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Agenda: Children and Families Commission 01-2015

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

Meeting date, time, and place January 7, 2015 - 3:30 p.m.
First 5 San Bernardino
Commission Conference Center

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

SPECIAL PRESENTATION **CARES PLUS Updates, Highlights and Successes**
David Berry, San Bernardino County Superintendent of Schools, Coordinating Principal
Kathie Resendez, Early Learning and Development Specialist
Sol Baeza, Program Participant

Conflict of Interest Disclosure Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.
A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Report Advisory Committee Report by Margaret Hill, Chair

Report Executive Director's Report by Karen E. Scott

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.

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408.

Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.

Agenda: Children and Families Commission 01-2015

January 7, 2015

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Item No.	CONSENT ITEM
1	Approve minutes of October 27, 2014 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION ITEM
2	Election of Commission Chair and Vice-Chair (Presenter: Karen E. Scott, Executive Director, 252-4252)
3	Approve CFC SB Policy 15-01 to allow First 5 San Bernardino to accept gifts and donations. (Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)
4	Approve acceptance of \$500.00 monetary donation from California Wellness Foundation. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
5	Approve Contract IC026 in the amount of \$31,900 with Matrix Outcomes Model LLC for access to the Family Development Matrix (FDM) a complementary assessment, case management and evaluation tool to be used by agencies awarded contracts under the Family and Community Support Partnerships (FCSP) initiative. (Presenter: William Kariuki, Staff Analyst II, 252-4260)
6	Approve contract with San Bernardino County Preschool Services Department (PSD) in the amount of \$88,000 in support of the EHS-CCP for Fiscal Year 2014/15. (Presenter: Karen E. Scott, Executive Director, 252-4252)
7	Authorize Commission staff to negotiate a contract with Loma Linda University Research Affairs in support of the startup of the Autism Assessment Center of Excellence (AAACE) in the Inland Empire in an amount not to exceed \$300,000 for Fiscal Year 2014/15. (Presenter: Karen E. Scott, Executive Director, 252-4252)
8	Authorize Commission staff to negotiate a contract with Housing Authority of the County of San Bernardino (HACSB) in support of their No Child Left Unsheltered initiative, in an amount not to exceed \$50,000 for Fiscal Year 2014/15. (Presenter: Karen E. Scott, Executive Director, 252-4252)

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

Commissioner Roundtable Open to comments by the Commissioners

Next Meeting February 4, 2015
First 5 San Bernardino
Commission Conference Center

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408.

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: January 7, 2015**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	
2	N/A	N/A	N/A	
3	N/A	N/A	N/A	
4	N/A	N/A	N/A	
5	Matrix Outcomes Model LLC	Jerry Endres Owner/Project Director	N/A	
6	County of San Bernardino Preschool Services Department	Diana Alexander, Director, Preschool Service Department	N/A	Haugan
7	Loma Linda University Research Affairs	Anthony Zuccarelli, Ph.D President	N/A	
8	Housing Authority of the County of San Bernardino	Daniel Nackerman, Executive Director	N/A	



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Minutes: Children and Families Commission Meeting

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

Meeting Date, Time and Location October 27, 2014
3:30 p.m.
Vice-Chair Ohikhuare called the meeting to order at 3:36 p.m.

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

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

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

Attendees **Commissioners Present**

- Margaret Hill
- Maxwell Ohikhuare, M.D.
- James Ramos
- Elliot Weinstein, M.D.

Staff Present

- Karen E. Scott, Executive Director
 - Cindy Faulkner, Operations Manager
 - Ann M. Calkins, Executive Assistant
 - Debora Dickerson-Sims, Administrative Supervisor II
 - Staci Scranton, Supervising Office Assistant
 - Mary Jaquish, Supervisor
 - Ruth Ann Martinez, Staff Analyst II
 - Bobbi Albano, Staff Analyst II
 - Mary Alvarez, Staff Analyst II
 - William Kariuki, Staff Analyst II
 - Chrystina Smith-Rasshan, Staff Analyst II
 - Ronnie Thomas, Staff Analyst II
 - Leslie Fountain, Media Specialist II
-

Report –
Karen E. Scott
Executive
Director

Thank You

To Commissioner Weinstein for joining me at the State Commission meeting on Thursday, October 23rd. Dr. Weinstein was very engaged and provided some great ideas to the State Department of Health Services and the First 5 CA State Commission.

Save the Date

First 5 “**Commissioners Pre-Conference**” on February 10, 2015.

With participation from nearly every CA State Department addressing the needs of children and families First 5 CA is hosting a 2015 Child Health, Education and Care Summit in February. The pre-conference will run from 1:00 p.m. to 5:00 p.m. at the DoubleTree by Hilton in Sacramento.

The Pre-Conference will engage participants in a conversation about how, collectively and regionally, Commissioners might work across county borders to support the sustainability and spread of First 5 efforts. More details to follow.

F5 Association and State Meetings

Over two days in Burbank recently, First 5 Association and First 5 CA members had great discussions and sharing of strategies on things such as oral health funding, systems-building, options for increasing First 5 revenues, and measuring child poverty in California.

California, meaning the CA Department of Education through First 5 CA, has submitted an application for the **Federal** Preschool Expansion Grants, which would bring in \$140 Million (\$35M a year for four years) to support 3,700 new and improved preschool spaces. If approved the preschool expansion program would be administered through 11 subgrantees, one being San Bernardino County. Over the four year period, First 5 CA looks to receive \$850K for parent engagement and teacher training.

The Department of Health Care Services made an **\$8 million Request for Funding to Support Dental Outreach** to families with children aged 0 to 3 and/or with a child who has not seen a dentist in the past year. The proposed campaign included a mailer and other materials costing \$812K and would expect to generate \$16M in increased Denti-Cal usage.

Commissioners agreed that these services are important, however, encouraged the Department to look to other sources such as the Affordable Care Act outreach funds to accomplish this same goal.

This request was not included in the Governor’s Budget. While these kinds of requests were at some level understandable in the years of state recession, now when their funds are increasing, the State should not be turning to First 5, whose funds are rapidly declining, for funding of these services. It should also be noted that most First 5’s Commissions, including First 5 San Bernardino, already support children’s oral health care in many ways to reduce access and financial barriers such as providing parent education, increasing dental providers through education and training, covering co-pays, funding procedures not covered by Denti-Cal such as behavior management/anesthesiology for children and otherwise ensuring optimal development support.

The Commissioners declined to make a motion on this item. As a result, funds will

not be made available for this project.

The 600% increase in administrative costs over the last 10 years by the **BOE** continues to be of concern to both the State Commission and all local commissions. We have had these conversations for about 8 years. First 5 LA, the Children and Families Commission of Orange and the First 5 Association have given significant support to help with this evaluation. The State Commission approved a request in an amount not to exceed \$100,000 for a private, independent audit of the BOE. This audit would look at the allocations for Prop 10 dollars for collection and enforcement and the hours being utilized by the various classifications under the BOE.

A report was presented on possible additional revenue sources to augment the declines in Proposition 10 revenues.

- E-Cigarettes – redefining the statutory definition of tobacco products to include products that contain nicotine.
- Marijuana – including early childhood programs in any proposition to legalize marijuana
- Tobacco – increasing the tobacco tax from 87 cents
- Specialized License Plates
- Voluntary Contributions on Income Tax Forms
- Requesting donations in F5CA advertisements
- Applying for Federal, State and Philanthropic Grants

Commissioners were most interested in the first 3 options, which are most likely to result in significant revenues. Staff was asked to come back in January with further research on the feasibility of these options and any information on the restrictions on either staff or Commissioners in engaging on these issues.

Please review the Executive Director’s Report for some great photos and information on our Literacy Campaign events, including the “All Aboard the Reading Railroad” scheduled for Saturday, November 1st at the Highland Branch Library and the collaboration that came together to bring a truckload of 40,000 books to our children.

Changes to the Agenda

No changes to report.

Consent

A motion was made by Commissioner Weinstein and seconded by Commissioner Ramos to approve the Consent Items. With Commissioners Egge and Haugan absent and without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve minutes of September 10, 2014 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Approve Commission Schedule for 2015 (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
3	<p>Conduct public hearing of the Children and Families Commission for San Bernardino County Annual Report for Fiscal Year 2013-14. (Presenter: Scott McGrath, Supervisor, 252-4259)</p> <p>The Public Hearing was conducted. No public comments were presented on this item.</p>
4	<p>Conduct public hearing of the Children and Families Commission for San Bernardino County Annual Audit for Fiscal Year 2013-14. (Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)</p> <p>The Public Hearing was conducted. No public comments were presented on this item.</p>
5	<p>Approve Amendment A1 to Contract Number IC021 with Vavrinek, Trine, Day & Co., LLP increasing the contract amount by \$20,900 for a total of \$104,500 for Fiscal Year 2015-16 to conduct and prepare an annual audit and report of First 5 San Bernardino's financial statements. (Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Hill and seconded by Commissioner Ramos to approve Agenda Item 5. With Commissioners Egge and Haugan absent and without further comment or objection, motion carried by unanimous vote.</p>
6	<p>Approve Amendment A4 to Contract CE009 with the County of San Bernardino on behalf of Children's Network extending and increasing the contract for 6 months for \$164,194 for the latter half of FY 2014-2015 for a total contract amount not to exceed \$1,680,338 to continue implementation of countywide educational campaigns and community events addressing child abuse prevention. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)</p> <p><u>Discussion</u> Vice-Chair Ohikhuare asked how long Children's Network has been associated with First 5. Regina Coleman answered since First 5 San Bernardino's inception.</p> <p>Commissioner Hill commented that Children's Network does an outstanding job planning their annual conference.</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Ramos and seconded by Commissioner Weinstein to approve Agenda Item 6. With Commissioners Egge and Haugan absent and without further comment or objection, motion carried by unanimous vote.</p>
7	<p>Approve Contract IC025 to Social Entrepreneurs, Inc. (SEI) for the period beginning October 28, 2014 and ending June 30, 2017 to assist in the facilitation and implementation of the First 5 San Bernardino Capacity Continuum Project in the amount of \$749,999 for Fiscal Years 2014-2017. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)</p>

	<p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Ramos and seconded by Commissioner Hill to approve Agenda Item 7. With Commissioners Egge and Haugan absent and without further comment or objection, motion carried by unanimous vote.</p>
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Public Comment None

Commissioner Weinstein recently attended, along with Karen Scott, the First 5 State Meeting held in Burbank. Commissioner Weinstein noted that more people attend our Commission meetings than the State meeting. He explained that the First 5 State office is in charge of administering the 20 percent of the budget for the entire State of California's First 5's as opposed to the 80 percent that goes to the various county commissions.

Commissioner Weinstein stated that the group discussed ways to increase funding for First 5 since funds are slowly diminishing. In order to continue to do a lot of the good things we have done the group discussed leveraging our money, and build systems and alliances with different groups to make the money go further, as well as seek out other sources of revenue. Suggested tax increases for cigarettes, marijuana, and tobacco products were discussed. Commissioner Weinstein mentioned that he would not rule out funds from grants.

Commissioner Weinstein also spoke with several other state and First 5 commission staff about forming collaboratives and contacts through the American Academy of Pediatrics and other medical groups that have quite a bit in common with projects the State is planning.

Commissioner Roundtable

Karen Scott stated that about four years ago the southern regional commissioners convened for a day. It was well received and talked about throughout the State and there were many requests for another gathering. Ms. Scott stated she is excited for the upcoming Pre-Commissioner Workshop to be held on February 10, 2015 in Sacramento where southern region commissioners will again convene along with other State First 5 Commissioners, as well as state and county policymakers, health advocates and early childhood educators.

Vice-Chair Ohikhuare commended Karen Scott, her leadership and First 5's collaboration to continue services and build capacity among agencies. Vice-Chair Ohikhuare asked attendees to offer suggestions of what could be done differently so we can help each other survive, collectively.

Ms. Scott also stated that Prop 10 funding will continue to decrease and that message is important to disseminate to the public, especially to our non-profits, so they understand that we will need to figure out how to do more with less. We need to figure out how to accomplish our goals and continue to see successful outcomes through systems work and embracing collective impact.

Adjournment

A motion was made by Commissioner Ramos and seconded by Commissioner Hill to adjourn the meeting. With Commissioners Egge and Haugan absent and without further comment or objection, the meeting adjourned at 4:30 p.m. by unanimous vote.

Next Commission Meeting at First 5 San Bernardino

December 3, 2014
3:30 p.m. to 5:00 p.m.

NO MEETING WILL BE HELD IN NOVEMBER

Attest

Maxwell Ohikhuare, M.D., Vice-Chair

Ann M. Calkins, Commission Secretary



**AGENDA ITEM 2
JANUARY 7, 2015**

Subject	Election of Commission Chair and Vice-Chair
Recommendations	Elect Chair and Vice-Chair for the Children and Families Commission of San Bernardino County. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Background Information	<p>Under the Children and Families Commission San Bernardino County bylaws, the Commission established Article V "Officers and Duties." This section discusses the designation and election of Chair and Vice Chair and the duties of the Officers.</p> <p>Article V, Section 2 of the Children and Families Commission for San Bernardino County Bylaws states: <i>"The Chair and Vice-Chair of the Commission shall be elected by the voting members of the Commission. The terms of all such officers shall be one year, commencing upon the adjournment of the meeting at which they are elected. All officers shall hold office until their successors are duly elected."</i></p> <p>Upon Commission approval, the election of Chair and Vice Chair will be conducted at this time.</p>
Financial Impact	None
Review	Regina Coleman, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:



**AGENDA ITEM 3
JANUARY 7, 2015**

Subject	First 5 San Bernardino for Gifts and Donations Policy
Recommendations	Approve CFC SB Policy 15-01 to allow First 5 San Bernardino to accept gifts and donations. (Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)
Background Information	<p>Historically First 5 San Bernardino (F5SB) has not accepted gifts or donations. In the past, organizations have approached F5SB regarding donating monies. Due to declining Proposition 10 funding, F5SB is exploring other types of revenue sources to maximize existing funds for continued support of the County's zero to five population.</p> <p>The purpose of this policy is to authorize the F5SB Executive Director to accept, on behalf of F5SB, gifts and donations that benefit children zero to five, that do not exceed ten thousand dollars (\$10,000), result in any unreasonable expense to F5SB, involve transfer of title to land or real property or have restrictions that are incompatible with F5SB operations or public policy. Offers of gifts and donations falling outside of the Executive Director's authority may not be accepted by F5SB, unless approved by the F5SB Commission. However, gifts and donations of a time sensitive nature, in any amount, may be accepted by the Commission Chair on behalf of F5SB, when acting in accordance with the established policy and procedures. Neither the Executive Director nor the Commission Chair shall be authorized to accept a gift or donation of any amount under conditions where there is any actual or perceived conflict of interest.</p> <p>Pending Commission approval, this policy would go into effect immediately.</p>
Financial Impact	Unknown at this time.
Review	Regina Coleman, Commission Counsel

Report on Action as taken	
Action:	
Moved: _____	Second: _____
In Favor:	
Opposed:	
Abstained:	
Comments: _____	
Witnessed:	



Number	15-01
Effective	01-07-15
Page	<u>1</u> of <u>1</u>
Approved:	
<hr/> Linda Haugan, Chair	

GIFTS AND DONATIONS GRANTED TO THE CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

PURPOSE It is the policy of the Children and Families Commission for San Bernardino County (CFC), hereafter referred to as First 5 San Bernardino (F5SB), to accept donations and gifts of property or money offered to F5SB when such offers are made without unreasonable restriction for the use, benefit and advantage of the citizens, ages zero to five years old, of the County of San Bernardino.

POLICY While F5SB is appreciative of the generosity of the individuals and organizations who offer gifts or donations, gifts may sometimes result in unforeseen costs or operational costs to the F5SB.

In order that any unforeseen problems or costs may be avoided, the following stipulations will govern the acceptance of gifts by F5SB.

1. All gifts to F5SB shall be reviewed by the F5SB Executive Director to determine the potential impact of the gift on the F5SB Commission.
2. Except as otherwise approved by the F5SB Commission, gifts will not be accepted if they result in any unreasonable expense to F5SB, involve transfer of title to land or real property or if they have restrictions that are incompatible with F5SB operations or public policy.
3. The F5SB Executive Director is hereby authorized to accept gifts and donations on behalf of F5SB, when acting in accordance with this Policy and established procedures, when the estimated value of such gifts does not exceed ten thousand dollars (\$10,000) and there is no actual or perceived conflict of interest.
4. Gifts and donations of a time sensitive nature of any value may be accepted by the Commission Chair on behalf of F5SB, when acting in accordance with this Policy and established procedures and there is no actual or perceived conflict of interest.
5. Offers of gifts and donations must be in writing by the Donor, clearly setting forth a description of the gift, the Donor's estimated value, and any Donor restrictions on its use.
6. The Executive Director must advise the Commission within thirty (30) days of all gifts accepted on behalf of F5SB and arrange for public recognition as appropriate. Such gifts or donations shall be posted on the F5SB Internet site.

GUIDELINES Provisions of this Policy are applicable to all gifts offered to F5SB.

Provisions of this Policy do not apply to the acquisition, by gift, by F5SB of any property where the gift was sought by and action initiated by F5SB.



**AGENDA ITEM 4
JANUARY 7, 2015**

Subject	California Wellness Foundation Donation
Recommendations	Approve acceptance of \$500.00 monetary donation from California Wellness Foundation. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
Background Information	<p>On October 14, 2014, California Wellness Foundation held their "Advancing Wellness Meet the Grantmaker" event in the First 5 San Bernardino (F5SB) Commission Conference Center.</p> <p>In appreciation of F5SB's hospitality and to thank the Commission for the use of the facilities, California Wellness Foundation issued a \$500.00 check to F5SB.</p> <p>The donation is without any restrictions and does not impose any commitments beyond those that are consistent with the F5SB mission to promote, support and enhance the health and early development of children prenatal through age five, their families and communities to improve early childhood outcomes in the areas of health and nutrition, early literacy and language development, and quality child care.</p> <p>Upon Commission approval, First 5 staff proposes to use this donation to cover the cost of carpet cleaning for the entire office. Although the landlord cleans the carpet once per year per contractual agreement, the carpet has sustained significant stains and soil damage with high use by private, community and funded agencies necessitating additional cleaning.</p> <p>A letter from the donor, California Wellness Foundation, clearly setting forth a description of the gift is attached and will be maintained on file at F5SB. The donation will be posted on the F5SB website.</p>
Financial Impact	\$500.00 in FY 2014-2015
Review	Regina Coleman, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:

November 24, 2014

Karen E. Scott
Executive Director
First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

Hello Ms. Scott:

On behalf of the Cal Wellness staff, I would like to thank you for hosting us on October 14th for our Advancing Wellness Meet the Grantmaker event. Thank you for allowing us to utilize your beautiful space! It was a pleasure to work with you and your staff. I would like to specially thank Staci Scraton for working with Cal Wellness staff to organize this event. Please except this donation as a symbol of our gratitude. We hope this donation will help support the availability of your resources for nonprofits in your community.

Best wishes,



Judy Belk
President and CEO
The California Wellness Foundation



**AGENDA ITEM 5
JANUARY 7, 2015**

Subject	Matrix Outcome Model
Recommendations	Approve Contract IC026 in the amount of \$31,900 with Matrix Outcomes Model LLC for access to the Family Development Matrix (FDM) a complementary assessment, case management and evaluation tool to be used by agencies awarded contracts under the Family and Community Support Partnerships (FCSP) initiative. (Presenter: William Kariuki, Staff Analyst II, 252-4260)
Background Information	On September 10, 2014, the Commission approved the release of RFP 14-02 Family and Community Support and Partnerships (FCSP). Under a competitive procurement, selected agencies will provide family support services using the Nurturing Parenting Program and the Matrix Outcomes Model (MOM), the primary tool of which is the FDM. The FDM is used to structure service delivery to ensure best practice and to standardize data collection for the sake of reliable evaluation of the program. In fiscal year 2014-15, pending commission approval, MOM staff will provide internal support and technical assistance for designing the FDM to be used for the FCSP initiative. The design group will include First 5 staff and other stakeholders that will structure the FDM framework over a period of 5 (five) months. During the period of February 1, 2015 to June 30, 2015, services provided by MOM will include training, development of indicators and interventions, reliability testing and other preparation activities to ensure that the model and framework is ready for use when FCSP services begin on July 1, 2015.
Financial Impact	\$31,900 for fiscal year 2014-2015
Review	Regina Coleman, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments:
Witnessed:

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code			SC	Dept. A	Contract Number
<input type="checkbox"/> Change				903		IC026
<input type="checkbox"/> Cancel						
Organization Children and Families Commission				Dept. 903	Orgn. PROG	Contractor's License No.
Commission Representative Cindy Faulkner, Operations Manager				Telephone 909-386-7706		Total Contract Amount \$31,900
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200		Contract Start Date January 23, 2015		Contract End Date June 30, 2015		Original Amount
Amendment Amount						
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	PROG	200	2445		\$31,900
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Family Development Matrix (Matrix Outcomes Model)			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			14-15	\$31,900		

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)

Matrix Outcomes Model, LLC

Department/Division _____

Address _____

Po Box 727

Weed, Ca. 96094

Phone _____

530-938-3867

Federal ID No. _____

01-0888439

Program Address (if different from legal address): _____

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:

Auditor-Controller/Treasurer Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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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 2012-2013, 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 2013-2014 and Fiscal Year 2014-2015 to list the specific quantitative targets for the respective year.

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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.

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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.

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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.

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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.

Initial Here

▪ 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.

Initial Here

▪ 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.

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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 \$ 31,900 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.

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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 2012-2013 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.

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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.

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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.

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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 February 1, 2015 and expires June 30, 2015, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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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, 2015 is contingent on a Scope of Work 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: Matrix Outcomes Model, LLC
P.O. Box 727
Weed, CA 96094

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. 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.

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- 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, 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.

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

MATRIX OUTCOMES MODEL, LLC

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Jerry Endres
Printed Name

Owner/Project Director
Title

Dated

Official Stamp

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

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	PERFORMANCE MEASURES
<p>Objective 1. First 5 agency sets up design group to adapt the Matrix model to the program and population. This group meets on all developmental aspects of the Matrix.</p>	<p>First 5 organizes an FDM design group with a 6-month timeline.</p>	<p>January to June 2015</p>	<p>A collaborative coordinator is assigned by First 5 to manage the design process. The design group is formed by January 30, 2015.</p>
<p>Objective 2. Overview of Family Development Matrix model... focus on population and program outcomes. The Design Group identifies specific categories and indicators and desired outcomes for specific populations served by the agency.</p>	<p>MOM conducts a facilitated design meeting in a workshop setting.</p> <ul style="list-style-type: none"> - To introduce the FDM and database - Provides a design process and participation guidelines. 	<p>February 2015 Two day meeting</p>	<p>Design group understands the process and agrees to participate in all tasks to establish a Family Development Matrix (FDM) model.</p> <p>Demonstration of how the MOM database works; Reflection on first-time experience;</p>
		<p>February 2015</p>	<p>Design group develops the vision, values and leadership roles for the FDM plan. FDM philosophy, challenges/obstacles, collaborative objectives and action plan are completed by the design group and reviewed by MOM.</p>

<p>Objective 5. Test to establish FDM reliability.</p>	<p>In a one day meeting and workshop setting facilitated by MOM:</p> <ul style="list-style-type: none"> - Design group assesses case scenarios provided by MOM. - Jerry Endres analyzes reliability scores to identify structural strengths and needs for assessment improvements. - Design Group revises Matrix indicators based on reliability test. - Collaborative coordinator enters FDM indicators into database with MOM assist. 	<p>March 2015</p>	<p>Reliability test establishes a set of FDM indicators that is entered into the FDM database.</p>
<p>Objective 6. Develop an intervention plan</p>	<p>Collaborative coordinator and design group identify and describe FDM project interventions:</p> <ul style="list-style-type: none"> - MOM provides training and technical assistance for design group to categorize intervention and program services. - Design group led by collaborative coordinator conducts analysis and describes program services provided by First5 agencies. - Collaborative coordinator aligns interventions to the FDM indicators with MOM assistance. 	<p>April 2015</p>	<p>Interventions are described and aligned to FDM indicators.</p>

<p>Objective 7. Matrix Outcomes Model broadens its database to capture demographic and intervention data of clients.</p>	<p>MOM programmer coordinates with the collaborative coordinator for innovations needed to implement assessment and client management.</p>	<p>April – May 2015</p>	<p>MOM database has First 5 indicators, interventions aligned, and the organizational administration functions for agency and caseworker management.</p>
<p>Objective 8. A case management protocol is developed for agency data entry and tracking.</p>	<p>MOM provides technical assistance, written protocol examples and training as needed for the design group to write a case management set of procedures and responsibilities. The protocol describes;</p> <ul style="list-style-type: none"> - Purpose and how the FDM assessment will be used for which families, under what conditions and when to conduct the assessment. - Building a relationship for the assessment. - FDM steps for conducting the assessment and to follow the database sequence for case management. - Code positions for client confidentiality. - Subsequent assessments schedule. - Opening and closing a case. 	<p>April – May 2015</p>	<p>A protocol is designed and approved by First 5 and MOM.</p>

<p>Objective 9. An evaluation plan for the inclusion of FDM assessments and case management.</p>	<p>First5 leads the development of an evaluation plan, reviews with MOM and design group.</p> <p>MOM programs the database innovations to accommodate First5 evaluation plan.</p>	<p>April –May 2015</p>	<p>MOM database undergoes expansion to accommodate protocol and evaluation plan.</p>
<p>Objective 10. Agency Orientation</p>	<p>MOM obtains applications for the participating agencies to establish identification of FDM coordinators.</p> <p>Collaborative coordinator and MOM conduct an FDM orientation for the FDM agency coordinators in a one-day workshop.</p> <p>Staff training workshop is scheduled.</p>	<p>June 2015</p>	<p>Agency coordinators are prepared with their responsibilities and assist with organizing staff training.</p>

Matrix Outcomes Model Budget
Fiscal Year 2014-2015
February 1, 2015 - June 30, 2015

Contract IC026
Attachment B

Budgeted line item	Amount
1 Establish FDM design group, prevention plan, FDM orientation, identify indicators and indicator validity test	\$ 7,000
2 Reliability test for consistency	4,000
3 Program intervention analysis and alignment to FDM indicators	4,000
4 Database programming for organizational administration, case management and client management	4,000
5 Establish protocol and client codes for case management	3,000
6 Coordination of F5 and FDM evaluation plans	3,000
7 Applications from agencies, set up accts, and one day FDM coordinator orientation	4,000
8 10% Matrix Outcomes Model, LLC indirect fee for administration	2,900
Total Cost	<u>\$ 31,900</u>



Program Outline Document 2014-2015

AGENCY INFORMATION

Contract #: IC026

Legal Entity: Matrix Outcomes Model, LLC

Dept./Division:

Project Name: Family Development Matrix

Address: P.O. Box 727
Weed, CA 96094

Phone #: 530-938-3867

Website: http://matrixoutcomesmodel.com

Fax #: 530-938-3867

Program Site Address:

Client Referral Phone #

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Jerry Endres

Title: Project Director

Address: P.O. Box 727
Weed, CA 96094

Direct Phone #: 530-938-3867

Fax #: 530-938-3867

E-Mail: jendres@csumb.edu

PROGRAM CONTACT

Name: Jerry Endres

Title: Project Director

Address: P.O. Box 727
Weed, CA 96094

Direct Phone #: 530-938-3867

Fax #: 530-938-3867

E-Mail: jendres@csumb.edu

FISCAL CONTACT

Name: Jerry Endres

Title: Project Director

Address: P.O. Box 727
Weed, CA 96094

Direct Phone #: 530-938-3867

Fax #: 530-938-3867

E-Mail: jendres@csumb.edu

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ Title: _____

Address: _____ Direct Phone #: _____

_____ Fax #: _____

E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

Educational Institution Describe: Choose an item. _____

Government Agency Describe: Choose an item. _____

Private Entity/Institution Describe: Evaluation Database _____

Community-Based Describe: Choose an item. _____

FIRST 5 FOCUS AREA

STRATEGY

Health Early Screening and Intervention Health & Safety Education

Health Care Access Other: _____

Oral Health

Education Early Education Programs Quality Provider Programs

Access to Quality Child Care Other: _____

Family Parent Education Other: _____

Resource Center & Case Management

Systems Integrated Systems Planning & Implementation Community Outreach

Countywide Information Referral Systems Other: _____

Organizational Capacity Building

PROGRAM DESCRIPTION

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

SERVICE AREA (LOCATIONS)

Countywide

COMMISSION LEVEL OUTCOMES

- 1.3a Children are free from abuse and neglect
- 1.3b Parents provide developmentally appropriate care
- 1.3c Families are resilient

ASSIGNED ANALYST: W. Kariuki

CONTRACT AMOUNT

Fiscal Year	Amount
2014-2015	\$ 31,900
Total	\$ 31,900



**AGENDA ITEM 6
JANUARY 7, 2015**

Subject	Early Head Start – Child Care Partnership (EHS-CCP)
Recommendations	Approve contract with San Bernardino County Preschool Services Department (PSD) in the amount of \$88,000 in support of the EHS-CCP for Fiscal Year 2014/15. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Background Information	<p>At the August 6, 2014 meeting, the Commission acknowledged a Letter of Intent committing to SB County PSD in support of their submission for the Early Head Start - Child Care Partnerships (HHS-2015-ACF-OHS-HP-0814) grant opportunity. The Commission was informed that funding and budget recommendations would be brought back for approval upon award of the EHS-CCP grant for SB County. PSD has won that award.</p> <p>First 5 San Bernardino committed to provide funding, as a non-federal contribution, for coaching and mentoring to support implementation of the Early Head Start Child Care Partnership program in San Bernardino. PSD will partner with the Child Care Resource Center (CCRC) for coaching and mentoring supportive services. The collaboration developed between PSD, CCRC and First 5 SB allows leveraging of funds for greater collective impact.</p> <p>First 5 San Bernardino is very excited about the opportunity to increase availability through additional slots and improve the quality of early learning services for the children of our County with the award of the Early Head Start-Child Care Partnerships (EHS-CCP) grant.</p> <p>First 5 SB's budget commitment in support of submission of this grant was \$176,000 per year. The federal award received by PSD covers an award period from January 2015-June 2019. With this approval, First 5 SB supports the first 6 month's work plan covering January 2015-June 2015 in the amount of \$88,000. A new contract recommendation will be brought before the Commission in late Spring of 2015 to continue the remaining contract term as determined by the federal award.</p> <p>Approval of this item supports both SPA 1 and 2 of the Strategic Plan, specifically, Objective Activities for 1.2.a and 2.1.b:</p> <p>SPA 1: Children and Families – support children prenatal through 5 by providing culturally and linguistically effective resources, knowledge, and opportunities for them to develop the skills needed to achieve their optimal potential in school and life.</p> <p><i>Objective Activity 1.2.a</i> – support increased availability of quality childcare and early education; support capacity building and quality improvement in childcare and early education settings.</p> <p>SPA 2: Systems and Networks – support systems serving children prenatal through age 5, their families and communities that result in sustainable and collective impact.</p> <p><i>Objective Activity 2.1.b</i> – create and/or support opportunities for collective impact</p>

**AGENDA ITEM 6
JANUARY 7, 2015
PAGE 2**

Financial Impact

\$88,000 budgeted for FY 2014/15

Review

Regina Coleman, Commission Counsel

Report on Action as taken	
Action:	
Moved: _____	Second: _____
In Favor:	
Opposed:	
Abstained:	
Comments: _____	
Witnessed:	



Program Outline Document 2014-2015

AGENCY INFORMATION

		Contract #:	<u>EC028</u>
Legal Entity:	<u>County of San Bernardino</u>		
Dept./Division:	<u>Preschool Services Department</u>		
Project Name:	<u>Early Head Start –Child Care Partnership (EHS-CCP)</u>		
Address:	<u>662 Tippecanoe Avenue</u> <u>San Bernardino, CA 92415</u>	Phone #:	<u>909-383-2005</u>
Website:	<u>www.sbcounty.gov/psd</u>	Fax #:	<u>909-383-2080</u>
Program Site Address:	<u>662 Tippecanoe Avenue</u> <u>San Bernardino, CA 92415</u>	Client Referral Phone #	<u>909-383-2020</u>

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name:	<u>Diana Alexander</u>	Title:	<u>Director</u>
Address:	<u>662 Tippecanoe Avenue</u> <u>San Bernardino, CA 92415</u>	Direct Phone #:	<u>909-383-2005</u>
		Fax #:	<u>909-383-2080</u>
E-Mail:	<u>Diana.alexander@psd.sbcounty.gov</u>		

PROGRAM CONTACT

Name:	<u>Phalos Haire</u>	Title:	<u>Deputy Director</u>
Address:	<u>662 Tippecanoe Avenue</u> <u>San Bernardino, CA 92415</u>	Direct Phone #:	<u>909-383-2020</u>
		Fax #:	<u>909-383-2086</u>
E-Mail:	<u>phaire@psd.sbcounty.gov</u>		

FISCAL CONTACT

Name:	<u>Johnson Selvadurai</u>	Title:	<u>Administrative Supervisor</u>
Address:	<u>662 Tippecanoe Avenue</u> <u>San Bernardino, CA 92415</u>	Direct Phone #:	<u>909-383-2078</u>
		Fax #:	<u>909-383-2081</u>
E-Mail:	<u>jselvadurai@psd.sbcounty.gov</u>		

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ **Title:** _____

Address: _____ **Direct Phone #:** _____

Fax #: _____

E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

Educational Institution **Describe:** Choose an item. _____

Government Agency **Describe:** County _____

Private Entity/Institution **Describe:** Choose an item. _____

Community-Based **Describe:** Choose an item. _____

FIRST 5 FOCUS AREA

STRATEGY

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

Education **Early Education Programs** **Quality Provider Programs**
 Access to Quality Child Care **Other:** _____

Family **Parent Education** **Other:** _____
 Resource Center & Case Management

Systems **Integrated Systems Planning & Implementation** **Community Outreach**
 Countywide Information Referral Systems **Other:** _____
 Organizational Capacity Building

PROGRAM DESCRIPTION

This will increase availability of additional slots and improve the quality of learning services for children in San Bernardino county.

SERVICE AREA (LOCATIONS)

countywide

COMMISSION LEVEL OUTCOMES

- By June 2015, families within San Bernardino county will have access to quality early childhood care and education.
- By June 2015, families, providers, stakeholders will collaborate effectively to improve the well-being of children.

ASSIGNED ANALYST: Chrystina Smith-Rasshan

CONTRACT AMOUNT \$ 88,000

Fiscal Year	Amount
2013-2014	\$ _____
2014-2015	\$ <u>88,000</u>
2015-2016	\$ _____
Total	\$ <u>88,000</u>

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code SANBERN748 F		SC	Dept. 903	A	Contract Number EC028
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$88,000	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200		Contract Start Date January 8, 2015		Contract End Date June 30, 2015		Original Amount
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. EEEEPSY15	Amount \$88,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Early Head Start - Child Care Partnership (EHS-CCP)			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY Amount I/D
			14-15	\$88,000		

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

Preschool Services Department

Address

662 Tippecanoe Avenue

San Bernardino, CA 92415

Phone

(909) 383-2005

Federal ID No.

Program Address (if different from legal address):

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:

Auditor-Controller/Treasurer Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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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.

Early Head Start – Child Care Partnership (EHS-CCP): A demonstration project that is to design, implement and evaluate a replicable framework that supports a partnership between Early Head Start and family child care. This project aims to increase quality for low-income children in family child care homes by leveraging comprehensive services that include health and social services.

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 2014-2015. 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 2015-2016 to list the specific quantitative targets for the respective year.

Initial Here

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 serve as the lead agency for the administration of the Early Head Start – Child Care Partnership (EHS-CCP) project and utilize a subcontractor, Child Care Resource Center, to assist in the delivery of services identified in the approved application to the Administration for Children and Families (ACF) for the EHS-CCP.

E. 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.

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

- G. 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.

Initial Here

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.

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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.

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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 quarterly and year-to-date progress on actual achievement 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.

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▪ 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.

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▪ 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.

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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 \$ 88,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2014-15 \$ 88,000 January 8, 2015 through June 30, 2015

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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 quarterly 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 2014-2015 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.

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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%.

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

I. Procurement

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

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5000 or more, including tax, and was

not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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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.

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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 January 8, 2015 and expires June 30, 2015, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- Initial Here
- 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, 2015 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: San Bernardino County Preschool Services Department
662 South Tippecanoe Avenue
San Bernardino, CA 92415

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

Initial Here

- 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, 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 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, 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

COUNTY OF SAN BERNARDINO

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Printed Name

Commission Chair
Title

Board Chair
Title

Dated

Dated

Official Stamp

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

Goal 1.2: Early Learning and Goal 2.1: Leadership as a Convener and Partner

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

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



Agency Name: SAN BERNARDINO COUNTY PRESCHOOL DEPARTMENT
Program Name: EARLY HEAD START – CHILD CARE PARTNERSHIP (EHS-CCP)
Contract #: EC028 **Fiscal Year (FY):** Jan 2015 – June 2015
Service Area: COUNTYWIDE

Deliverable: Support implementation of the Early Head Start - Child Care Partnership (EHS-CCP)		Expectation: Coaching and mentoring supportive services (Professional Coach job description attached)	
Activity	Service Model	Dosage	Verification
Support capacity building and quality improvement in childcare and early education settings	Education (Systems)	Variable (Project Duration, 6 months)	Quarterly progress report
Create and/or support opportunities for collective impact			Quarterly progress report

Project Description:

This will increase availability of additional slots and improve the quality of early learning services for children in San Bernardino through the Early Head Start – Child Care Partnership (EHS-CCP).

Name: _____

Measurement: Variable

Fiscal Year: FY 2014-2015

Cycle: January 2015 – June 2015

Agency Signature: _____



Location:	San Bernardino and/or Victorville	Exempt Status:	Non- Exempt
Reports to:	Supervisor – EHS-CC Partnership	Work Schedule:	Full Time
Prepared By:	RR Manager	Prepared Date:	
Approved By:		Job Code:	

General Summary: Under general supervision, the Professional Development Coach will assist providers participating in the Early Head Start-Child Care Partnership (EHS-CC) program. The Coach will provide instructional support, mentoring, and coaching to providers to enhance the quality of early care and education. Conduct visits to providers to ensure compliance with Community Care Licensing regulations, Environmental Rating Scale (ERS), and Head Start Performance Standards.

Essential Duties And Responsibilities

Coaching & Mentoring

- Support providers in creating a successful environment that will promote the growth and development of Early Head Start children.
- Develop training plan for providers and conduct training through one-on-one visits and group meetings.
- Recommend appropriate educational materials to meet children’s educational goals.
- Provide bi-weekly instructional and environmental support and resources.
- Evaluate and train child care providers in the policies of CCRC Head Start, lesson planning, assessments developmental summary, observations, read and analyze Desired Results Developmental Profiles, curriculum, and reports.

Compliance

- Ensure providers remain compliant with Community Care Licensing regulations and Head Start Performance Standards.
- Demonstrate knowledge of California Department of Education’s Desired Results Developmental Profile System, the California Preschool Learning Foundations, the California Preschool Curriculum Frameworks, Classroom Assessment Scoring System, Environmental Rating Scale, Ages & Stages Questionnaire and ability to implement the systems.
- Hold providers accountable for meeting program requirements, including completion of the CDA certificate program or an Associate of Arts degree, data collection and program improvement.
- Remain current on program requirements and practices/developments in the field of early care and education.
- Ensure documentation and compliance of all participants, including provider files.
- Recruits and screens new providers to participate in the program.

- Work with a caseload of 12-15 providers.
- Collaborate and establish effective communication with Head Start/EHS, Subsidy, and Resource and Referral program areas to ensure program services are being provided and implemented.

Non-Essential Duties And Responsibilities

These duties include tasks that are required, but currently comprise less than 5% of the daily workflow for this job:

- Represent the program and agency at outreach events in the community, including community fairs, conferences, workshops, visits, program meetings and events.
- Ability to honor social, cultural and ethnic diversity of clients.
- Attend/participate in professional development trainings, and/or certifications.
- Submit monthly reports to supervisor.
- Other duties as assigned.

Job Specifications

- Minimum Bachelor's Degree in Child Development, Early Childhood Education or related field, with a minimum of 24 units in Child Development or Early Childhood Education and must have six infant/toddler development units.
- Minimum two years' experience in early childhood education/child development.
- Experience working with family child care providers or child care center staff preferred.
- Excellent organizational and communication skills; ability to successfully engage with others one-on-one and in group settings. Strong ability to lead trainings in a group setting.
- Ability to be flexible, innovative and adapt to the changing needs of the department/agency.
- Strong interpersonal skills; the ability to honor confidentiality, and work sensitively and supportively with clients.
- Ability to maintain cooperative, diplomatic working relationships with co-workers, supervisors, and the community to work as part of a team and collaborate with colleagues.
- Ability to converse, write, and /or translate into Spanish as required
- Must have an automobile with adequate insurance coverage and a valid California Driver's License and an acceptable driving record substantiated by a copy of DMV records.
- Required Fingerprint, Child Abuse Index, T.B. test, and health clearances.

- Ability to work a non-traditional work schedule including evenings and weekends.
- Ability to work with different adult learning styles preferred.

Physical Demands

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Physical Activity					
Activity List the number of hours spent performing the activity.	Hours Per Day				
	NA	1-2	3-4	5-6	7-8
Balancing: Maintaining body equilibrium to prevent falling when walking, standing or crouching on narrow, slippery or erratically moving surfaces.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climbing: Ascending or descending ladders, stairs, scaffolding, ramps, poles, or other similar devices. Using feet and legs and/or hands and arms. Performing activities where body agility is emphasized.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crawling: Moving about on hands and knees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crouching: Bending the body downward and forward by bending the leg and spine.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driving: A car, truck, forklift or other types of moving equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Feeling: Perceiving attributes of an object, such as its size, shape, temperature or texture by touching with skin, particularly that of the fingertips.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grasping: Applying pressure to an object with the fingers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hearing: Perceiving the nature of sounds with no less than a 40db loss at 500Hz, 1000Hz and 2000Hz with or without correction. Ability to receive detailed information through oral communication, and make fine discrimination in sound, such as when making fine adjustments on a piece of equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kneeling: Bending legs at the knee to rest the body on the knee or knees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lifting: Raising objects from a lower to a higher location or moving objects horizontally from one location to another. Lifting a 50lb object to shoulder level throughout the work shift. Requires the substantial use of the upper extremities and back muscles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pulling: Using upper extremities to exert force to draw, haul or lug objects in a sustained motion.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pushing: Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reaching: Extending hand or hands and extending arm or arms in any direction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repetitive motions: Substantial movements of the wrist, hands, and/or fingers, including keyboarding.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sitting: Particularly for long periods of time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Standing: Standing or staying on feet for sustained periods of time.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stooping: Bending body downward and forward by bending the spine at the waist, requiring full use of the lower extremities and back muscle.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talking: Expressing or exchanging ideas by means of spoken words. Those activities in which detailed or important spoken instructions to co-workers are required. The instructions must be conveyed accurately, loudly, and/or quickly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Twisting: Turning from right to left at the waist.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Viewing: The ability to distinguish colors, read a VDT or other needs for depth perception.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walking: Moving about on feet to accomplish tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employee Acknowledgement

This job description is intended to provide an overview of the requirements of the position. As such, it is not necessarily all-inclusive, and the job may require other essential and/or non-essential functions, duties, or responsibilities not listed herein. Management, at its sole discretion, reserves the right to change, alter, and/or otherwise modify this job description at any time. Nothing in this job description is intended to create a contract of employment of any type or kind. Employment at Child Care Resource Center is strictly on an at-will basis.

I, _____, have read, understand, and agree to perform the duties described above.

Employee's Printed Name.

Employee's Signature

Date

PROGRAM BUDGET FISCAL YEAR 2014 - 2015

AGENCY NAME **San Bernardino County Preschool Services Department** **CONTRACT #** EC028

DESCRIPTION	TOTAL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	First 5 Program Related Cost	First 5 Admin Cost	FIRST 5 %
A.	A	B	C	D	E	F	G
FTE	POSITION TITLE						
46	TOTAL BENEFITS			\$ 0			
TOTAL SALARIES, BENEFITS, PROGRAM & ADMIN				\$ 0	\$ 0.00	\$ 0.00	#DIV/0!
B.	A	B	C	D	E	F	G
1	PROGRAM MATERIALS/SUPPLIES			\$ 0			
2	PARTICIPANT SUPPORT/INCENTIVES			\$ 0			
3	PARTICIPANT TRANSPORTATION			\$ 0			
4	FOOD EXPENSE FOR CLASSES/MEETINGS			\$ 0			
5	STAFF DEVELOPMENT/TRAINING			\$ 0			
6	EMPLOYEE MILEAGE/TRAVEL			\$ 0			
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			\$ 0			
16	INSURANCE / TAXES / LICENSES			\$ 0			
17	PROFESSIONAL SERVICES/CONSULTANTS						
	PROFESSIONAL SERVICES - SUBTOTAL			\$ -	\$ -	\$ -	
18	INDIRECT COSTS (AS APPROVED)				\$ -		
TOTAL SERVICES/SUPPLIES				\$ 0	\$ 0.00	\$ 0.00	#DIV/0!
C.	A	B	C	D	E	F	G
SUBCONTRACTS - AGENCY NAME							
1	Child Care Resource Center			\$ 88,000	\$ 88,000	\$ 88,000	100.00%
TOTAL SUBCONTRACTS				\$ 88,000	\$ 88,000	\$ 88,000	100.00%
TOTAL PROJECT BUDGET				\$ 88,000	\$ 88,000	\$ 88,000	100.00%
First 5 Funding %				100.00%	0.00%	0.00%	
Administrative Cost %				100.00%	100.00%	0.00%	

BUDGET NARRATIVE - SALARIES & BENEFITS

AGENCY NAME San Bernardino County Preschool Services Department

CONTRACT # EC028

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
1								

Line	Listing of Covered Benefits	Total	Other	Other Funding	Donated	First 5 Costs	Narrative
46							
TOTAL SALARIES & BENEFITS		\$ -	\$ -		\$ -	\$ -	

BUDGET NARRATIVE - SERVICES & SUPPLIES

AGENCY NAME San Bernardino County Preschool Services Department

CONTRACT # EC028

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
1	PROGRAM MATERIALS/SUPPLIES	\$ -	\$ -		\$ -	\$ -	
2	PARTICIPANT SUPPORT/INCENTIVES	\$ -	\$ -		\$ -	\$ -	
3	PARTICIPANT TRANSPORTATION	\$ -	\$ -		\$ -	\$ -	
4	FOOD EXPENSE FOR CLASSES/MEETINGS	\$ -	\$ -		\$ -	\$ -	
5	STAFF DEVELOPMENT/TRAINING	\$ -	\$ -		\$ -	\$ -	
6	EMPLOYEE MILEAGE/TRAVEL	\$ -	\$ -		\$ -	\$ -	
7	ADVERTISEMENTS	\$ -	\$ -		\$ -	\$ -	
8	PRINTING	\$ -	\$ -		\$ -	\$ -	
9	POSTAGE	\$ -	\$ -		\$ -	\$ -	
10	SUBSCRIPTIONS	\$ -	\$ -		\$ -	\$ -	
11	OFFICE SUPPLIES	\$ -	\$ -		\$ -	\$ -	
12	OFFICE EQUIPMENT	\$ -	\$ -		\$ -	\$ -	
13	RENT/LEASE BUILDING	\$ -	\$ -		\$ -	\$ -	
14	BUILDING/EQUIPMENT MAINTENANCE	\$ -	\$ -		\$ -	\$ -	
15	UTILITIES	\$ -	\$ -		\$ -	\$ -	
16	INSURANCE / TAXES / LICENSES	\$ -	\$ -		\$ -	\$ -	
17	PROFESSIONAL SERVICES - SUBTOTAL	\$ -	\$ -		\$ -	\$ -	
18	INDIRECT COSTS (AS APPROVED)	\$ -	\$ -		\$ -	\$ -	
	TOTAL SERVICES & SUPPLIES	\$ -	\$ -		\$ -	\$ -	

BUDGET NARRATIVE - SUBCONTRACTORS

AGENCY NAME San Bernardino County Preschool Services Department

CONTRACT # EC028

Line	Subcontractor	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for subcontractors)
1	Child Care Resource Center (CCRC)	\$ 88,000	\$ -		\$ -	\$ 88,000	These funds will serve as a non-federal contribution to the EHS-CCP project, for: Personnel (including Salary & Benefits) – 2.0 FTE – Coaches 0.75 FTE – Supervisor Supplies – Curriculum Fees & Materials Other supplies Other – For various trainings including: Classroom Assessment Scoring System (Toddler), Classroom Assessment Scoring System (Pre-K), Family Child Care Environmental Rating Scale-Revised Edition, Infant/ Toddler Environmental Rating Scale-Revised Edition, etc. and Assessment Fees
TOTAL SUBCONTRACTORS		\$ 88,000	\$ -		\$ -	\$ 88,000	



**AGENDA ITEM 7
JANUARY 7, 2015**

Subject	Autism Assessment Center
Recommendations	Authorize Commission staff to negotiate a contract with Loma Linda University Research Affairs in support of the startup of the Autism Assessment Center of Excellence (AACE) in the Inland Empire in an amount not to exceed \$300,000 for Fiscal Year 2014/15. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Background Information	<p>It is estimated that one in fifty children has Autism Spectrum Disorder (ASD). The system to assess and treat these children is fragmented and contributes to delays in and inadequate service provision for these children and their families. Assessment and diagnosis can be reliably conducted at age 2, however, children in Riverside and San Bernardino Counties are not typically diagnosed until age 5 (age 7 for Latino children). The range of costs for treatment is \$40,000 - \$120,000 per child and health plans have previously been able to deny authorization for this treatment due to the lack of a validated assessment. System inadequacies lead to adverse lifelong impact to these children and families including increased medical care costs and reduced quality of life.</p> <p>Commercial health plans are legislatively required to provide ASD treatment, and with recent changes, such as with WIC Section 14132.56, to make Behavioral Health Treatment (BHT) a covered Medi-Cal service for children, it is anticipated that these same benefits will be provided under Medi-Cal in the future.</p> <p>Executive Director, Karen Scott has sat on the Inland Empire Autism Spectrum Disorder (ASD) Collaborative since October 2012. Dr. Peter Currie, Clinical Director of Behavioral Health with the Inland Empire Health Plan has served as the leader in this inter-agency collaboration. The Inland Empire ASD Collaborative was formed as the brain trust to develop solutions to the ASD problems. In partnership with Loma Linda University Department of Pediatrics, Inland Regional Center, Riverside County Office of Education, San Bernardino County Department of Behavioral Health, First 5 San Bernardino, First 5 Riverside, Children's Network, the Autism Society and others, the Autism Assessment Center of Excellence (AACE) was born!</p> <p>The goal has been to put the child at the "center" and align our efforts to develop a comprehensive assessment that will form the basis for the treatment and education plan that can be utilized across all of our agencies to meet the individual child's needs. An added benefit for the Center of Excellence relates to the complex diagnostic challenges that ASD presents. Utilizing this model for the comprehensive assessment will touch children who may have been misdiagnosed and when done early, can assist in getting the correct treatment plan in place for each child.</p> <p>The launch of this specialized Autism Assessment Center for Excellence will provide required assessment services and serve as a "one stop", multi-disciplinary autism assessment center for children of both Counties. The collaborative has created a non-profit agency to operate the assessment center, has created a business plan,</p>

bylaws, and identified a facility in Loma Linda. Loma Linda University Research Affairs agrees to serve as the fiscal agent.

An initial budget of \$2,075,530 in costs with \$1,080,000 in revenue was proposed for operation of the AACE in the first year. Cash flow projections indicated that the AACE required about \$700,000 in working capital to start. IEHP has committed \$100,000 toward working capital needs and \$700,000 for initial assessments. The center is expected to be self-sustaining within two years of opening.

The estimated target for center opening is the First Quarter of 2015. Funding requested is only needed for the first year.

Dr. Currie and Roger Uminski, Director of Health Administration with IEHP, were asked to submit for Commission consideration, a formal funding proposal/request and budget for startup funding needed for the first year.

Summary: IEHP is requesting that the Commission allocate \$300,000 for first year operating and startup costs as follows:

(Start-up costs and proposed funding sources)

	F5 SB	F5 RIV	IEHP
Personnel	\$60,000	\$60,000	\$53,880
Operating Costs	\$62,545	\$62,545	
Lease Expense	\$85,753	\$85,753	
Exam Room Furnishings	\$7,537	\$7,537	
Office Furnishings	\$50,000	\$50,000	
Marketing/Outreach	\$34,165	\$34,165	
A/V Equipment			\$17,000
Fiscal Agent			\$29,120
Total	\$300,000	\$300,000	\$100,000

Staff recommendation is to 1) Initiate and finalize negotiations with Loma Linda University Research Affairs for startup costs related to the establishment of an Autism Assessment Center in the Inland Empire, 2) Subject to legal review, bring forth a contract for Commission approval in an amount not to exceed \$300,000 for the period covering January 1, 2015 through June 30, 2015.

Supporting this project ensures that per the First 5 San Bernardino Strategic Plan, the Commission can participate in collaborations that support the health and development of young children and their families and engage in long term systems change and capacity building processes that will produce results within a shorter term that impact the quality, availability and accessibility of needed services in San Bernardino County. And finally, making long-term sustainable system changes helps diminish the impact of declining Prop 10 revenues as set forth in our **Strategic Priority Area (SPA) 2**.

SPA 2: Systems and Networks – supporting systems serving children prenatal through age 5, their families and communities that result in sustainable and

collective impact.

Financial Impact

\$300,000 budgeted for FY 2014/15

Review

Regina Coleman, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:



**AGENDA ITEM 8
JANUARY 7, 2015**

Subject	Housing Authority Systems Support – No Child Left Unsheltered
Recommendations	Authorize Commission staff to negotiate a contract with Housing Authority of the County of San Bernardino (HACSB) in support of their No Child Left Unsheltered initiative, in an amount not to exceed \$50,000 for Fiscal Year 2014/15. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Background Information	<p>In recent years, the Commission has learned of the unusually high prevalence of homelessness affecting children as young as the 0-5 population in San Bernardino County. Although recent “point in time counts” have not been able to establish it, through collaborative relationships with the Interagency Council on Homelessness, the Homeless Provider Network and the San Bernardino County Superintendent of Schools, First 5 SB understands there may be as many as 30,000 - 32,000 children (birth-18) that would be considered homeless in the broadest definition of what constitutes homelessness. The issue is so pervasive that Senator Dianne Feinstein has been involved, asking for and committing to support solutions to this crisis for the children and families of San Bernardino County. The San Bernardino County Board of Supervisors in turn supports SB 2653 – The Homeless Children and Youth Act of 2014, originated from Senator Feinstein's office. The First 5 San Bernardino Commission strives to ensure that families have access to resources and environments that support the total wellness and education attainment of the child that they are able to achieve their optimal potential in school and in life.</p> <p>The SB County Superintendent of Schools maintains contacts with the homeless liaisons serving the 33 school districts. These liaisons work within the very limited resources and support systems to provide assistance to homeless families throughout the County. The issue for First 5 San Bernardino is that the homeless circumstance of these children generally only surface if a child is enrolled in the K-12 system, State Preschool or Head Start programs. Here to now, children ages 0-5 are mostly identified “incidentally,” usually as siblings in those families who have emerged as needing services.</p> <p>No Child Left Unsheltered (NCLU) is an innovative initiative launched by the Housing Authority of the County of San Bernardino in 2013 which aims to permanently end the tragedy of unsheltered children in San Bernardino County. This small but powerful program has the potential to create a stable family environment, improve educational and social advancement of children and parents, and advance the economic well-being of the family. HACSB has ambitiously launched this new initiative without any additional funds to do so in the hopes of attracting philanthropic funds or demonstration grants that fit this powerful, unique approach to sheltering all children.</p> <p>To ensure the success of the family and help promote long term stability with no return to the streets, key partners such as the school district(s), multi-denominational faith-based organizations, and staff from HACSB's affiliate nonprofit, KEYS, Inc., are providing customized supportive and wraparound</p>

services and resources. The faith-based organizations operate a program called “Welcome Home” to provide immediate furnishings and support. All partners oversee and coordinate direct physical and mental health services.

The collaborative nature of the NCLU strategy ensures several types of responses can be made available for the families who are identified as unsheltered and chronically homeless by designated referring agencies, including schools, police, fire, non-profits, hospitals, etc.

HACSB has developed a true system for meeting the needs of our County’s constituents. In fact, their operation is being considered a best practice in other regions, and other states such as Washington are looking to replicate the model of service.

In response to this homelessness of young children, and the affects it has on the child’s health and early development, First 5 San Bernardino “earmarked” a small investment in its last budgeting cycle with the intent to integrate funding into a reliable, responsive system of care with the goal of strengthening families and improving outcomes for children. Authorization to negotiate a contract with HACSB in support of their No Child Left Unsheltered initiative, in an amount not to exceed \$50,000 for Fiscal Year 2014/15 will ensure response specific to the 0-5 population, strengthen the overall housing system of care, allow leveraging of other funding, and promote collective impact with the scarce resources currently available to the system.

Financial Impact

\$50,000 budgeted for FY 2014/15

Review

Regina Coleman, Commission Counsel

Report on Action as taken	
Action:	
Moved: _____	Second: _____
In Favor:	
Opposed:	
Abstained:	
Comments: _____	
Witnessed:	