-site security, key pass entry, ample parking and nearly 2,000 additional square footage to support operations.

The lease for the newly sought location has been drawn up and will be brought before the Commission for approval. Tenant improvements are expected to begin immediately upon that approval. Professional services have been retained to complete designs for office configuration and furniture selections.

First 5 recommends that the offer be rejected and that the Commission move forward with the negotiated lease for space at 735 Carnegie Drive, Suite 150, San Bernardino.

## Financial Impact
None.

## Review
Regina Coleman, Commission Counsel
<table>
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<tr>
<td><strong>Comments:</strong></td>
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<tr>
<td><strong>Witnessed:</strong></td>
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Subject
Lease Agreement for Children and Families Commission for San Bernardino County – First 5 San Bernardino

Recommendations
Approve Contract IC024 with Three Carnegie Plaza as lease agreement for office space for First 5 San Bernardino, located at 735 Carnegie Drive, Suite 150, San Bernardino, effective November 1, 2013, in the amount of $3,335,013.
(Affected Districts: All)
(Presenter: Karen E. Scott, Executive Director, 387-1502)

Background Information
On June 19, 2013, Commission approved action to negotiate a lease for First 5 San Bernardino office relocation.

The recommended location at 735 Carnegie Drive, Suite 150 in San Bernardino offers 15,422 rentable square feet. The recommended lease is based on a 10 year term with two-five year options to extend. The base rental rate is $1.65 per square foot and is subject to 3% annual increases. The landlord, Three Carnegie Plaza, is offering the rental space as “turn key” which means that the tenant improvements needed (See Exhibit A) are included in the base rental rate and will not be a separate cost to the Commission and not amortized over the term of the lease.

The landlord is offering free rent for 5 months over 5 years. This in essence reduces the first years cost per square foot from $1.65 to $1.51 and this reduction is realized through the first 5 years of the lease (see Section 4A). The Commission’s cost for 10 years is $3,335,013. The lease cost for November 1, 2013 through October 31, 2014 is $279,906. The proposed lease agreement allows that First 5 shall have the one (1) time right to terminate the lease at the end of the sixtieth (60th) month of the initial lease term with a twelve (12) months prior written notice. The penalty for such termination shall be Three Hundred Thousand Dollars ($300,000).

The Commission was advised that in today’s market, relocating office space could cost upwards of $60,000 per year more in lease payments. The recommended site actually comes in at $59,317 more per year than the current lease, with an additional 2,629 square footage.

Improvements are projected to be constructed, completed and certified for occupancy by the City of San Bernardino by October 31, 2013, so that First 5 San Bernardino can occupy the improved premises on November 1, 2013. To meet the projected occupancy date, the Tenant Improvement Plan must be prepared and submitted to the City by August 21, 2013 and the project permit must be issued to the landlord by the City of San Bernardino by September 4, 2013.

First 5 San Bernardino seeks approval of Contract IC024, in the total amount of $3,335,013, as lease agreement for office space located at 735 Carnegie Drive, Suite 150, San Bernardino, effective November 1, 2013.
**Financial Impact**

Financial impact is estimated at $3,335,013 for the ten year period, November 2013 through October 2023.

**Review**

Regina Coleman, Commission Counsel

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<th>Project Name</th>
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<td>Three Carnegie Plaza</td>
<td>$178,122</td>
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CONTRACTOR 521 East 11th St., LLC, a California limited liability company, and 1250 Fairfax, LLC, a California limited liability company, collectively dba Three Carnegie Plaza

Federal ID No. or Social Security No. ____________________________

Contractor’s Representative Dan Vittone, Principal

Address 2030 Main Street, Suite 1300, Irvine, CA 92614 Phone (949) 757 -1570

Nature of Contract: *(Briefly describe the general terms of the contract)* This Lease Contract is for a period of ten (10) years with two (2) five-year options to extend. Leased premises consist of 15,422 square feet of rentable commercial office space. Rental is $1.65 per square foot per month, subject to three percent (3%) annual increases. LANDLORD shall provide all interior and exterior maintenance, to include grounds, parking lot maintenance and exterior lighting. LANDLORD to pay water, sewer, trash and all other utilities. COMMISSION to provide its own telephone services including pay telephones, vending machines and security service.

*(Attach this transmittal to all contracts not prepared on the “Standard Contract” form.)*

Approved as to Legal Form (sign in blue ink)

**COMMISSION Counsel**

Reviewed as to Contract Compliance

**Karen E. Scott, Director**

Presented to COMMISSION for Signature

**Cindy Faulkner, Program Manager**
CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/
FIRST 5 SAN BERNARDINO

LEASE AGREEMENT

LANDLORD: 521 East 11th St, LLC a California limited liability company, and 1250 Fairfax, LLC, a California limited liability company, collectively dba Three Carnegie Plaza
c/o Glenborough, LLC
650 E. Hospitality Lane, Suite 150
San Bernardino, CA 92408

COMMISSION: CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO
C/O COUNTY OF SAN BERNARDINO
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

PREMISES: Three Carnegie Plaza
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

TERM OF LEASE: Ten (10) years with two (2) five-year options

COMMENCEMENT DATE OF LEASE: November 1, 2013

COST PER SQUARE FOOT: $1.65 psf Full Service – Turn Key

COMMISSION CONTRACT NUMBER:

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EXHIBIT "A" Premises Specifications
EXHIBIT "B" Licensed Janitorial and Maintenance Contractor Services
EXHIBIT "C" List of Former COMMISSION Officials
EXHIBIT "D" Estoppel Certificate
EXHIBIT "E" Subordination, Nondisturbance and Attornment Agreement
LEASE AGREEMENT

1. **PARTIES:** This lease (“Lease”) is made between 521 East 11th St., LLC, a California limited liability company, and 1250 Fairfax, LLC, a California limited liability company, collectively dba Three Carnegie Plaza, c/o Glenborough, LLC (“LANDLORD”), and the CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO (“COMMISION”), who agree as follows:

2. **PREMISES LEASED:** LANDLORD leases to COMMISION and COMMISION leases from LANDLORD approximately 15,422 rentable square feet of building, real property, and other improvements, with sixty (60) unreserved parking spaces, including handicapped parking, located at Three Carnegie Plaza, 735 E. Carnegie Drive, Suite 150 San Bernardino, CA 92408 (“Premises”), as described in Exhibit "A", Premises Specifications.

3. **TERM:**

   A. **Initial Term.** The Lease’s initial term (“Initial Term”) shall commence on November 1, 2013 (“Commencement Date”) and end on October 31, 2023 (“Ending Date”), provided that all Improvements to be constructed by LANDLORD pursuant to Paragraph 41, LANDLORD IMPROVEMENTS, are substantially completed and are accepted by COMMISION. For the purposes of this Lease, “Substantially Completed” shall mean that the Premises can be used for their intended purposes and have been certified for occupancy by the entity that issued the building permits, notwithstanding that minor corrections and/or additions remain to be completed, it being understood that LANDLORD shall promptly complete said corrections and/or additions. In the event the term commences prior to the Commencement Date as the result of COMMISION’s election under subparagraph 3C, Early Possession, the Ending Date shall not be changed. If LANDLORD is unable to Substantially Complete the Improvements or deliver possession of the Premises by the Commencement Date, COMMISION shall not be liable for any rent and this Lease shall not commence until LANDLORD Substantially Completes the Improvements and delivers possession of the Premises to COMMISION. Any such delay in possession shall not affect the Ending Date.

   B. **Early Access.** LANDLORD shall allow the COMMISION early access (“Early Access”) to the Premises at any time prior to the Commencement Date for the purpose of the COMMISION or its representatives installing communications equipment, modular furniture, alarms and such other items that the COMMISION may reasonably desire and to inspect the status of the construction of the Improvements for the Premises. COMMISION shall exercise its Early Access rights at a time and in a manner that will not unreasonably interfere with LANDLORD’s construction of the Improvements. If COMMISION totally or partially occupies the Premises under this Early Access provision prior to the Commencement Date, the obligation to pay rent shall be abated for the period of the Early Access. All other terms of this Lease shall, however, be in effect during such period. Any such Early Access shall not affect the Commencement Date or the Ending Date.

   C. **Early Possession.** The COMMISION may elect to totally or partially take possession of the Premises at any time prior to the scheduled Commencement Date (“Early Possession”). COMMISION shall exercise its Early Possession rights at a time and in a manner
that will not unreasonably interfere with LANDLORD’s construction of the Improvements. If COMMISSION totally or partially takes possession of the Premises under this Early Possession provision prior to the Commencement Date, the obligation to pay rent for only that portion of the Premises possessed shall commence for the period of such Early Possession. Such Early Possession shall not be considered as the COMMISSION’s acceptance of any portion of the Improvements as Substantially Completed. The COMMISSION may vacate all or any portion it has possessed as Early Possession without in any manner affecting the Commencement Date, the Ending Date or any other portion of the Lease. All other terms of this Lease shall, however, be in effect during such period. Any such Early Possession shall not affect the Commencement Date or the Ending Date.

D. **Delay in Possession.** LANDLORD agrees to use all commercially reasonable efforts to deliver possession of the Premises with all of the Improvements Substantially Completed to COMMISSION by the Commencement Date. If as a result of causes beyond LANDLORD’s reasonable control, LANDLORD is unable to deliver possession as agreed, this Lease shall not be voidable, nor shall such failure affect the validity of this Lease. If possession is not delivered within ninety (90) days after the Commencement Date, COMMISSION can elect to terminate this Lease by giving written notice to LANDLORD at any time before LANDLORD delivers possession of the Premises to COMMISSION. If COMMISSION elects to terminate this Lease pursuant to this provision, COMMISSION shall be discharged of all obligations under this Lease.

4. **RENT:**

A. **COMMISSION shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, commencing when the term commences, continuing during the term, subject to free rent incentives listed below and/or three percent (3%) annual increases as reflected and included in the amounts set forth below:**

- November 1, 2013 thru November 30, 2013 - monthly payment of $0.00
- December 1, 2013 thru October 31, 2014 – monthly payments of $25,446.00 ($1.65 psf)
- November 1, 2014 thru November 30, 2014 – monthly payment of $0.00
- December 1, 2014 thru October 31, 2015 – monthly payments of $26,217.00 ($1.70 psf)
- November 1, 2015 thru November 30, 2015 – monthly payment of $0.00
- December 1, 2015 thru October 31, 2016 – monthly payments of $26,989.00 ($1.75 psf)
- November 1, 2016 thru November 30, 2016 – monthly payment of $0.00
- December 1, 2016 thru October 31, 2017 – monthly payments of $27,760.00 ($1.80 psf)
- November 1, 2017 thru November 30, 2017 – monthly payment of $0.00
- December 1, 2017 thru October 31, 2018 – monthly payments of $28,531.00 ($1.85 psf)
- November 1, 2018 thru October 31, 2019 – monthly payments of $29,302.00 ($1.90 psf)
- November 1, 2019 thru October 31, 2020 – monthly payments of $30,073.00 ($1.95 psf)
- November 1, 2020 thru October 31, 2021 – monthly payments of $30,844.00 ($2.00 psf)
- November 1, 2021 thru October 31, 2022 – monthly payments of $31,615.00 (2.05 psf)
- November 1, 2022 thru October 31, 2023 – monthly payments of $32,386.00 ($2.10 psf)
B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COMMISSION under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD’s designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COMMISSION required to process EFT payments.

C. If the COMMISSION has accepted the Premises as Substantially Completed with minor corrections and/or additions remaining to be completed, only eighty percent (80%) of the monthly rental will be paid to LANDLORD, and the remaining twenty percent (20%) of the monthly rental will accrue from the Commencement Date of this Lease but will not be paid to LANDLORD until all such minor corrections and/or additions have been completed and accepted by COMMISSION. If the COMMISSION withholds monthly rental payments under this subparagraph, the COMMISSION will not be in default and no interest or service charges will be added to the amounts due LANDLORD upon completion of the minor corrections and/or additions. The minor corrections and/or additions remaining to be completed are subject to subparagraph 13B, MAINTENANCE.

5. EXPANSION OF RENTAL SPACE:

A. LANDLORD shall not lease or extend an existing lease covering all or any part of the area of the building in which the Premises are located that is marked on Exhibit "A" as Expansion Space (“Expansion Space”) to a third party without first notifying COMMISSION that LANDLORD intends to lease part or all of the Expansion Space. At any time during the term of this Lease that all or any part of the Expansion Space is not leased to a third person, COMMISSION shall have the option to add to the Premises any part or all of the Expansion Space that is not leased to a third party. In the event LANDLORD makes or receives a bona fide offer to actually lease or extend an existing lease on some or all of the Expansion Space, LANDLORD shall provide COMMISSION with written notice of LANDLORD’s intention to lease (or extend an existing lease) some or all of the Expansion Space to a third party. LANDLORD’s notice to COMMISSION shall include all material terms of the third-party offer. COMMISSION shall have fifteen (15) days from COMMISSION’s receipt of LANDLORD’s notice to determine whether COMMISSION wishes to add any part or all of the Expansion Space identified in the third-party offer to the Premises. LANDLORD shall have the right to lease to a third party (or extend an existing lease with such third party), on the terms set forth in LANDLORD’s notice to COMMISSION, any part of the Expansion Space mentioned in the third-party offer as to which COMMISSION has not notified LANDLORD of COMMISSION’s agreement to lease within fifteen (15) days after COMMISSION’s receipt of LANDLORD’s notice. If COMMISSION does not exercise its option to add the Expansion Space mentioned in the third party offer to the Premises, and LANDLORD is unable to consummate the transaction described in the third-party offer with such third party, COMMISSION’s rights under this paragraph shall be reinstated automatically. Further, COMMISSION’s rights under this paragraph shall accrue anytime any of the Expansion Space is not leased to a third party or becomes available.

B. If COMMISSION exercises its option to lease the Expansion Space or part of it, the Expansion Space or part of it shall be included within the Premises and leased to COMMISSION pursuant to all provisions of this Lease, including, without limitation, the
provisions relating to LANDLORD’s Improvements, rent and parking. Additional parking spaces will be added to the Premises at the rate of four (4) additional parking space(s) for each one thousand (1,000) square feet of Expansion Space leased. The rent payable under this Lease shall be increased proportionately by the sum of (i) the basic rental rate per square foot of floor area for each square foot of floor area in the Expansion Space leased by COMMISSION, as set forth in Subparagraph 6A(1), OPTION TO EXTEND TERM, plus (ii) the cost per square foot of floor area of all improvements made to the Expansion Space leased by COMMISSION amortized over the balance of the unexpired portion of the Initial Term. All Improvements shall be made pursuant to plans and specifications, prepared by LANDLORD and approved by COMMISSION. LANDLORD shall deliver said plans and specifications to COMMISSION within thirty (30) days of COMMISSION’s election to lease the Expansion Space, or part thereof. The construction of all Improvements shall be governed by Paragraph 41, LANDLORD’S IMPROVEMENTS. COMMISSION’s obligation to pay rent on the Expansion Space shall be governed by Paragraph 4, RENT. The parties shall immediately execute an amendment to this Lease stating the addition of the Expansion Space or part thereof to the Premises and the additional rent for the Expansion Space.

C. If prior to executing this Lease, LANDLORD granted a third party an option to lease or extend an existing lease for all or part of the expansion space, the third party's option will take precedence over the COMMISSION's right of first refusal and option set forth in subparagraph A and B, above. Additionally, if during the term of this Lease, LANDLORD follows the provisions of subparagraphs A and B, above, and thereafter grants a third party an option to lease or extend an existing lease for all or part of the expansion space, the third party's option will take precedence over the COMMISSION's right of first refusal and option set forth in subparagraphs A and B, above.

6. OPTION TO EXTEND TERM:

A. LANDLORD gives COMMISSION the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for two (2) five-year periods ("extended terms") following expiration of the Initial Term, by COMMISSION giving notice of its intention to exercise the option to LANDLORD at least six (6) months prior to the expiration of the preceding term or during any holding over pursuant to Paragraph 8, HOLDING OVER. The rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino COMMISSION.

If the parties have been unable to agree upon the said fair market rental rate within five (5) months of the COMMISSION's notice to exercise an option for an extended term, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the fair market rental rate is determined by arbitration, the COMMISSION has the right to terminate the Lease by giving termination notice to the LANDLORD within thirty (30) days of being notified of the new fair market rental rate.
7. **RETURN OF PREMISES:** The COMMISSION agrees that it will, upon the termination of this Lease, return the Premises in a good condition and repair as the Premises now is or shall hereafter be put; reasonable wear and tear expected.

8. **HOLDING OVER:** In the event the COMMISSION shall hold over and continue to occupy the Premises with the express consent of the LANDLORD, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this Lease.

9. **TAXES:** LANDLORD shall pay all real property taxes, and general and special assessments levied and assessed against the Premises.

10. **USE:** COMMISSION shall occupy and use the Premises during the term hereof for the purposes of COMMISSION business.

11. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:**

   A. As a condition precedent to the existence of this Lease, LANDLORD, at its sole expense will ensure the Premises meet the applicable requirements of all Health, Safety, Fire and Building Codes, statutes, regulations and ordinances for public and governmental buildings, including any requirements for a notice of completion, certificate of occupancy, California Title 24 requirements and the Americans with Disabilities Act ("ADA"). Specifically, LANDLORD must ensure there is an accessible path of travel from public transportation to the Premises pursuant to Title 24. Additionally, LANDLORD warrants that any improvements on or in the Premises which have been constructed or installed by LANDLORD or with LANDLORD’s consent or at LANDLORD’s direction shall comply with all applicable covenants or restrictions of record and applicable Codes, statutes, regulations and ordinances in effect on the Commencement Date. LANDLORD also warrants to COUNTY that LANDLORD has no knowledge of any claim having been made by any governmental agency that a violation or violations of applicable Codes, statutes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date. Should the continued occupancy of the Premises be in any way prejudiced or prevented due to changes in the ADA or the Health, Safety, Fire and Building Codes, statutes, regulations or ordinances for public and governmental buildings, the LANDLORD shall correct, update and comply with said changes at LANDLORD’s cost.

   B. LANDLORD warrants that the Premises has not been fully inspected by a Certified Access Specialist, and thus no determination by a Specialist has been made pursuant to California Civil Code section 55.53.

12. **SIGNS:** COMMISSION will display from the windows and/or marquee of the Premises only such sign or signs as are not prohibited by law and are approved in advance by Landlord, which approval shall not be unreasonably withheld.

13. **MAINTENANCE:**

   A. Except as specifically provided in subparagraph 13C, below, LANDLORD at its cost shall perform such inspections, maintenance and repairs as are necessary to ensure that all
portions of the Premises, including but not limited to the following, are at all times in good repair and safe condition:

(1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof; and,

(2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems owned or controlled by LANDLORD lying outside the Premises; and,

(3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises; and,

(4) Heating, ventilation and air conditioning (HVAC) systems servicing the Premises ( additionally, air-conditioning and heating filters are to be changed quarterly. Upon commencement of this lease agreement and every three (3) years thereafter, LANDLORD is to provide an air balance certificate and maintenance of HVAC servicing); and,

(5) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora; and,

(6) The servicing of fire extinguishers or any other fire suppression equipment attached to the facility; and,

(7) Maintenance and janitorial services. Maintenance and janitorial services must be performed in a workman-like manner by licensed and qualified independent contractors, as set forth in Exhibit "B", Licensed Janitorial and Maintenance Contractor Services. LANDLORD shall perform maintenance and janitorial services at a time and in manner that will cause the least possible inconvenience, annoyance, or disturbance to COMMISSION. LANDLORD shall follow the carpet manufacture's maintenance requirements and maintain the carpet manufacturer's warranty for the carpet. Hours scheduled for the janitorial services are to be reviewed and approved by COMMISSION.

(8) During the seventh year of the Initial Term and at the beginning of every seventh year thereafter, replace the carpet throughout the facility, meeting the same criteria as originally described in Exhibit "A", Premises Specifications. In the event COUNTY elects not to move forward with the re-carpet project at the beginning of each seventh year, the LANDLORD agrees that the COUNTY will be entitled to a credit in the form of a rental reduction for the total sum the LANDLORD would have actually and reasonably expended to complete LANDLORD’s obligation. The LANDLORD agrees to obtain three (3) competitive bids from licensed and bonded carpet vendors, in order to provide the needed documentation supporting all material, labor, installation and furniture moving costs, to substantiate the total carpet credit due to COUNTY. The credit will be applied toward rental payments due to LANDLORD; and,
(9) During the third year of the Initial Term and at the beginning of every third year thereafter, repaint the interior of the facility, meeting the same criteria as originally described in Exhibit "A", Premises Specifications. In the event COUNTY elects not to move forward with the re-paint project at the beginning of each third year, the LANDLORD agrees that the COUNTY will be entitled to a credit in the form of a rental reduction for the total sum the LANDLORD would have actually and reasonably expended to complete LANDLORD’s obligation. The LANDLORD agrees to obtain three (3) competitive bids from licensed and bonded vendors, in order to provide the needed documentation supporting all material, labor, installation and furniture moving costs, to substantiate the total painting credit due to COUNTY. The credit will be applied toward rental payments due to LANDLORD; and,

B. Without in any way affecting LANDLORD’s duty to inspect, maintain and repair the Premises and regardless of whether any specific notice of need for maintenance or repair is provided to LANDLORD by the COMMISSION, the COMMISSION may request specific maintenance or repairs. Any such request shall be made in writing. If, (a) COMMISSION gives notice to LANDLORD of a condition requiring maintenance or repairs, and LANDLORD does not commence the performance of its maintenance or repair obligations within ten (10) days of receiving such notice, or does not diligently prosecute its obligations to completion thereafter, or (b) in the case of an emergency, whether or not COMMISSION has given notice to LANDLORD, LANDLORD does not immediately perform its obligations, COMMISSION can perform the obligations and have the right to be reimbursed for the sum COMMISSION actually and reasonably expends (including charges for COMMISSION employees and equipment) in the performance of LANDLORD’s obligations. The sum expended by COMMISSION shall be due from LANDLORD to COMMISSION within fifteen (15) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COMMISSION is permitted by law to charge from the date the sum was paid by COMMISSION until COMMISSION is reimbursed by LANDLORD. If LANDLORD fails to reimburse COMMISSION as required by this paragraph, COMMISSION shall have the right to withhold from future rent due the sum COMMISSION has paid until COMMISSION is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. COMMISSION shall forward to LANDLORD receipts and/or documentation supporting the amount withheld.

C. COMMISSION, at its option and sole discretion, reserves the right to require the LANDLORD to hire a qualified property management company to manage the Premises, and that property management services, not limited to maintenance and repair, be performed pursuant to a property management agreement. The Premises must be inspected by the Property Manager as deemed necessary (in the Property Manager’s best judgment and at the Property Managers reasonable discretion), to ensure the Premises are maintained properly. Inspections must be coordinated with the COMMISSION representative.

14. ALTERATIONS: COMMISSION shall not make any structural or exterior improvements or alterations to the Premises without LANDLORD’s consent. Any such alterations shall remain on and be surrendered with the Premises on expiration or termination of the Lease.
15. **FIXTURES:** COMMISSION shall have the right during the term(s) of this Lease to install shelving and fixtures, and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, improvements, and alterations shall remain the property of the COMMISSION and may be removed by the COMMISSION during the term(s) of this Lease or within a reasonable time thereafter, provided that the COMMISSION restores the Premises to the condition as it existed at the commencement of this Lease, reasonable wear and tear excluded, or the COMMISSION in its sole discretion may elect to surrender all or any part of such shelving, fixture, improvements and alterations to the LANDLORD, in which case COMMISSION shall have no duty to restore the Premises. Any such election to surrender must be in writing, but need not be accepted by LANDLORD to be effective.

16. **UTILITIES:**
   
   A. LANDLORD shall furnish to the Premises and pay all service charges and related taxes for electric, gas, water, sewer, trash, fire alarm service and all other utilities. COMMISSION shall furnish and pay for security, vending machines and its own telephone service including pay telephones. LANDLORD to furnish heating, ventilating and air conditioning (“HVAC”) Monday through Friday from 8:00 a.m. to 5:30 p.m. and upon Tenant’s request, on Saturday from 8:00 a.m. to 12:00 p.m. HVAC services shall not include (if required by Tenant) Tenant’s dedicated HVAC unit to service Tenant’s server room. If required by Tenant, a dedicated HVAC unit to service Tenant’s server room shall be separately metered and the electrical charges relating to such dedicated HVAC unit will be billed to Tenant.

   B. After-hours HVAC will be available at after-hours rates computed in accordance with LANDLORD’S cost and charged uniformly to all tenants in the building. Currently, the after-hours charge is Fifty Dollars ($50.00) per hour and subject to annual adjustments.

17. **INDEMNIFICATION:**

   A. The LANDLORD agrees to indemnify, defend (with counsel approved by COMMISSION) and hold harmless the COMMISSION and the County of San Bernardino, its authorized officers, agents, volunteers and employees, from any and all claims, demands, actions, losses, damages, Liability, and/or for any costs or expenses incurred by the COMMISSION and County of San Bernardino arising out of: (a) any improvements constructed by the LANDLORD pursuant to the Lease; (b) the LANDLORD’s acts and omissions in connection with its ownership of the property; (c) the use of common areas and leasehold spaces other than the Premises; and (d) toxic waste and environmental contamination not resulting from the COMMISSION and County of San Bernardino’s use of the Premises, except where such indemnification is prohibited by law. The LANDLORD’s indemnification obligation applies to the COMMISSION and San Bernardino County’s “active” as well as “passive” negligence, but does not apply to the COMMISSION and San Bernardino County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782. The LANDLORD’s indemnification obligation shall survive the COMMISSION and San Bernardino County’s tenancy. The insurance provisions in **Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS**, shall not be interpreted in a manner that limits the indemnification obligations.
B. The COMMISSION and County of San Bernardino agree to indemnify and hold harmless the LANDLORD, and its officers, employees, agents and volunteers from any and all damages for injury to persons and damage to property arising out of the sole negligence of the COMMISSION and County of San Bernardino, its officers, employees, agents, or volunteers in connection with this contract.

18. INSURANCE REQUIREMENTS AND SPECIFICATIONS:

A. The COMMISSION agrees to purchase liability insurance and will use the County of San Bernardino’s self-insurance for workers’ compensation. The County of San Bernardino is a self-insured public entity for purposes of professional liability, general liability and workers’ compensation.

B. The LANDLORD agrees to provide insurance set forth in accordance with the requirements herein. If the LANDLORD uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the LANDLORD 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 lease hereunder. Without in anyway affecting the indemnity herein provided and in addition thereto, the LANDLORD shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

(1) 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 LANDLORD and all risks to such persons under this lease agreement.

If LANDLORD has no employees, it may certify or warrant to the COMMISSION and County of San Bernardino that is 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 COUNTY of San Bernardino’s Director of Risk Management.

If, LANDLORD is a non-profit corporation, organized under California or Federal law, volunteers for LANDLORD are required to be covered by Workers’ Compensation insurance.

(2) Commercial/General Liability Insurance – The LANDLORD shall carry General Liability Insurance covering all operations performed by or on behalf of the LANDLORD 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:

(a) Premises operations and mobile equipment.
(b) Products and completed operations.
(c) Broad form property damage (including completed operations).
(d) Personal injury
(e) Contractual liability.
(f) $2,000,000 general aggregate limit.

(3) **Commercial Property Insurance** providing all risk coverage for the leased premises, building, fixtures, equipment and all property constituting a part of the premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

(4) **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.

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

C. If LANDLORD performs any construction of the Premises on behalf of the COMMISSION or the County of San Bernardino, LANDLORD shall also procure and maintain coverages as follows:

(1) For construction contracts for projects over One Million Dollars ($1,000,000) and less than Three Million Dollars ($3,000,000) require limits of not less than Three Million Dollars in General Liability and Auto Liability coverage.

(2) For construction contracts for projects over Three Million Dollars ($3,000,000) and less than Five Million Dollars ($5,000,000) require limits of not less than Five Million Dollars ($5,000,000) in General Liability and Auto Liability coverage.

(3) For construction contracts for projects over Five Million Dollars ($5,000,000) and less than Ten Million Dollars ($10,000,000) require limits of not less than Ten Million Dollars (10,000,000) in General Liability and Auto Liability coverage.

(4) **Subcontractor Insurance Requirements.** The LANDLORD agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operation with the basic requirements for all contracts in B1 and the insurance sections for all contracts in B2, (including waiver of subrogation rights) and naming the COMMISSION and the County of San Bernardino as additional insured. The LANDLORD agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(5) **Course of Construction/Installation (Builder’s Risk)** property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.
D. **Additional Insured** – All policies, except for the Workers’ Compensation, shall contain endorsements naming the COMMISSION and COUNTY of San Bernardino and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the use under this lease hereunder. The additional insured endorsements shall not limit the scope of coverage for the COMMISSION and County of San Bernardino to vicarious liability but shall allow coverage for the COMMISSION and County of San Bernardino 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.

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

F. **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 and County of San Bernardino.

G. **Severability of Interests** – The LANDLORD 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 LANDLORD, COMMISSION and County of San Bernardino or between the COMMISSION and County of San Bernardino and any other insured or additional insured under the policy.

H. **Proof of Coverage** – The LANDLORD shall furnish Certificates of Insurance to the County of San Bernardino Real Estate Services Department (RESD) administering the lease evidencing the insurance coverage, including endorsements, as required, 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 RESD, and LANDLORD shall maintain such insurance from the time COMMISSION commences use under the lease hereunder until the end of the period of the lease. Within fifteen (15) days of the commencement of this contract, the LANDLORD 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.

I. **Acceptability of Insurance Carrier** – Unless otherwise approved by the County of San Bernardino’s Department of 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”.

J. **Insurance Review** – Insurance requirements are subject to periodic review by the COMMISSION and County of San Bernardino. The County of San Bernardino’s Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the County of San Bernardino’s Department of 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 or County of San Bernardino. In addition, the County of San Bernardino’s 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 or County of San Bernardino, inflation, or any other item reasonably related to the COMMISSION or County of San Bernardino’s risk.

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

Any failure, actual or alleged, on the part of RESD or COMMISSION or County of San Bernardino 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 County’s RESD or the COMMISSION.

K. Failure to Procure Insurance. All insurance required must be maintained in force at all times by LANDLORD. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COMMISSION or County of San Bernardino to give notice to immediately suspend all LANDLORD’s business activities on the Premises. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this agreement, and/or COMMISSION, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COMMISSION or County of San Bernardino shall be repaid by LANDLORD to COMMISSION or County of San Bernardino upon demand but only for the pro rata period of non-compliance.

L. COMMISSION and County of San Bernardino shall have no liability for any premiums charged for such coverage(s). The inclusion of COMMISSION and County of San Bernardino as additional named insured is not intended to and shall not make a partner or joint venturer with LANDLORD in LANDLORD’s operations.

M. The LANDLORD agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this lease to provide insurance covering such use with the basic requirements and naming the COMMISSION and County of San Bernardino as additional insured. LANDLORD agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

19. DESTRUCTION OF PREMISES:

A. During the term of this Lease, if any casualty renders a portion of the Premises unusable for the purpose intended, then LANDLORD shall, at LANDLORD’s expense, restore the Premises and repair any damages caused by such casualty as soon as reasonably possible and this Lease shall continue in full force and effect. If LANDLORD does not commence the restoration of the Premises in a substantial and meaningful way within thirty (30) days following the LANDLORD’s receipt of written notice of the casualty, or should LANDLORD fail to
diligently pursue completion of the restoration of the Premises, or if the time required to restore the Premises is estimated to exceed ninety (90) days, COMMISSION may, at its option, terminate this Lease immediately upon written notice to the LANDLORD. If COMMISSION elects to terminate this Lease pursuant to this provision, COMMISSION shall be discharged of all future obligations under this Lease. Alternatively, if LANDLORD fails to commence the restoration of the Premises or fails to diligently pursue the completion of the restoration as aforesaid, COMMISSION may, at its option and in its sole discretion, after notice to LANDLORD, perform LANDLORD’s obligations and restore the Premises. If COMMISSION elects to restore the Premises, COMMISSION shall have the right to be reimbursed for all sums it actually and reasonably expends (including charges for COMMISSION employees and equipment) in the performance of LANDLORD’s obligations. The sum paid by COMMISSION shall be due from LANDLORD to COMMISSION within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COMMISSION is permitted by law to charge from the date the sum was paid by COMMISSION until COMMISSION is reimbursed by LANDLORD. If LANDLORD fails to reimburse COMMISSION as required by this paragraph, COMMISSION shall have the right to withhold from future rent due the sum COMMISSION has paid until COMMISSION is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. COMMISSION shall forward to LANDLORD receipts and/or documentation supporting the amount withheld. For the purposes of this paragraph, the phrase “commence . . . in a substantial and meaningful way” shall mean either the unconditional authorization of the preparation of the required plans, the issuance of any required Building Permits or the beginning of the actual work on the Premises.

B. In the event there is a destruction of a portion of the Premises as set out in subparagraph A above, there shall be an abatement or reduction of the rent between the date of destruction and the date of completion of restoration or the date of termination of this Lease, whichever comes first. The abatement or reduction of the rent shall be in proportion to the degree to which COMMISSION’s use of the Premises is impaired.

C. In the event there is a destruction of a portion of the Premises as set out in subparagraph A, above, and the Lease is not terminated because of such destruction, LANDLORD agrees to use any and all insurance proceeds received for said destruction in the restoration of the Premises.

D. In the event LANDLORD is required to restore the Premises as provided in this paragraph, LANDLORD shall restore, at LANDLORD’s expense, any structural or exterior improvements or alterations to the Premises made by COMMISSION pursuant to Paragraph 14, ALTERATIONS, of this Lease, but shall not be responsible for restoring any shelving, fixtures, or interior nonstructural improvements or alteration made by the COMMISSION pursuant to Paragraph 15, FIXTURES, of this Lease.

E. It is the purpose and intent of this paragraph to determine who shall bear the initial responsibility for restoration of the Premises in the event of any such destruction and not to determine the party ultimately responsible for the costs of such restoration.
20. **LANDLORD'S DEFAULT:** Except where another time limit is specifically provided, LANDLORD shall be in default of this Lease if LANDLORD fails or refuses to perform any material provisions of this Lease and such failure or refusal to perform is not cured within thirty (30) days following LANDLORD’s receipt of written notice of default from COMMISSION. If the default cannot reasonably be cured within thirty (30) days, LANDLORD shall not be in default of this Lease if LANDLORD commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

21. **COMMISSION'S REMEDIES ON LANDLORD'S DEFAULT:** COMMISSION, at anytime after LANDLORD is in default, can terminate this Lease immediately upon written notice to LANDLORD or can cure the default at LANDLORD's cost. If COMMISSION at any time, by reason of LANDLORD’s default, pays any sum or does any act that requires the payment of any sum (including charges for COMMISSION’s employees and equipment), the sum paid by COMMISSION shall be due from LANDLORD to COMMISSION within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COMMISSION is permitted by law to charge from the date the sum was paid by COMMISSION until COMMISSION is reimbursed by LANDLORD. If LANDLORD fails to reimburse COMMISSION as required by this paragraph, COMMISSION shall have the right to withhold from future rent due the sum COMMISSION has paid until COMMISSION is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

22. **COMMISSION'S DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by COMMISSION:

   A. The vacating for more than thirty (30) consecutive days or abandonment of the Premises by COMMISSION.

   B. The failure by COMMISSION to perform any material provisions of this Lease to be performed by COMMISSION, including the payment of rent, where such failure shall continue for a period of thirty (30) days after notice by LANDLORD to COMMISSION; provided, however, that if the nature of COMMISSION's default is such that more than thirty (30) days are reasonably required for its cure, then COMMISSION shall not be deemed to be in default if COMMISSION commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

23. **LANDLORD'S REMEDIES ON COMMISSION'S DEFAULT:** Whenever any Event of Default referred to in Section 22 hereof shall have happened and be continuing, it shall be lawful for the LANDLORD to exercise any and all remedies available pursuant to law or granted pursuant to this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Rent or otherwise declare any Rent not then in Default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the COMMISSION is expressly made a condition and upon the breach thereof the LANDLORD may exercise any and all rights of entry and re-entry upon the Premises, and also, at its option, with or without such entry, may terminate this Lease. In the event of such Event of Default and notwithstanding any re-entry by the LANDLORD, the COMMISSION shall
continue to remain liable for the payment of the Rent and/or damages for breach of this Lease and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the LANDLORD only at the same time and in the same manner as hereinabove provided for the payment of Rent hereunder.

24. **LANDLORD'S ACCESS TO PREMISES:** LANDLORD and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

   A. To determine whether the Premises are in good condition; and,

   B. To do any necessary maintenance and to make any restoration to the Premises that LANDLORD has the right or obligation to perform; and

   C. To serve, post, or keep posted any notices required by law; and,

   D. To post "for sale" signs at any time during the term, to post "for rent" or "for Lease" signs during the last three (3) months of the term; and,

   E. To show the Premises to prospective brokers, agents, buyers, tenants, lenders or persons interested in an exchange, at any time during the term.

LANDLORD shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COMMISSION.

25. **NOTICES:**

   A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COMMISSION working days from the time of mailing if mailed as provided in this paragraph.

   **LANDLORD's address:** Three Carnegie Plaza  
c/o Glenborough, LLC  
Attn.: General Manager  
650 E. Hospitality Lane, Suite 150  
San Bernardino, CA 92408

   **CC:** Three Carnegie Plaza  
606 South Olive Street, Suite 600  
Los Angeles, CA 90014
COMMISSION’s address: CHILDREN AND FAMILIES COMMISSION FOR 
SAN BERNARDINO COUNTY/FIRST 5 SAN 
BERNARDINO c/o County of San Bernardino’s 
Real Estate Services Department 
385 North Arrowhead Avenue, Third Floor 
San Bernardino, CA 92415-0180

B. If, at any time after the COMMISSION accepts the Premises, the LANDLORD assigns or transfers a non-controlling interest of its rights in the Premises to a third party, LANDLORD must notify COMMISSION of its action at least fifteen (15) COMMISSION working days prior to completing any such action.

C. If, at any time after the COMMISSION accepts the Premises, the LANDLORD assigns or transfers a controlling interest of its rights in the Premises to a third party, LANDLORD must notify COMMISSION of its action at least fifteen (15) COMMISSION working days prior to completing any such action. The new owner must provide COMMISSION with evidence of completion of such action. The parties shall immediately execute an amendment to this Lease stating the change of ownership of the Premises.

(1) Within fifteen (15) COMMISSION working days of completing any action which affects a change in the ownership of the Premises, the new owner must provide COMMISSION evidence of obtaining insurance in compliance with Paragraph 17, INDEMNIFICATION and Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS.

26. INCORPORATION OF PRIOR AGREEMENT: This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

27. WAIvERS: No waiver by either party of any provisions of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

28. AMENDMENTS: No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this Lease.

29. SUCCESSORS: This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

30. SEVERABILITY: If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Lease or any other portion thereof.
31. **TIME OF ESSENCE:** Time is of the essence of each provision of this Lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

32. **QUIET ENJOYMENT:** Subject to the provisions of this Lease and conditioned upon performance of all the provisions to be performed by COMMISSION hereunder, LANDLORD shall secure to COMMISSION during the Lease term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.

33. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

34. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold, condition or delay such consent or approval.

35. **EXHIBITS:** All exhibits referred to are attached to this Lease and incorporated by reference.

36. **LAW:** This Lease shall be construed and interpreted in accordance with the laws of the State of California.

37. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Lease, 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.

38. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the COMMISSION, including such costs and attorneys’ fees payable under Paragraph 17, INDEMNIFICATION, Paragraph 48, HAZARDOUS SUBSTANCES, and Paragraph 49, PUBLIC RECORDS DISCLOSURE; CONFIDENTIALITY

39. **RESERVED:**

40. **COMMISSION'S RIGHT TO TERMINATE LEASE:**

   A. The COMMISSION shall have the one (1) time right to terminate this Lease at any time after the end of the sixtieth (60th) month or by October 31, 2018 of the initial Lease Term, whenever COMMISSION, in its sole discretion, determines it would be in COMMISSION's best interests to terminate this Lease. The Director of the County of San
Bernardino’s Real Estate Services Department (RESD) shall give LANDLORD written notice of any termination pursuant to this paragraph at least twelve (12) months prior to the date of termination. The penalty for such termination shall be Three Hundred Thousand Dollars ($300,000). In order to successfully terminate the Lease, the Tenant must provide the written notice along with the termination penalty twelve (12) months prior to the end of the sixtieth (60th) month of the initial Lease term. In the event COMMISSION terminates this Lease pursuant to this paragraph, the LANDLORD shall have the right to receive from COMMISSION only the rent which will have been earned through the date of termination of this Lease and the termination penalty payment of Three Hundred Thousand Dollars ($300,000).

B. In the event any of the two (2) five-year option periods are exercised, the COMMISSION shall have the right to terminate this Lease at any time, whenever COMMISSION, in its sole discretion, determines it would be in COMMISSION’s best interests to terminate this Lease. The Director of the County of San Bernardino’s Real Estate Services Department (RESD) shall give LANDLORD written notice of any termination pursuant to this paragraph at least ninety (90) days prior to the date of termination. In the event COMMISSION terminates this Lease pursuant to this paragraph, the LANDLORD shall have the right to receive from COMMISSION only the rent which will have been earned through the date of termination of the Lease.

41. **LANDLORD'S IMPROVEMENTS:**

A. LANDLORD, at its cost, agrees to make the improvements to the Premises set forth in Exhibit "A", Premises Specifications (“Improvements”). The Improvements shall be completed by the Commencement Date. The costs of all Improvements stated in Exhibit ‘A’, Premises Specifications made by LANDLORD pursuant to this paragraph are included in the monthly rent, as set out in Paragraph 4, RENT.

B. LANDLORD understands and agrees that from the time that this agreement is executed through the completion of the Improvements pursuant to Exhibit "A", Premises Specifications, and acceptance of the improved Premises by COMMISSION, LANDLORD shall not assign or transfer a controlling interest in the Premises to a third party, without COMMISSION’s prior review and approval.

   (1) LANDLORD understands and agrees to provide to COMMISSION all documents and relevant information concerning any proposed transfer. COMMISSION will have ten (10) COMMISSION working days after receiving all such documents and information to complete its review. Upon COMMISSION approval of an assignment or transfer, the parties shall immediately execute an amendment to this Lease stating the change of ownership of the Premises.

C. LANDLORD understands and agrees not to make any modifications to the improvement plans and specifications as set forth in Exhibit "A", Premises Specifications, without first obtaining approval in written change order form. Any changes to these plans and specifications, without first acquiring said approval, will be at the expense of the LANDLORD and not the COMMISSION.
D. In the event LANDLORD contracts for the construction of any portion of the Improvements set forth in Exhibit "A", Premises Specifications, LANDLORD shall comply with the applicable provisions, if any, of the California Public Contract Code 22000 through 22045 regarding bidding procedures and Labor Code Section 1720.2 and 1770 et seq. regarding general prevailing wages. LANDLORD shall indemnify and hold harmless COMMISSION and its officers, employees, and agents from any claims, actions, losses, damages and/or liability arising out of the obligations set forth in this subparagraph. The LANDLORD’s indemnity obligations shall survive the COMMISSION’s tenancy, and shall not be limited by the existence or availability of insurance.

E. LANDLORD, at its sole expense, must provide all site plans (including elevations of the building and details of the exterior finish), space design plans, construction plans, and a complete set of the bid drawings and specifications. The bid drawings shall be provided to COMMISSION on a compact disc-recordable (CD-R). The file format for the CD-R copy shall be an Adobe Acrobat file (.pdf file extension) AND AutoCAD software (.dwg file extension). The specifications shall be submitted as a reproducible hardcopy and copied on a CD-R with formats compatible with Microsoft Word. LANDLORD agrees and understands that it will construct on the Premises during the period immediately following execution of this Lease, those Improvements shown on the space design and site plans prepared by LANDLORD and approved by COMMISSION. The Improvements shall be constructed in accordance with Paragraph 11, HEALTH, SAFETY AND FIRE CODE REQUIREMENTS, and Exhibit "A", Premises Specifications.

F. LANDLORD and COMMISSION agree that the Improvements are projected to be constructed, completed and certified for occupancy by the City of San Bernardino by October 31, 2013, and that the COMMISSION must be able to occupy the improved Premises no later than November 1, 2013. In order to meet the projected occupancy date, the parties have agreed upon the following Project Construction Schedule setting forth the essential elements of construction, the projected completion dates, and the critical completion dates for each element. Those dates are as follows:


G. LANDLORD agrees that its failure to meet any of the above Critical Completion Date(s) will mean that the COMMISSION will not be able to occupy the improved Premises by November 1, 2013, and that the COMMISSION may therefore elect to terminate this Lease in the event the LANDLORD fails to meet any of said dates. Any such election to terminate by the COMMISSION must be in writing and given to LANDLORD within thirty (30) COMMISSION
working days of the missed Critical Completion Date, and before the LANDLORD completes the
element and notifies the COMMISSION of such completion.

H. LANDLORD agrees to provide the COMMISSION a written progress report
every thirty (30) days. The report shall contain up-date information of construction progress and
notification of any permit approval. LANDLORD shall immediately notify COMMISSION of
the completion of every element in the Project Construction Schedule.

I. LANDLORD acknowledges that late delivery of the Premises to COMMISSION
will cause COMMISSION to incur costs not contemplated by this Lease agreement, the exact
amount of such costs being extremely difficult and impracticable to fix. Therefore, if
LANDLORD does not deliver the improved Premises by the projected occupancy date of
November 1, 2013, LANDLORD agrees to liquidated damages of Two Hundred and 00/00
Dollars ($200.00) for each day's delay from the projected occupancy date of November 1, 2013,
to the date the COMMISSION accepts the Premises or terminates this Lease agreement, unless
such delay was caused in part or in whole by TENANT. The parties agree that this charge
represents a fair and reasonable estimate of the costs that COMMISSION will incur by reason of
late delivery. Acceptance of any charge shall not constitute a waiver of LANDLORD's default or
prevent COMMISSION from exercising any of the other rights and remedies available to
COMMISSION.

J. Notwithstanding subparagraphs "F", "G" and "I", above, in the event
LANDLORD, after exercising all due diligence, is unable to meet any of the above mentioned
Critical Completion Dates due to reasons which LANDLORD proves are outside the control of
LANDLORD, such reasons include but are not limited to acts of God, unreasonable acts of
governmental agencies causing unavoidable delays (the normal and reasonable times for review,
action and reasonably anticipated delays by governmental agencies are already included in the
timing of the Critical Completion Dates), strikes, or labor troubles, then the Critical Completion
Dates(s) shall be extended for a period equivalent to the period of such delay.

(1) As soon as LANDLORD becomes aware, or should in the exercise of due
diligence have become aware of any facts or circumstances that may or will cause such a delay,
LANDLORD shall immediately notify COMMISSION of any such delay or anticipated delay. In
the event LANDLORD fails to timely notify COMMISSION of any such delay or anticipated delay,
LANDLORD, notwithstanding the main portion of this subparagraph "J" above, shall be subject
to subparagraph "I", above, for the entire length of any delay.

42. CAPTIONS, TABLE OF CONTENTS AND COVER PAGE: The paragraph
captions, table of contents and the cover page of this Lease shall have no effect on its
interpretations.

43. SURVIVAL: The obligations of the parties that, by their nature, continue beyond the
term of this Lease, will survive the termination of this Lease.

44. FORMER COMMISSION OFFICIALS: LANDLORD agrees to provide or has
already provided information on former COMMISSION administrative officials (as defined
below) who are employed by or represent LANDLORD. The information provided includes a
list of former COMMISSION administrative officials who terminated COMMISSION employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, “COMMISSION administrative official” is defined as a member of the COMMISSION or COMMISSION Administrative staff. (See Exhibit "C", List of Former COMMISSION Officials.)

45. **BROKER'S COMMISSIONS:** LANDLORD is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this Lease.

46. **ESTOPPEL CERTIFICATES:** Each party within thirty (30) days after notice from the other party, shall execute and deliver to other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and that there are no uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver the certificate within thirty (30) days shall be conclusive upon the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, and that there are no uncured defaults on the part of the party requesting the certificate. The estoppel certificate shall be in the form as shown in Exhibit "D", Estoppel Certificate.

47. **SUBORDINATION AND ATTORNMENT:**

A. As a condition precedent to the COMMISSION’s obligations under this Lease, LANDLORD shall obtain from each holder of a lien or encumbrance on the Premises which is senior to this Lease either an executed recordable subordination agreement which subordinates such lien or encumbrance to this Lease, or a non-disturbance agreement which contains terms at least as favorable to the COMMISSION as those set forth in paragraph 2 (“Nondisturbance”) of Exhibit "E", Subordination, Nondisturbance and Attornment Agreement, hereto.

B. If, after execution of this Lease, a subsequent lienor requires that this Lease be subordinate to any such encumbrance, this Lease shall be subordinate to that encumbrance if, and only if, LANDLORD first obtains from the subsequent lienor an executed subordination, nondisturbance and attornment agreement, the terms of which are at least as favorable to the COMMISSION as those set forth in Exhibit "E", Subordination, Nondisturbance and Attornment Agreement hereto. If the COMMISSION’s Counsel approves the form of a subordination, nondisturbance and attornment agreement pursuant to this subparagraph, and if such agreement is executed by the subsequent lienor, then the Director of the County of San Bernardino’s Real Estate Services Department is authorized on behalf of the COMMISSION to, and shall, execute such agreement, and shall further execute any other documents required by the lender to accomplish the purposes of this paragraph, provided such other documents are consistent with the terms of the subordination, nondisturbance and attornment agreement and this Lease.
HAZARDOUS SUBSTANCES:

A. LANDLORD hereby represents and warrants that, to the best of LANDLORD’s knowledge, information and belief: (i) the Premises have not been exposed to Hazardous Substances and are presently free of all Hazardous Substances; (ii) neither the LANDLORD nor any of the other current tenants, if any, on the property of which the Premises forms a part is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Substances to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises to date, and the soil, groundwater and vapor on or under the Premises is free of Hazardous Substances as of the Commencement Date.

B. LANDLORD shall indemnify, protect, defend and hold COMMISSION, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys’ and consultant’s fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises prior to the Commencement Date of this Lease. Additionally, the issuance of an order by any governmental authority directing the LANDLORD or any of LANDLORD’s other tenants or licensees on the property of which the Premises forms a part to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by the LANDLORD or any person acting under LANDLORD’s direct control and authority is a breach of this Contract, and LANDLORD shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by COMMISSION in connection with or in response to such order. LANDLORD’s obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by COMMISSION, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. LANDLORD’s obligations under this provision shall survive the expiration or early termination of this Lease. No termination, cancellation or release agreement entered into by COMMISSION and LANDLORD shall release LANDLORD from its obligations under this Lease with regard to Hazardous Substances unless specifically agreed to by COMMISSION in writing.

C. For the purposes of this paragraph, the following definitions shall apply:

(1) “Hazardous Substance,” as used in this Lease, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of LANDLORD or COMMISSION under any applicable statute or common law theory.

(2) “Reportable use” shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice,
registration or business plan is required to be filed with any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties.

(3) The term “applicable requirements” shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.

49. PUBLIC RECORDS DISCLOSURE; CONFIDENTIALITY:

A. All information received by the COMMISSION from the LANDLORD or any source concerning this Lease, including the Lease itself, may be treated by the COMMISSION as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the “Public Records Act”). LANDLORD understands that although all materials received by the COMMISSION in connection with this Lease are intended for the exclusive use of the COMMISSION, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LANDLORD has reasonably requested COMMISSION to hold in confidence is made to the COMMISSION, the COMMISSION shall notify the LANDLORD of the request and shall thereafter disclose the requested information unless the LANDLORD, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COMMISSION a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the COMMISSION harmless in any/all actions brought to require disclosure. LANDLORD waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COMMISSION fails to notify LANDLORD of any such disclosure request and/or releases any information concerning this Lease received from the LANDLORD or any other source.

B. Confidentiality. LANDLORD acknowledges that the premises will be used by COMMISSION for the processing and storage of confidential information protected from unlawful access and disclosure by federal, state and local laws. COMMISSION and its officers, agents, volunteers and employees, agree to comply with relevant federal, state and local laws pertaining to the security and protection of such confidential information while on the premises. LANDLORD agrees that it will prevent any unlawful access to or disclosure of the confidential information by LANDLORD, its officers, agents, volunteers, employees and contractors. LANDLORD agrees that all entities with which LANDLORD contracts to provide services on the premises will prevent any unlawful access or disclosure of the confidential information, and that said entities will agree to the same in writing. LANDLORD acknowledges that any unlawful access to or disclosure of confidential information may result in the imposition of civil and criminal sanctions.

50. CONDITION OF PREMISES: LANDLORD shall deliver the Premises to COMMISSION clean and free of debris on the Commencement Date and warrants to COMMISSION that the plumbing, electrical systems, fire sprinkler system, lighting, air conditioning and heating systems and loading doors, if any, in the Premises shall be in good operating condition on the Commencement Date.

51. CONDEMNATION:
A. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called “condemnation”), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas or that portion of the Premises designated for COMMISSION’s parking, is taken by condemnation, COMMISSION may, at COMMISSION’s option, to be exercised in writing within thirty (30) days after LANDLORD shall have given COMMISSION written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If COMMISSION does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of rent shall occur if the condemnation does not apply to any portion of the Premises. COMMISSION shall be entitled to receive the following amounts of any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power: (a) one hundred percent (100%) of any amount attributable to any excess of the market value of the Premises for the remainder of the Lease Term over the present value as of the Termination Date of the Rent payable for the remainder of the Lease Term (commonly referred to as the “bonus value” of the Lease); and (b) COMMISSION shall have the right to make a separate claim in the Condemnation proceeding for: (i) The taking of the amortized or undepreciated value of any trade fixtures or leasehold improvements owned by COMMISSION that COMMISSION has the right to remove at the end of the Lease term and that COMMISSION elects not to remove; (ii) Reasonable removal and relocation costs for any trade fixtures or leasehold improvements that COMMISSION has the right to remove and elects to remove (if Condemnor approves of the removal); (iii) Loss of goodwill; (iv) Relocation costs under Government Code section 7262, the claim for which COMMISSION may pursue by separate action independent of this Lease; and (v) Any other amount in addition to the foregoing that the COMMISSION is allowed under condemnation law.

B. COMMISSION shall have the right to negotiate directly with Condemnor for the recovery of the portion of the Award that COMMISSION is entitled to under subparagraph (B) of this paragraph. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall repair any damage to the Premises caused by such condemnation authority pursuant to Paragraph 13, MAINTENANCE, and Paragraph 19, DESTRUCTION OF PREMISES.

52. MATERIAL MISREPRESENTATION: If during the course of the administration of this lease, the COMMISSION determines that the LANDLORD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COMMISSION, this Lease may be immediately terminated. If this Lease is terminated according to this provision, the COMMISSION is entitled to pursue any available legal remedies.

53. INTERPRETATIONS: As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.
54. **USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS:** This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the “Buy American” requirement. Request for a waiver must be made to the COMMISSION for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by LANDLORD or LANDLORD’s subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the “wage rate” requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. LANDLORD must contact the COMMISSION contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. LANDLORD will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the COMMISSION may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. LANDLORD agrees to fully cooperate in providing information or documents as requested by the COMMISSION pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

LANDLORD may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. LANDLORD must contact the COMMISSION with any questions regarding registration requirements.

55. **SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS:** In addition to the requirements described in “Use of ARRA Funds and Requirements,” proper accounting and reporting of ARRA expenditures in single audits is required. LANDLORD agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, “Audits of States, Local Governments, and Nonprofit Organizations.” This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount
such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, LANDLORD agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

LANDLORD may be required to provide detailed information regarding expenditures so that the COMMISSION may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. LANDLORD agrees to fully cooperate in providing information or documents as requested by the COMMISSION pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

A. Whistleblower Protection. LANDLORD agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

LANDLORD agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

By executing this Agreement, LANDLORD acknowledges receipt of the American Recovery and Reinvestment Act (ARRA) Funding requirements that became effective August 12, 2009, and understands and agrees to the contractual obligations stipulated herein for contracts with the COMMISSION.

56. AUTHORIZED SIGNATORS: Both parties to this Lease represent that the signators executing this document are fully authorized to enter into this agreement.

END OF LEASE TERMS.

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CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO

_________________________________________

_________________________________________, Chairman

Date:______________________________________

Title: Manager ____________________________

Approved as to Legal Form:

Commission Counsel
San Bernardino County, California

By:______________________________________

Regina A. Coleman, Principal Assistant
County Counsel

Date:______________________________________

LANDLORD: THREE CARNEGIE PLAZA

By: Robert Hanasab __________________________

(Name)

Title: Manager ____________________________

Date:______________________________________
Exhibit “A”, Premises Specifications

Final floor plan and scope of work to be attached
EXHIBIT "B" (FOR USE ON HSS PROJECTS ONLY)
LICENSED JANITORIAL AND MAINTENANCE CONTRACTOR SERVICES

(Janitorial Service to provide/supply all sanitary and paper goods.)

The shift hours scheduled for the Day Janitor are to be reviewed and approved by COMMISSION, the Janitorial Services shall be on site at the project where the Premises is located for a minimum of four (4) hours per day M-F, excluding County Holidays. Following are the services to be performed by a licensed janitorial contractor - Day Janitor:

DAILY SERVICES FIVE (5) DAYS PER WEEK:
1. Empty and damp clean all ashtrays.
2. Empty all waste baskets and other waste containers.
3. Dust mop all tiled/terrazzo floors.
4. Dust all desks, chairs, tables, filing cabinets and other office furniture.
5. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
6. Clean splash marks from walls of rest rooms.
7. Refill soap, towel and paper containers.
8. Clean and sanitize drinking fountains.
10. Clean kitchen sinks and counters.
11. Remove papers and debris outside main entry.

TWICE-MONTHLY SERVICE:
1. Clean lobby directories and fire extinguisher glass.

EVERY THREE MONTHS:
1. Wash inside windows and partitions.

The following services are to be performed by a licensed janitorial contractor:

WEEKLY SERVICE:
1. Wet mop all tiled/terrazzo floors.
2. Clean all desk tops that are cleared.
3. Clean hand marks from walls, doors and woodwork.
4. Vacuum all carpeting completely. All carpeted areas are to be vacuumed using a dual motor vacuum with a rotating cylindrical brush, rather than a beater bar.

TWICE-MONTHLY SERVICE:
1. Dust high areas, including window coverings.
2. Vacuum upholstered furniture.

EVERY THREE MONTHS:
1. Vacuum dust and dirt accumulation from air conditioning vents.
2. Brush down cobwebs inside building.
3. Replace cartridge in rest room automatic air fresheners, if applicable.
4. Wax all tiled floors.

DAILY SERVICES FIVE (5) DAYS PER WEEK:
1. Empty and damp clean all ashtrays.
2. Empty all waste baskets and other waste containers.
3. Dust mop all tiled/terrazzo floors.
EXHIBIT "B"
LICENSED JANITORIAL AND MAINTENANCE CONTRACTOR SERVICES (Continued):

DAILY SERVICES FIVE (5) DAYS PER WEEK - continued:
4. Vacuum traffic lanes of carpeting. All carpeted areas are to be vacuumed using a dual motor vacuum with a rotating cylindrical brush, rather than a beater bar.
5. Dust all desks, chairs, tables, filing cabinets and other office furniture.
6. Damp clean lobby counters.
7. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
8. Clean splash marks from walls of rest rooms.
9. Wet mop and sanitize rest room floors.
10. Refill soap, towel and paper containers.
11. Clean and sanitize drinking fountains.
12. Clean hand marks off glass on entrance doors.
15. Sweep entryway.
16. Brush down steps of inside stairwells.
17. Vacuum elevator carpet. All carpeted areas are to be vacuumed using a dual motor vacuum with a rotating cylindrical brush, rather than a beater bar.
18. Spot clean all walls and doors including elevator.
19. Spot clean carpets of small spillage, footprints, etc.
20. Keep janitor closets clean and orderly.

The above are considered the minimum standard janitorial items, and are to be performed by a licensed janitorial contractor. Landlord is responsible for providing all services related to the health and cleanliness of the leased facility.

The following services are to be performed by a licensed maintenance contractor.

WEEKLY SERVICE:
1. Replace light bulbs and tubes inside building when needed.

ONCE-MONTHLY SERVICE:
1. Licensed pest control or as needed.

OTHER FREQUENCY:
1. Carpet to be cleaned by a professional carpet cleaning company per carpet manufacturer’s instructions using a wet/dry extraction process per the carpet manufacturers cleaning instructions
2. Wash exterior windows and partitions twice a year.
3. Wash interior windows and partitions once annually.
EXHIBIT "C"

LIST OF FORMER COMMISSION OFFICIALS

INSTRUCTIONS: List the full name of the former COMMISSION Administrative Official, the title/description of the Official’s last position with the COMMISSION, the date the Official terminated COMMISSION employment, the Official’s current employment and/or representative capacity with the LANDLORD, the date the Official entered LANDLORD’s employment and/or representation.

<table>
<thead>
<tr>
<th>OFFICIAL’S NAME:</th>
<th>REQUIRED INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT "D" - ESTOPPEL CERTIFICATE

Date:___________________

To: ___________________

___________________  
___________________

Re: _______________________________, ___________________
       (address)    (city)

The undersigned CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNADINO ("COMMISSION") hereby certifies as follows:

1.  COMMISSION is in possession of ___________________, _______________, California (the "Premises"). COMMISSION leases the Premises under a written Lease agreement dated __________, 20____, Lease Agreement No. __________ (the "Lease"), wherein COMMISSION is the lessee or tenant, and ______________________, ("Owner") is the lessor or landlord.

2.  The Lease is in full force and effect and has not been amended, supplemented or changed, except as follows:

3.  The term of the Lease commenced on ___________, 20___, and is scheduled to expire __________, 20__. COMMISSION has no right or option to renew or extend the term of the Lease except as to the following: ______ (___) ______-year options.

4.  COMMISSION's current monthly rental is $______.____, payable on the last day of each month.

5.  COMMISSION currently has no security deposit with Owner.

6.  COMMISSION is not in default under the terms of the Lease and no condition exists which, with the passage of time or the giving of notice, or both, would constitute such a default. To the best of COMMISSION's knowledge, Owner is not in default under the terms of the Lease, and no condition exists which, with the passage of time or the giving notice, or both, would constitute such a default.

7.  COMMISSION hereby certifies that the foregoing is true and correct.

By: __________________________

County of San Bernardino
David H. Slaughter, Director
Real Estate Services Department
EXHIBIT "E"

RECORDED AT REQUEST OF
AND TO BE RETURNED TO:

________________________________________

________________________________________

________________________________________

Attn: __________________________


SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into by and between the CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO herein referred to as COMMISSION ("Tenant"), ____________________________________________ (“Landlord”) and, _______________________________________________ ("Lender").

(Name and type of entity)

Recitals

A. Tenant entered into a certain Lease Agreement, COMMISSION Contract No. ___-_____ dated as of ________________, 20__ (the "Lease"), between Tenant, as lessee, and Landlord, as lessor, pertaining to that certain premises commonly known as __________________, ____________, California _________ (zip code), as more particularly described in the Lease ("Premises"), located on that certain real property located in the County of San Bernardino, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"). Landlord may also be referred to as "Borrower".

B. Borrower made, executed and delivered, or is about to make, execute and deliver to Lender a certain promissory note, dated substantially contemporaneously herewith ("the Note"), in the original principal sum of $___________________. The obligations evidenced by the Note shall be referred to as the "Loan". The Note is executed pursuant to the terms of a certain Construction Loan Agreement, dated substantially contemporaneously herewith (the "Loan Agreement"), between Lender and Landlord.
C. Borrower has executed and delivered, or is about to execute and deliver to Lender, a certain Deed of Trust and Assignment of Rents, dated substantially contemporaneously herewith (the "Deed of Trust"), encumbering the Property to secure the Loan.

D. It is a condition precedent to the Loan that the Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease.

E. It is a condition precedent to the Loan that Tenant will specifically and unconditionally subordinate and subject the Lease, together with all rights and privileges of Tenant thereunder, to the lien or charge of the Deed of Trust.

F. It is to the mutual benefit of the parties hereto that Lender and Borrower enter into the Loan.

**Covenants**

In consideration of the recitals set forth above and the covenants and agreements contained herein, the parties agree as follows:

1. **Subordination:** Tenant hereby subordinates all of Tenant's right, title, interest and leasehold estate in and to the Premises to the lien, operation, and effect of the Deed of Trust.

2. **Nondisturbance:** Tenant’s peaceful and quiet possession of the Premises shall not be disturbed and Tenant’s rights and privileges under the Lease, including but not limited to the provisions of the Lease set forth under the headings “TERM,” “EXPANSION OF RENTAL SPACE,” “OPTION TO EXTEND TERM,” “INSURANCE REQUIREMENTS AND SPECIFICATIONS,” “DESTRUCTION OF PREMISES,” “COMMISSION’S RIGHT TO TERMINATE LEASE,” and “CONDEMNATION,” shall not be diminished by Lender’s foreclosure, acceptance of a deed in lieu of foreclosure, or any other exercise of Lender’s rights or remedies under the Deed of Trust, the Note, the Loan Agreement, any other loan document, or the laws governing secured loans. All of the provisions of the Lease shall prevail over any conflicting provisions in the Deed of Trust, the Note, the Loan Agreement, any other loan document, or the laws governing secured loans. Tenant shall not be named or joined in any foreclosure, trustee’s sale, or other proceeding or action to enforce the Deed of Trust, the Note, the Loan Agreement, any other loan document, unless such joinder shall be legally required to perfect such foreclosure, trustee’s sale, or other proceeding or action.

3. **Attornment:** If the Deed of Trust is foreclosed for any reason, or Landlord deeds the Property to Lender in lieu of foreclosure, the Lease shall not be extinguished and Tenant shall be bound to Lender under all the terms, covenants, and conditions of the Lease for the balance of the term of the Lease with the same force and effect as if Lender was the lessor under the Lease. Tenant shall attorn to Lender as Tenant's Lessor, and agrees to recognize Lender as the new owner and promises to pay the rent to Lender as Landlord. This attornment shall be effective and self-operative, without the execution of any other instruments on the part of any of the parties to this Agreement, immediately upon Lender succeeding to the interest of Landlord under the Lease.
4. **Disbursements:** Lender is under no obligation or duty to monitor the application of the proceeds of the Loan. Any application of such proceeds for purposes other than those provided for in the Loan Agreement or any of the other Loan Documents shall not defeat the effect of this Agreement in whole or in part.

5. **Acknowledgment of Assignment:** Tenant acknowledges and consents to the assignment of Landlord's rights under the Lease to Lender pursuant to a certain Assignment of Leases (the "Assignment"). Tenant shall pay rent to Lender upon receipt of written notice from Lender that Lender has revoked the waiver of Landlord's right to receive the rents from the Premises pursuant to the Assignment, notwithstanding the fact that Lender has not foreclosed the Deed of Trust, nor succeeded to the interest of Landlord under the Lease. Tenant shall not be liable to Landlord for any payments made to Lender hereunder.

6. **Assignment or Sublease:** Tenant may assign or sublease all or any portion of the Property in accordance with the Lease, but no such assignment, transfer, or subletting shall relieve Tenant of any of its obligations under the Lease. Tenant hereby covenants that the Lease has not been modified or altered. Tenant shall not enter into or agree to any amendment or modification to the Lease with Landlord, without the prior written consent of Lender. Tenant shall not voluntarily subordinate or subject the Lease or any interest therein to any lien or encumbrance without the prior written consent of Lender, unless said lien or encumbrance shall relate to personal property that can be removed without damage to the Premises, or unless such subordination is required by the Lease.

7. **Notices:** Tenant shall deliver to Lender a copy of all notices, requests, or demands delivered by Tenant to Landlord in accordance with this Paragraph. Tenant shall also deliver to Lender any and all notices, demands, or requests received by Tenant from Landlord relating to any of the aforesaid. Lender shall deliver to Tenant all notices, requests or demands in accordance with this Paragraph. All notices required hereunder or pertaining hereto shall be in writing and shall be deemed delivered and effective upon the earlier of (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by express courier service or United States mail, postage prepaid, certified or registered, return receipt requested; or (iii) the date of delivery if such notice is sent by facsimile, in each case, to the applicable address as follows:

   to Tenant: CHILDREN AND FAMILIES COMMISSION FOR SAN
   BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO c/o
   County of San Bernardino’s Real Estate Services Department
   385 North Arrowhead Avenue, Third Floor
   San Bernardino, California 92415-0180
   Facsimile No.: (909) 387-7833

   to Landlord: ________________________________
                   ________________________________
                   ________________________________
   Attn: ________________________________

3
Facsimile No.: ______________

to Lender: ___________________________

____________________________________

____________________________________

Attn: ______________________

Facsimile No.: ______________

Notwithstanding the foregoing, any notice under or pertaining to this Agreement, given and effective in accordance with applicable law, shall be effective for purposes hereof. Any party may change the address at which it is to receive notices hereunder to another business address within the United States (but not a post office box or similar mail receptacle) by giving notice of such change of address in accordance herewith.

8. **Landlord's Default:** Tenant hereby agrees that Tenant will notify Lender in writing, in accordance with Paragraph 7, Notices, above, of any default by Landlord under the terms of the Lease and Tenant shall not cancel or terminate, or acquiesce to the cancellation or termination of the Lease without giving Lender a reasonable period (not less than 30 days) after delivery of such notice to cure the default; Lender's rights and remedies under the Loan Agreement or any of the Loan Documents (as defined in the Loan Agreement) shall not be prejudiced by its exercise or failure to exercise the right to cure described above. Except for Landlord's defaults under Paragraph 3, TERM, of the Lease, relating to Landlord's failure to meet the Critical Completion Dates as set forth in Paragraph 41, LANDLORD'S IMPROVEMENTS, if Lender elects within such thirty (30) day period to foreclose on the Deed of Trust, such time period shall be extended so that Lender shall have a reasonable period within which to foreclose the Deed of Trust and shall have an additional thirty (30) days from the time Lender becomes owner of the Property through foreclosure within which to cure such default. If any default by Landlord is cured within the time periods described above, Tenant shall have no right to terminate the Lease by virtue of such default.

9. **Binding Effect:** This Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, and assigns.

10. **Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

11 **Reserved:**

12. **Attorneys' Fees and Costs:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its
own costs and attorneys’ fees. This paragraph shall not apply to those costs and attorneys’ fees directly arising from any third party legal action against a party hereto and payable under Lease Paragraph 17, "INDEMNIFICATION”.

13. **Venue:** The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

**Tenant:**

COMMISSION OF SAN BERNARDINO: __________________________________________

________________________________  ________________________________

By:_________________________________________   By:______________________________

Date:____________________________

Title:_____________________________

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

___________________, Clerk of the Commission

**Lender:**

__________________________________________

By:_________________________________________

Date:____________________________

Title:_____________________________

**Landlord:**

__________________________________________

By:_________________________________________

Date:____________________________

Title:_____________________________

Approved as to Legal Form: ________________________________

Date:____________________________
________________, COMMISSION Counsel
San Bernardino County, California

By:______________________________
   Deputy

Date:______________________________
AGENDA ITEM 8  
AUGUST 7, 2013

Subject
Prevent Child Abuse California AmeriCorps Service Contract 2013-14

Recommendations
Ratify action of the Executive Director in issuing letter of intent to participate in the First 5 Service Corps program for fiscal year 2013-2014 and authorize $80,200 funding match for four (4) AmeriCorps service member positions to provide school readiness services for fiscal year 2013-2014.
(Affected Districts: All)
(Presenter: Mary Alvarez, Staff Analyst II, 387-1508)

Background Information
For the past four years, First 5 San Bernardino has partnered with the Prevent Child Abuse California (PCA CA) AmeriCorps program by providing matching dollars to support positions providing school readiness efforts in preschools throughout San Bernardino County. AmeriCorps State and National is a service program that provides grants to a broad network of public and nonprofit organizations to provide assistance in recruiting, training and supervising AmeriCorps members to meet critical community service needs.

First 5 San Bernardino seeks to gain Commission approval to fund the match for Fiscal Year 2013-2014 and expand the current two (2) AmeriCorps positions at 1700 hours (full-time) to four (4) positions at 1700 hours to provide a year round program. Members will continue to have presence in multiple preschools throughout the county promoting school readiness. The requirement for matching the federal dollars for First 5 San Bernardino is $20,050 per full-time AmeriCorps member. This requested funding would be allocated from the Commission’s education focus area. A contract with Prevent Child Abuse California will be submitted to the Commission for approval at the September 4 Commission Meeting.

AmeriCorps members are used by ten other County First 5 Commissions who provide a local match to leverage a one-million dollar federal grant awarded to California. Aside from leveraging federal dollars, strengthening a service delivery system and model, and obtaining training and technical assistance, participation in the AmeriCorps program has enabled members to increase early literacy, language and school readiness skills by providing individualized, one-on-one and small group sessions for disadvantaged children ages 2-5 across California.

The Legal Applicant for the First 5 Service Corps (AmeriCorps) grant is the California Children and Families Foundation (CCAFF) which is the sister agency to the First 5 Association. Prevent Child Abuse California (PCA CA) provides intermediary services as outlined in a contract between PCA CA and CCAF, but provides no funding for member costs. The AmeriCorps member cost is $80,200 per year which includes Living Allowance, FICA, Workers Comp, Health Care, Background Checks, Payroll Processing, Data Collection Systems, Member Training Costs, Administrative Costs, Program Supplies and Education Award. The Federal contribution per year is $11,792 per member plus an additional $5,500 set aside for the Education Award available to the AmeriCorps member after successful completion of their tour of duty.

Since F5SB’s utilization of the AmeriCorps service members, the Commission has been able to support and provide between 20-35 hours of individualized service to over 275 children through several preschool venues throughout the county. As a result of this work, evaluation provides data that indicates a positive impact by the
members on their students in the domain areas of age-appropriate math competency, literacy conceptualization, social competence, effective learning, and physical and motor competence. Of the 275 children served, 93% increased at least one level across all seven domains of competency.

Candidates selected for service must have a high school diploma or GED, general knowledge of early childhood development, advocacy and outreach strengths and ability to be flexible in diverse ethnic, social and economic communities. An open recruitment is held and members are selected in a competitive interview process.

Pending Commission approval, the effective dates of the selected AmeriCorps member’s service will be from September 1, 2013 to August 31, 2014.

Financial Impact
$80,200 for Fiscal Year 2013-14.

Review
Regina Coleman, Commission Counsel

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<th>Report on Action as taken</th>
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<td>Action:</td>
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<td>Opposed:</td>
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<td>Abstained:</td>
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<td>Comments:</td>
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<tr>
<td>Witnessed:</td>
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</tbody>
</table>
June 28, 2013

Prevent Child Abuse California
4700 Roseville Road, Suite 102
North Highlands, CA 95660
Attn: Ian Hadley, First 5 Service Corps Project Manager

Re: Intent to participate in the First 5 Service Corps Program

Dear Ian,

This letter is to express our intent to participate in the First 5 Service Corps program during the 2013/14 program year with an anticipated start date of September 3, 2013, or later. First 5 San Bernardino intends to recruit/enroll the following number of AmeriCorps members:

- Four (4) 1700-hour AmeriCorps members

First 5 San Bernardino understands and agrees that the cash match contribution for this slot allocation is $80,200.00. First 5 San Bernardino further understands and agrees that it will be necessary to enter into contract with Prevent Child Abuse California, and that the contract will be submitted to First 5 San Bernardino in the immediate future. Once the contract has been executed, we agree to the invoicing schedule below:

<table>
<thead>
<tr>
<th>Corresponding Month(s)</th>
<th>Invoice to be Sent</th>
<th>Invoice due to PCA CA</th>
<th>Amount Due*</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Invoice</td>
<td>September, 2013</td>
<td>Last week of July, 2013</td>
<td>Net 30</td>
</tr>
<tr>
<td></td>
<td>October, 2013</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>November, 2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Invoice</td>
<td>December, 2013</td>
<td>Last week of October, 2013</td>
<td>Net 30</td>
</tr>
<tr>
<td></td>
<td>January, 2014</td>
<td></td>
<td></td>
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<td></td>
<td>February, 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Invoice</td>
<td>March, 2014</td>
<td>Last week of January, 2014</td>
<td>Net 30</td>
</tr>
<tr>
<td></td>
<td>April, 2014</td>
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<td></td>
<td>May, 2014</td>
<td></td>
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<tr>
<td>Fourth Invoice</td>
<td>June, 2014</td>
<td>Last week of April, 2014</td>
<td>Net 30</td>
</tr>
<tr>
<td></td>
<td>July, 2014</td>
<td></td>
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<tr>
<td><strong>Total:</strong></td>
<td></td>
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</table>

Sincerely,

Karen E. Scott
Executive Director

[Signature]

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY
330 NORTH D STREET, 5TH FLOOR SAN BERNARDINO, CALIFORNIA 92415-0442
909.386.7706 FAX 909.386.7703 WWW.FIRST5SANBERNARDINO.ORG
July 24th, 2013

First 5 San Bernardino
330 North D Street, 5th Floor
San Bernardino, CA 92415

To whom it may concern,

The California Children and Families Foundation has been awarded a continuation grant from the Corporation for National and Community Service to fund First 5 Service Corps for the 2013-14 program year.

At this time Prevent Child Abuse California (First 5 Service Corps Intermediary) intends to enter into contract with First 5 San Bernardino for the placement of:

- Four (4) 1700-hour First 5 Service Corps AmeriCorps members

First 5 San Bernardino’s cash match contribution for the four AmeriCorps members is $80,200.00.

Pre-contracting documents have been forwarded to First 5 San Bernardino. First 5 San Bernardino has completed all necessary pre-contracting forms and submitted all required documentation. The final contract will be delivered to First 5 San Bernardino in the immediate future.

If you have any questions, please do not hesitate to contact me at (916) 244-1975 or sbiegler@thecapcenter.org. We appreciate your partnership and look forward to another successful year.

Very truly yours,

Stephanie Biegler, Director
AGENDA ITEM 9
AUGUST 7, 2013

Subject
CARES Plus Contract EC026

Recommendations
Approve Contract EC026 with the San Bernardino County Child Care Planning Council (CCPC) under the umbrella of San Bernardino County Superintendent of Schools in the amount of $2,699,778 for fiscal year 2013-2016 to provide countywide services as identified in the First 5 California CARES Plus program guidelines and required 3:1 local cash match.
(Affected Districts: All)
(Presenter: Mary Alvarez, Staff Analyst II, 909-387-1508)

Background Information
On December 1, 2010 the Children and Families Commission approved Contract SI004 in the amount of $1,799,852 to provide the local county match for the First 5 California CARES Plus Request for Proposal (RFP) for fiscal years 2011/12 and 2012/13. The Commission also approved San Bernardino County Child Care Planning Council (CCPC), under the umbrella of San Bernardino County Superintendent of Schools, to serve as the lead agency for the San Bernardino County CARES Plus program.

CARES Plus is a statewide professional development program for early educators working with children ages 0 to 5. The program is designed to retain the childcare workforce, including teachers and caregivers working in licensed and licensed-exempt settings. Retention efforts include providing professional development incentives for existing and future education, specialized trainings on research-based resources for improved children’s outcomes and quality improvement. In addition to professional development and coaching, program elements included stipends to encourage teacher retention.

First 5 California reported in their latest annual report (FY11-12), more than 4,200 teachers in 34 counties participated in CARES Plus, effectively reaching more than 80,000 children. In a survey conducted by First 5 California, more than 80 percent of the teachers who responded reported that the CARES Plus program enhanced their professional development options; would enable them to stay in the field of early childhood education; and would have a positive impact on the children in their care.

The San Bernardino County CARES Plus Program has had a significant impact on our early educator participants, increasing their teacher effectiveness and improving the quality of their teacher-child interactions, which then provides greater outcomes and learning ability for the children of San Bernardino County.

During FY 2012-2013, CARES Plus staff worked with 410 local participants in San Bernardino County who earned CARES Plus stipends. These stipends helped finance tuition, books, supplies, etc. allowing 179 participants to continue their education, including working towards higher level child development permits, Associate and Bachelor degrees. Each participant in the CARES Plus program has completed more than 75 hours of professional growth development.

In addition, CARES provided specific professional growth training as needed to
qualified participants, who work with children between the ages of 0-5. Through the CARES Plus program, funding for training is maximized while increasing participant attendance.

First 5 California has offered a second cycle of funding for the CARES Plus program to continue through FY13-16 contract period. Based on that opportunity and the continued high-interest in participation the contract is brought forth to request Commission approval.

### Financial Impact

$2,699,778 for Fiscal Years 2013-16. This allocation is included in the long range financial plan/budget under the Education focus area.

### Review

Regina Coleman, Commission Counsel

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<th>Report on Action as taken</th>
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<td><strong>Action:</strong></td>
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<td><strong>In Favor:</strong></td>
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<td><strong>Opposed:</strong></td>
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<td><strong>Abstained:</strong></td>
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<td><strong>Comments:</strong></td>
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<tr>
<td><strong>Witnessed:</strong></td>
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</tbody>
</table>
**STANDARD CONTRACT**

**CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY**

### Standard Contract

**Commodity Code**: 95200  
**Contract Start Date**: August 8, 2013  
**Contract End Date**: June 30, 2016  
**Original Amount**: $2,699,778  
**Amendment Amount**:

<table>
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<tr>
<th>Fund</th>
<th>Dept</th>
<th>Organization</th>
<th>Appr</th>
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<td>RRC</td>
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<td>$899,926</td>
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**Abbreviated Use**

- CARES Plus Program
- Local Match

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<th>FY</th>
<th>Amount</th>
<th>I/D</th>
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<tr>
<td>15-16</td>
<td>899,926</td>
<td></td>
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</tbody>
</table>

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

Legal Name (hereinafter called the Contractor)

San Bernardino County Superintendent of Schools

Department/Division

Student Services

Address

601 N. E. Street,
San Bernardino, CA 92415-0020

Phone

909-386-9508

Federal ID No.

95-600091

**IT IS HEREBY AGREED AS FOLLOWS:**

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

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

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

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

<table>
<thead>
<tr>
<th>Auditor-Controller/Treasurer Tax Collector Use Only</th>
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<tbody>
<tr>
<td>☐ Contract Database  ☐ FAS</td>
</tr>
<tr>
<td>Input Date          Keyed By</td>
</tr>
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</table>
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XIII. CONCLUSION .......................................................................................................................... 22

PROGRAM WORK PLAN ........................................................................................................Attachment A
PROGRAM BUDGET ................................................................................................................Attachment B
PROGRAM REQUIREMENTS ....................................................................................................Attachment C
I. **DEFINITIONS**

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

**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.

**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.

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

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

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

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

**Case Management:** 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 not to exceed one (1) year in duration. Characterized by advocacy, communication, resource management, quality cost-effective interventions and outcomes, and linking the client with systems.

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

**Child Care Licensing:** Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

**Child Development Permit Matrix:** Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

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

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

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

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

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

**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.

**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.

**Life Skills Progression (LSP):** An outcome measurement instrument designed for use by programs serving low income parents of children aged 0-3 years, but it can extend to age 60 months. There are 43 parent and child scales which describe a spectrum of skills and abilities over six major categories of functioning. The LSP is used to collect outcomes data, to monitor client strengths and needs, to plan clinical interventions, and provide data for research purposes.

**Kindergarten Student Entrance Profile (KSEP):** A screening tool to measure the developmental readiness of each student upon entering kindergarten for the first time. It serves as a baseline assessment and provides data on student’s readiness as they enter kindergarten.

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

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.
**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

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

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

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

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

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

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

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

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

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

**Program Work Plan:** A plan that includes the Performance Targets of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.

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

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

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

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

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

**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.

**Special Needs:** Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.
**Staff Development/Training:** Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

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

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

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

**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.

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**II. CONTRACTOR’S SERVICE RESPONSIBILITIES**

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2013-2014 and Program Requirements, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended for Fiscal Year 2014-2015 and Fiscal Year 2015-2016 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 on the Commission website at www.first5sanbernardino.org.

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 II.
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 years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five 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 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 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 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 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 business days.

L. Grievance Policy

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

M. Governing Board

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

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

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

O. Child Abuse Reporting

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

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

P. Department of Justice Clearance

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

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

Q. Conditions of Employment

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

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor’s particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least 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 “dropout” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

X. Attorney’s Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract 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.

Z. 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.

AA. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

BB. 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.
CC. 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. Program Reports are due the last day of the month following the end of the program 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 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 30 days prior to the normal conclusion of a contract. If a contract is terminated early under any fiscal provision or due to correction of performance deficiencies, contractor shall submit the Closing Asset report within 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.

DD. 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.).
EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to 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 15 days of the Contract approval date.
V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $2,699,778 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 2013-14: $899,926, July 1, 2013 through June 30, 2014
- Fiscal Year 2015-16: $899,926, July 1, 2015 through June 30, 2016

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.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 15% of the Contract payment amount for Fiscal Year 2013-2014 only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports.

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 30 days in advance of travel date and travel must be approved in advance by the Program Manager.
E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

I. Procurement

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

J. Fixed Assets

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

Any item with a single unit cost of $500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.
Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

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

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

VIII. TERM

A. This Contract is effective commencing August 8, 2013 and expires June 30, 2016, 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.

IX. GENERAL PROVISIONS

A. Notices

When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.
Contractor:  San Bernardino County Superintendent of Schools  
601 North E Street  
San Bernardino, CA  92415-0020

Commission:  First 5 San Bernardino  
330 North D Street, 5th Floor  
San Bernardino, CA  92415-0442

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

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

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

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

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

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

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

X.  EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with: the provisions of the County of San Bernardino Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000); the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, County and Commission laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status,
age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Commission.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the Commission within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the Commission will supply a sample of the Plan format. The Contractor will be monitored by the Commission for compliance with provisions of its Civil Rights Plan.

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

A. This Contract, consisting of 22 pages and Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C 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

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS

Legal Entity

Linda Haugan
Printed Name
Commission Chair
Title

Theodore Alejandre
Printed Name
Assistant Superintendent
Business Services Division
Title

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for Signature

Cindy Faulkner
Operations Manager
Date

Regina Coleman
Commission Counsel
Date

Karen E. Scott
Executive Director
Date
<table>
<thead>
<tr>
<th>Commission Level Outcome</th>
<th>Performance Objective</th>
<th>Service Activities</th>
<th>Expected Outcomes</th>
<th>Verification Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Children are ready to enter and succeed in school</td>
<td>Increase the effectiveness of early educators</td>
<td>Teachers will become competent in the Teachstone Classroom assessment Scoring System (CLASS) tool.</td>
<td>125 participants will complete the Teachstone Classroom Assessment Scoring System (CLASS) online training.</td>
<td>Quarterly Narrative Reports*</td>
</tr>
<tr>
<td>Children are ready to enter and succeed in school</td>
<td>Improve outcomes for young children</td>
<td>Each participant will be required to complete one Professional Development Reflection form for each activity up to the required 6 units of college classes or 21 hours of CDE sponsored trainings. Participants will link the lessons learned from either attending college classes or trainings to their two chosen Dimensions with the CLASS tool and explain: how they will implement them in the classroom; how the action will improve outcomes for children, estimate how much time they will need to see improvement, how they will know they have achieved improvement, what challenges they faced and what they plan to do in the future to continue success. Participants will meet with their Advisor and discuss any questions and/or ideas to improve the overall effective teacher-child interaction outcomes.</td>
<td>125 participants will submit one Professional Development Reflection form for each activity.</td>
<td>Quarterly Narrative Reports*</td>
</tr>
<tr>
<td>Commission Level Outcome</td>
<td>Performance Objective</td>
<td>Service Activities</td>
<td>Expected Outcomes</td>
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<tr>
<td>--------------------------</td>
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</tr>
<tr>
<td>Children are ready to enter and succeed in school</td>
<td>Increase the total number of and access to quality trainings for 0-5 services providers on smoking cessation and related smoking illnesses</td>
<td>All SBCCP participants will be required to take the “Kids and Smoke Don't Mix” on-line training their first year of participation. We will also provide and encourage all participants to order “free” materials in 6 different languages from the CA Smokers’ Helpline. SBCCPP will include the San Bernardino County Local Listing for Tobacco Cessation and Education Resources packet for every attendee at the local SBCCPP orientation.</td>
<td>125 participants will complete the “Kids and Smoke don’t mix” training.</td>
<td>Quarterly Narrative Reports*</td>
</tr>
<tr>
<td>Children are ready to enter and succeed in school</td>
<td>Increase the quality of teacher-child interactions</td>
<td>Using the CLASS tool, participants have the opportunity to watch 20 hours of exemplary sample videos with a spotlight on how teachers successfully support and interact with children to deepen their understanding of concepts and to promote logical thinking skills. Randomly selected participants will be required to video tape their child-teacher interaction in their classroom and will receive quantifying feedback from a Reliable Teachstone Observer.</td>
<td>125 participants will participate in the teacher-student interaction activities through the use of CLASS videos.</td>
<td>Quarterly Narrative Reports*</td>
</tr>
<tr>
<td>Commission Level Outcome</td>
<td>Performance Objective</td>
<td>Service Activities</td>
<td>Expected Outcomes</td>
<td>Verification Method</td>
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<tr>
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<tr>
<td>Children are ready to enter and succeed in school</td>
<td>Increase retention of early educators in programs and in the field through wages and/or incentives for early educators</td>
<td>The local CARES Plus Program will continue to provide incentives/stipends, training, and higher education accessibility. This will support participants obtaining a permit or upgrading their current permit and potentially receiving a higher educational degree, which may ultimately lead to a potential wage increase and higher retention rates of teachers</td>
<td>75 participants will succeed in obtaining or upgrading their current permit or receiving a higher educational degree.</td>
<td>Quarterly Narrative Reports*</td>
</tr>
</tbody>
</table>

Fiscal Year: 2013-2014

*Reporting requirements entered in Persimmony

Agency Signature: ______________________
# CARES Plus Round 2
## Program Operation Budget FY 2013-14
### July 1, 2013 - June 30, 2014

**Applicant County**: San Bernardino  
**Name of Lead Agency**: San Bernardino County Superintendent of Schools  
**Address 1**: 601 North E Street  
**City, State ZIP Code**: San Bernardino, CA 92415-0020

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>A State Reimbursable Amount</th>
<th>B Local Funds</th>
<th>C Total Budget</th>
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<tr>
<td>Personnel</td>
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<tr>
<td>Staff Benefits</td>
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<td>$86,494</td>
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<tr>
<td>Stipends</td>
<td>$272,696</td>
<td>$451,746</td>
<td>$724,442</td>
</tr>
<tr>
<td>Support Services</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Evaluation</td>
<td>$500</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td>Direct Costs Total</td>
<td>$272,696</td>
<td>$809,933</td>
<td>$1,082,629</td>
</tr>
<tr>
<td>Administrative Costs 10%</td>
<td>$27,270</td>
<td>$89,993</td>
<td>$117,263</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$299,966</td>
<td>$899,926</td>
<td>$1,199,892</td>
</tr>
</tbody>
</table>

**State Reimbursable Amount for FY 2013-14**: $299,966

I, the official named below, hereby request funding from First 5 California in accordance with the CARES Plus RFA in the amount represented in this budget. I certify that all the information represented in this budget form is true and correct to the best of my knowledge and that the proposed budget expenditures will be made in accordance with the RFA and the Lead Agency's approved application during the specified period of program authority. I also certify that the Lead Agency will fully participate in the required CARES evaluation and data collection process administered by First 5 California and/or its designee.

**Lead Agency Executive**  
**Director or Authorized Designee**  
**Signature**  
**Date**

**First 5 California Use Only**  
**Reviewed by ASD** □ Complete  
**PMD Signature**  
**Date**
## CARES Plus Round 2
### Program Operation Budget FY 2014-15
**July 1, 2014 - June 30, 2015**

<table>
<thead>
<tr>
<th>Applicant County</th>
<th>San Bernardino</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Lead Agency</td>
<td>San Bernardino County Superintendent of Schools</td>
</tr>
<tr>
<td>Address 1</td>
<td>601 North E Street</td>
</tr>
<tr>
<td>Address 2</td>
<td></td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>San Bernardino, CA 92415-0020</td>
</tr>
</tbody>
</table>

### Budget Detail

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State Reimbursable Amount</th>
<th>Local Funds</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$196,848</td>
<td>$196,848</td>
<td>$196,848</td>
</tr>
<tr>
<td>Staff Benefits</td>
<td>$82,477</td>
<td>$82,477</td>
<td>$82,477</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>$78,362</td>
<td>$78,362</td>
<td>$78,362</td>
</tr>
<tr>
<td>Stipends</td>
<td>$272,696</td>
<td>$451,746</td>
<td>$724,442</td>
</tr>
<tr>
<td>Support Services</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Evaluation</td>
<td>$272,696</td>
<td>$809,933</td>
<td>$1,082,629</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>10% $27,270</td>
<td>$89,993</td>
<td>$117,263</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$299,966</td>
<td>$899,926</td>
<td>$1,199,892</td>
</tr>
</tbody>
</table>

### State Reimbursable Amount for FY 2014-15

$299,966

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Lead Agency Executive  
Director or Authorized Designee

_________________________  _______________________
Signature  Date

First 5 California Use Only

Reviewed by ASD  □ Complete

PMD Signature  Date
CARES Plus Round 2
Program Operation Budget FY 2015-16
July 1, 2015 - June 30, 2016

<table>
<thead>
<tr>
<th>Applicant County</th>
<th>San Bernardino</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Lead Agency</td>
<td>San Bernardino County Superintendent of Schools</td>
</tr>
<tr>
<td>Address 1</td>
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</tr>
<tr>
<td>Address 2</td>
<td></td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>San Bernardino, CA 92415-0020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State Reimbursable Amount</th>
<th>Local Funds</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$ 199,188</td>
<td>$ 199,188</td>
<td></td>
</tr>
<tr>
<td>Staff Benefits</td>
<td>$ 87,790</td>
<td>$ 87,790</td>
<td></td>
</tr>
<tr>
<td>Operating Costs (i.e., Materials, Supplies, Printing, Meeting Space/AV, I/T Support, Equipment)</td>
<td>$ 70,709</td>
<td>$ 70,709</td>
<td></td>
</tr>
<tr>
<td>Stipends</td>
<td>$ 272,696</td>
<td>$ 451,746</td>
<td>$ 724,442</td>
</tr>
<tr>
<td>Support Services</td>
<td>$</td>
<td>$</td>
<td>$ -</td>
</tr>
<tr>
<td>Evaluation</td>
<td>$ 500</td>
<td>$ 500</td>
<td>$ 500</td>
</tr>
<tr>
<td>Direct Costs Total</td>
<td>$ 272,696</td>
<td>$ 809,933</td>
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</tr>
<tr>
<td>Administrative Costs</td>
<td>10% $ 27,270</td>
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State Reimbursable Amount for FY 2015-16 $ 299,966

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Lead Agency Executive
Director or Authorized Designee

Signature
Date

First 5 California Use Only

Reviewed by ASD

PMD Signature
Date
The San Bernardino County Child Care Planning Council (CCPC), under the umbrella of San Bernardino County Superintendent of Schools (SBCSS), will serve as the lead agency for the San Bernardino County CARES Plus Program (SBCCPP).

The SBCCPP is a professional development program targeting early educators working with children ages 0 to 5. Program objectives are to:

- Increase the effectiveness by improving quality of teacher-child interactions.
- Help teachers develop professionally through:
  - Coursework in Early Childhood Education
  - Degree or permit attainment, renewal or upgrade.
- Increase the qualifications of a culturally and linguistically diverse workforce in San Bernardino County
- Increase retention of early educators in programs and in the field
- Increase wages and/or incentives for early educators in San Bernardino County
- Increase the quality of early learning programs and the number of passing scores or higher scoring programs on a Quality Rating and Improvement System (QRIS)
- Increase alignment with California Department of Education (CDE) research-based resources and guidelines
- Improve outcomes for young children
- Decrease the number of children ages 0 to 5 exposed to secondhand smoke
- Increase awareness for service providers working with children 0 to 5, on smoking cessation and related smoking illnesses

The local design will build on the success of the current CARES Plus program and continue the successful partnership with the CDE’s AB 212 Program. In the first year of CARES Plus nearly 306 child development professionals in San Bernardino County received stipends for continuing their education or earning professional growth hours supporting San Bernardino County’s ultimate goal which continues to be; to improve children’s learning and developmental outcomes through improved teacher-child interactions. San Bernardino County CARES Plus has offered over 25 professional growth training opportunities in year one (11-12). In the first year, participants participated in 2,208 hours of professional growth trainings and earned 1,496 college units. In year two (12-13) information for both Component A & B total amount is not conclusive at this time, but we are confident that the above numbers have increased dramatically. In round 2 of the CARES Plus program, San Bernardino County will continue with and enhance the CARES Plus program by integrating the AB 212 program participants; building on the current organizational infrastructure and positive momentum already created in both programs. We anticipate a total of well over six-hundred CARES Plus participants for Round 2 participating in Components A, B and C.

The local SBCCPP will continue to provide incentives/stipends, training, and higher education accessibility that will support participants by increasing their teacher effectiveness and qualification in early childhood education and improving child outcomes. The program will prepare participants at the local level for a QRIS.

The design of the program will be unique to San Bernardino county and will be based on the Core set of required elements for all participants as well as Components A, B, and C.
### State and Local Objectives:

<table>
<thead>
<tr>
<th>First 5 California program objectives</th>
<th>List local CARES Plus program objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Increase the effectiveness of early educators</td>
<td>Participants will use the Teachstone Classroom Assessment Scoring System (CLASS) tool that focuses on the effectiveness of classroom interactions among teachers and children. By completing the CLASS online trainings and then practicing by implementing what they have learned will support daily interactions that promote children’s social and cognitive development. Thus children thrive when teachers increase their effectiveness by creating nurturing, well-managed settings and provide frequent and engaging opportunities to learn.</td>
</tr>
<tr>
<td>2. Increase the quality of teacher-child interactions</td>
<td>Participants are offered the opportunity to increase their knowledge about quality teacher-child interactions by various modalities: CLASS library videos, Advisor-Participant discussions, group discussions at work and/or in training classes. The CLASS tool has specific dimensions and each focuses on a different aspect of quality teacher-child interactions. Participants have the opportunity to watch 20 hours of exemplary sample videos with a spotlight on how teachers successfully support and interact with children to deepen their understanding of concepts and to promote logical thinking skills. Randomly selected participants will be required to video tape their child-teacher interaction in their classroom and will receive quantifying feedback from a Reliable Teachstone Observer.</td>
</tr>
<tr>
<td>3. Increase retention of early educators in programs and in the field</td>
<td>By increasing and incentivizing participants’ personal growth through education and/or trainings will empower them with a sense of commitment, connection and self-assuredness. SBCCPP supports teachers having “tools” at their reach, and invites them to continue to attend trainings/college classes where they have a safe place to ask specific questions to increase their knowledge. More college units may lead to their first Child Development Permit, an upgrade or renewal, as well as a degree. When teachers gain experience, they feel empowered, and have a sense of team-work with co-workers, children and families; they feel valued with their abilities and are typically comfortable with their decision to remain in a job they feel successful at, which in-turn supports the retention of early childhood staff.</td>
</tr>
<tr>
<td>4. Increase wages and/or incentives for early educators</td>
<td>The local CARES Plus Program will continue to provide incentives/stipends, training, and higher education accessibility. This will support participants obtaining a permit or upgrading their current permit and potentially receiving a higher educational degree, which may ultimately lead to a potential wage increase.</td>
</tr>
</tbody>
</table>
5. Improve outcome for young children

| Each participant will be required to complete one Professional Development Reflection form for each activity up to the required 6 units of college classes or 21 hours of CDE sponsored trainings. Participants will link the lessons learned from either attending college classes or trainings to their two chosen Dimensions with the CLASS tool and explain: how they will implement them in the classroom; how the action will improve outcomes for children, estimate how much time they will need to see improvement, how they will know they have achieved improvement, what challenges they faced and what they plan to do in the future to continue success. Participants will meet with their Advisor and discuss any questions and/or ideas to improve the overall effective teacher-child interaction outcomes. |

6. Increase the total number of and access to quality trainings for 0-5 services providers on smoking cessation and related smoking illnesses

| All SBCCP participants will be required to take the “Kids and Smoke Don’t Mix” on-line training their first year of participation. We will also provide and encourage all participants to order “free” materials in 6 different languages from the CA Smokers’ Helpline. SBCCPP will include the San Bernardino County Local Listing for Tobacco Cessation and Education Resources packet for every attendee at the local SBCCPP orientation. This list includes 18 different agencies and includes: phone, address, time, contact name and price according to member/non-membership. |

Explain any differences in state vs. local objectives

- SBCCPP Administration is planning to visit and observe randomly selected Pre-K and Infant/Toddler classrooms.
- San Bernardino County Child Care Planning Council has voted to mainstream AB212 with the CARES Plus Program.

### Local CARES Plus Program Design:

Each Lead Agency must offer the CORE Component plus one or more of Components A, B, C or D. Complete the following charts as applicable. These numbers may be estimates for planning purposes.

1. CORE Requirements: All Lead Agencies must complete CORE Requirements. CORE Requirements must be completed by all first-year participants in CARES Plus (see Section V(B) for rules for infant teachers).

<table>
<thead>
<tr>
<th>Total number of participants budgeted</th>
<th>If local program requirements exceed those listed in the RFA, please explain.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum of 350 over the three year contract.</td>
<td>We will require selection of an additional component during the application process. If however a participant falls short of their Component goal, and completes the CORE only we will pay the CORE only stipend. This minimum number of participants includes the merging the AB212 “new” participants that will need the CORE.</td>
</tr>
</tbody>
</table>
2. Component A: Does your local design include Component A? Yes √ No __

<table>
<thead>
<tr>
<th>Total number of participants budgeted</th>
<th>If local program requirements exceed those listed in the RFA, please explain.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approx. 270 per year</td>
<td>San Bernardino County does not require participants to exceed the Component A requirements.</td>
</tr>
</tbody>
</table>

3. Component B: Does your local design include Component B? Yes √ No __

<table>
<thead>
<tr>
<th>Total number working towards an AA degree:</th>
<th>If local program requirements exceed those listed in the RFA, please explain:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approx. 250</td>
<td>San Bernardino County CARES Plus will provide a stipend bonus if participant earns a higher permit within the Child Development permit matrix or an AA degree in Child Development or related field.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total number working towards a BA degree:</th>
<th>If local program requirements exceed those listed in the RFA, please explain:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approx. 260</td>
<td>San Bernardino County CARES Plus will provide a stipend bonus if participant earns a higher permit within the Child Development Permit Matrix or a BA degree in child development or related field.</td>
</tr>
</tbody>
</table>

4. Component C: Does your local design include Component C? Yes √ No __

<table>
<thead>
<tr>
<th>Total number of advisors budgeted:</th>
<th>Ratio participant to advisor:</th>
<th>Stipend structure (select one):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approx. 100</td>
<td>No more than 8:1</td>
<td>1. Per participant</td>
</tr>
</tbody>
</table>

If local program requirements exceed those listed in the RFA, please explain:

- Our local program requirements do not exceed those listed in the RFA.

Describe the local training you provide for Component C Advisors.

1. Child Development Permit Matrix
2. Local College Degree Requirements for ECE
3. Successful Communication Strategies, networking opportunities, etc.
4. Following and Understanding First Five Cares Plus Requirements
5. Mentoring and advising responsibilities and follow-through
6. After Advisors attend the three mandatory/required Advisor meetings, we will give a stipend for any additional trainings.

5. Does your local design include Component D? Yes __ No √
ATTACHMENT C

Form R.5

Application and Selection Process for CARES Plus Participants:

1. Local Participant Application format – select all that apply.
   - Note: Use of a locally designed paper and/or online application requires advanced written approval of First 5 California. All First 5 California forms requiring a signature by a participant may not be substituted.

<table>
<thead>
<tr>
<th>Using First 5 CA participant Application</th>
<th>Using Local Application (please attach a copy)</th>
<th>Paper Application</th>
<th>Online Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>√</td>
<td></td>
<td>√</td>
<td>√</td>
</tr>
</tbody>
</table>

2. Do you provide an application in any language other than English?
   - Yes √ No ___

3. Other language(s): Spanish

4. Do you have any other professional development programs in your county?
   - Yes √ No ___

If yes, please briefly describe: AB212, which we are hoping to blend into the San Bernardino County CARES Plus Program.

Select the type of worksite(s) that best describe where your CARES Plus participants are employed. Select as many as appropriate.

1. State preschools √
2. Migrant Education N/A
3. Family Child Care √
4. Infant Toddler Program √
5. Head Start Program √
6. Private for Profit Programs √
7. General Child Care Programs √
8. Other: ____________________ N/A

Recruitment and Outreach Effort: In responding to the following statements, please indicate if there are any changes to your program that are different from the responses in your latest approved program plan for Round 1 (FY2010-2013) of the CARES Plus Program.

<table>
<thead>
<tr>
<th>Describe your outreach and recruitment activities</th>
<th>Yes</th>
<th>No</th>
<th>Describe Changes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>√</td>
<td></td>
<td></td>
<td>No change from Round 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Describe your priority selection process for your target population</th>
<th>Yes</th>
<th>No</th>
<th>Describe Changes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>√</td>
<td></td>
<td></td>
<td>On page 3 of the original, Round 1 application we need to remove the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• KidsNCare Website no longer exists and the SB County CARES Plus Program information will be relocated to the SBCSS website under “Student Services”.</td>
</tr>
</tbody>
</table>
**Child Care Food Program Trainings** – no longer exists in San Bernardino County.

<table>
<thead>
<tr>
<th>Selection Criteria for Participants</th>
<th>Yes</th>
<th>No</th>
<th>Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe your selection criteria for participants</td>
<td></td>
<td></td>
<td>No change from Round 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Timeline for Applications</th>
<th>Yes</th>
<th>No</th>
<th>Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe your timeline for applications</td>
<td></td>
<td></td>
<td>No change from Round 1</td>
</tr>
</tbody>
</table>

### Assurance for Priority Zones and Principles of Equity

<table>
<thead>
<tr>
<th>Assurance Item</th>
<th>Yes</th>
<th>No</th>
<th>Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe the process for identifying Priority Zones and list the Zip Code(s) in the zone</td>
<td>Yes</td>
<td></td>
<td>No change from Round 1, original application, page 6 – 10.</td>
</tr>
<tr>
<td>List the schools in those Zip Codes with API Scores of 1-3</td>
<td>Yes</td>
<td></td>
<td>No change from Round 1, original application, page 6 - 7.</td>
</tr>
<tr>
<td>Do you include schools in your priority zone with API scores of 4-5? If yes, please explain.</td>
<td>Yes</td>
<td></td>
<td>No change from Round 1 original application, page 6 - 7.</td>
</tr>
<tr>
<td>Do areas served include areas with Low Supply of Child Care program? Yes or No, explain.</td>
<td>Yes</td>
<td></td>
<td>No change from Round 1 original application, page 7 - 10.</td>
</tr>
</tbody>
</table>

**Identify Priority Populations served**

1. **√** Infant Toddler Programs
2. **N/A** Migrant Programs
3. **√** Teen Parent
4. **√** Special Needs
5. **√** Tribal Programs
6. **√** Family Child Care
7. **√** Non-Traditional Child Care Program (licensed exempt) First 5 teaching staff.
8. **N/A** Other ________________________________
Describe how your county participates in AB 212. Describe how you recruit AB212 participants. Do AB 212 participants follow all CARES Plus Component requirements including the CORE Requirements?

- All AB212 participants are expected (not mandated) to participate in the Round 2 CARES Plus Program (July 1, 2013 – June 30, 2016). Most AB212 agency Directors and/or Supervisors attend the SBC Local Planning Council meetings and a reminder will be announced at the pre-planned Council meetings on May 8 and June 12, 2013. A recruitment flyer will also be sent to all AB212 agency Directors and/or Site Supervisors and forwarded to each AB212 site.
- We currently have AB212 eligible participants in the CARES Plus Round 1 program, and we are hopeful they will continue for Round 2. With this in mind, participants sharing CARES Plus information with co-workers has also been a great way to recruit. All new AB212 participants will follow all CARES Plus Component Requirements to include the CORE Requirements.
- CARES Plus informational web page is currently in the development stage and will be available on the San Bernardino County Superintendent of School web site before July 1, 2013. All forms, advisor lists, Orientation Power Point presentation, calendar of trainings, forms and CA Smokers’ Helpline etc., will be accessed at this web site.

Define your process for assigning participants to AB 212 or CARES Plus and how you determine the stipend source.

- AB212 participants must work at a facility that is funded by CDE, Title 5, this process will not change.
- CARES Plus participants must be working with children ages 0-5, 9 of the last 12 months in San Bernardino County and making less than $60,000.00 per year.
- The stipend will be determined by the work facility of each participant and the specific classroom funding source.
- Because AB212 and CARES Plus are under the umbrella of SBCSS, LCCPC, we have all participants listed on the same spreadsheet with the same requirements due, however to determine the earned stipend source we will create columns to denote qualifying stipend source AB212 or CARES Plus respectively.

Participant Eligibility Requirements

Participants must meet eligibility as defined in the RFA, Section V and in the Participant Application and Certification (Form P.1). Please list any additional local requirements for participation such as selection criterion, eligibility, priorities, etc.

No additional local requirements.

Local Support Services

Check the support services that you offer:

✔️ Application assistance to early educators who are potential CARES Plus Program Applicants

✔️ ESL and linked classes (English as a Second Language with Child Development)
Classes and materials, including curriculum and texts, in languages other than English

English courses with use of a translator

- Assistance in applying for a child development permit
- Assistance to move forward on the Child Development Permit Matrix
- Assistance in obtaining courses needed for a permit
- Higher education work that addresses curriculum alignment
- Assistance in development and implementation of new priority coursework
- Offer coaching/mentoring programs

Other, please specify:

Offer multilingual educational and career supports (check those that apply)
- Provide tutoring or access to tutoring
- Provide homework assistance
- Provide career advisor/counseling
- Provide an academic/course advisor
- Provide links to financial aid and scholarships

CARES Plus Advising: (For counties not offering Component C)

Check how you will provide CARES Plus Advising:
1. N/A hire local LEA program staff
2. N/A LEA will sub-contract these services
3. N/A pay for positions(s) housed at a college, local education agency or a Resource and Referral Agency.

Describe who will be providing these services:
Local SBC CARES Plus participants that apply and qualify for Component C will be providing Advisor services. All advisors will be trained in both Teachstone LIVE (6hr.) Toddler and Preschool CLASS, attend a local Cares Plus orientation, complete the Teachstone on-line CORE trainings, and attend least 3 required Advisors update meetings through-out each fiscal year.

Describe how you will ensure sufficient advisors to meet participant needs:
San Bdno. County has ample interest and participation with Component C. We keep an ongoing updated “wait list” for potential new Advisors, which may also include current A or B participants that are interested. We plan to align LIVE Teachstone trainings in the summer months, so that “off-track” Advisors can plan to attend, and/or the Advisors who are working can request a day off to attend.

List the training and support offered to the advisors:
- Participant forms; completed correctly and intentionally for each participant’s need and/or learned outcome.
- CD Permit Matrix
- Local college degree requirements for ECE 8 CORE CAP classes, not working on BA degree.
- Mentor, successful communication strategies
- Following and understanding First 5 CARES Plus requirements

Describe the tools advisors use to support participants professional growth activities:
All Advisors come to us with unique and various mentoring abilities, which include but are not limited to:
- Permit Matrix information: obtaining, renewing & upgrading
- Compare 8 CORE CAP college class descriptions at each participant’s college web site for anyone working on their AA ECE degree.
- Computer Assistance – Teachstone on-line access, and registering for Comp. A trainings via a specific registration site (OMS)
- Email reminders about CDE sponsored professional growth trainings
- Access to donated or purchased resource books through the San Bernardino County CARES Plus program: curriculum ideas, Frameworks & Foundations, ECERS, ITERS, FCCERS, etc. for check-out as needed for all participants.

Professional Growth Plans for Participants and Access to a CARES Plus Advisor

1. Are you using the CTC Professional Growth Plan for Child Development Permits
   Yes ___ No __√__ if not, attach copy of your plan

2. Describe the strategies to be used to comply with the biannual advising sessions for participants:

   A requirement that supports the goal of biannual advising is a “Communication Log”; this form, with dates, times and a short summary about each communication will reflect either: face-to-face, phone, email or text. Each Advisor will complete one form for each participant and every participant will complete their own form and then both forms; one from Advisor and one from the participant must be included in each participant’s final packet submitted for their stipend.

Integrating Newly Acquired Knowledge into Classroom Practice

Describe how you will assist CARES Plus participants to integrate the newly acquired knowledge into their daily practice:

- We require a “Reflection” form completed for each college class and/or training. The Reflection form will be completed by participants according to intentional focused prompts on the form itself, to include a Part 1, questions with attention to: what and how. Part 2, will focus on participants level of success, challenges they faced and what do they plan to do in the future? Our goal is to find out what participants learned at/during the college class or training and how they will apply the Teachstone Behavior Marker(s) to create a lesson (if applicable include DRDP measure) and then integrate activities in their classroom.
- We are also planning to incorporate “local observations” for randomly selected participants.
Increased access to Tobacco Training

1. Describe how you will assist CARES Plus participants to share knowledge and resources with parent and staff.

- We are giving all CARES Plus participants an order form for “free” California Smokers’ Helpline Promotional materials at orientation. This information is offered in six different languages and also available via website which will be listed on the SBCSS, CARES Plus web site.
- San Bernardino County also has three pages of “Local Listing for Tobacco Cessation and Education Resources” participants will be given this at the Orientation and listed as a resource link on the CARES Plus website. This information can be distributed according to parental need.

Assist in the Distribution and Collection of Equipment and materials

1. Describe how you will assist First 5 California to distribute and collect equipment and materials

Typically in the past participants drive to our centralized office to pick up and sign for access cards, cameras, etc., and/or:
- For outlying community participants and a back-up plan, we have a few options:
  1) Give items to Directors at the Local Planning Council meeting or
  2) Take items to a pre-designated professional growth training location or
  3) At Advisor meeting, give Advisor’s items to distribute to their participant(s) or
  4) We take item directly to participant, typically at their work location.

State and Local evaluation efforts, describe your local objectives and outcomes.
Please describe any changes from Round 1 of the CARES Plus Program. If there are no changes, please mark “No”.

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Local Objectives:

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Outcomes:

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Please identify your local evaluator:
San Bernardino First 5
330 North “D” Street, San Bernardino, CA 92415-0442
909-387-1508
malvarez@fcf.sbcounty.gov

Describe how you will comply with the state data and evaluation requirements:
SBCSS uses the current PROOF data system and we are elated about the information we are able to pull as needed for justification/verification to monitor and support reports and/or documentation for San Bernardino County First 5 data as well as our own inquiries.
We look forward to using the new state data system for storing, comparing, following, retrieving participant’s information and following through with evaluation requirements in the following CARES Plus Round 2 fiscal years 2013 through 2016.

Describe your efforts to comply with supporting the state random sample process:
All cameras are sent to each participant’s home address by First 5 CA. We follow through with any emails forwarded by Maria Guzman, CARES Plus Pilot Project Coordinator as requested and resolve any issues.