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# Agenda: Children and Families Commission 05-2017

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

Meeting date, time, and place

**BUDGET WORKSHOP** 

May 3, 2017

2:00 p.m. to 3:15 p.m.

**Commission Conference Center** 

**COMMISSION MEETING** 

May 3, 2017

3:30 p.m. to 5:00 p.m.

**Commission Conference Center** 

Pledge of Allegiance

Chair or designee will lead the Pledge of Allegiance

SPECIAL PRESENTATION

None

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

Conflict of Interest Disclosure

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

Legislative Report by Chekesha Gilliam

Government Relations Analyst, County Administrative Office

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.

Item No.	CONSENT ITEM
1	Approve Minutes of April 5, 2017 Commission Meeting.
Į.	(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	<ul> <li>a. Approve employment contract between the County of San Bernardino, Children and Families Commission, and Gilbert Cervantes, Office Assistant II, for an annual cost of \$41,340 (\$27,560 Salary, \$13,780 Benefits) for the period of May 27, 2017 through May 26, 2020.</li> <li>b. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contract for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.</li> <li>c. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution.</li> <li>(Presenter: Karen E. Scott, Executive Director, 252-4252)</li> </ul>

Item No.	DISCUSSION ITEM
3	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for Fiscal Years 2015-2020 to confirm the plan will be active for the forthcoming fiscal year.  (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
4	Continued from April 5, 2017 Commission Meeting Approve Amendment A1 to Contract Number IC029 with Vavrinek, Trine, Day & Co., LLP (VTD) to increase the contract amount by \$21,300 for a total of \$84,660 for Fiscal Year 2018-2019 to add accounting services to develop the financial statements for First 5 San Bernardino (F5SB).  (Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)
5	Approve Amendment to Fiscal Year Budget 2016-2017 to reallocate First 5 California (IMPACT) revenue by \$67,150 and transfer to line item "other revenue" from Orange County Office of Education by \$67,150 – transfer of funds will not affect overall budget for 2016-2017.  (Presenter Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
6	Authorize Executive Director to execute Letter of Intent and negotiate a contract to participate in the First 5 Service Corps (AmeriCorps) program for Fiscal Year 2017-2018 and authorize \$75,460 funding match for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2017-2018. (Presenter: Mary Jaquish, Program Supervisor, 252-4254)
7	Approve First 5 San Bernardino's (F5SB) continued support of the Reach Out and Read Initiative in partnership with the American Academy of Pediatrics, California Chapter 2 (AAP-CA2) to provide books for distribution to young children by pediatricians, not to exceed a total of \$159,533 for Fiscal Year 2017-2018.  (Presenter: Mary Jaquish, Program Supervisor, 252-4254)
8	Approve Contract HW056 with the County of San Bernardino Arrowhead Regional Medical Center for Fiscal Year 2017-2018 in the amount of \$222,038 to maintain asthma services for an additional year.  (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

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Agenda: Children and Families Commission 05-2017

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Item No.	INFORMATION ITEM						
9	Update regarding partnership with Prevent Child Abuse California (PCA CA) to implement the Nurturing Parenting Program (NPP) by AmeriCorps service members in San Bernardino County and Intent to Release Request for Applications (RFA). (Presenter: Mary Jaquish, Program Supervisor, 252-4254).						

# **Public Comment**

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

# Commissioner Roundtable

Open to comments by the Commissioners

Next Meeting at First 5 San Bernardino

Wednesday, June 7, 2017 - 3:30 p.m. to 5:00 p.m.

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: MAY 3, 2017

**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	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	Vavrinek, Trine, Day & Company, LLP	David Showalter Partner	N/A	N/A
5	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A
8	County of San Bernardino Arrowhead Regional Medical Center	Robert A. Lovingood First District Supervisor Chairman of the Board of Supervisors	N/A	Supervisor Ramos
9	N/A	N/A	N/A	N/A



# Minutes: Children and Families Commission Meeting

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

Meeting Date, Time and Location Commission Meeting April 5, 2017 - 3:30 p.m. First 5 San Bernardino

Pledge of Allegiance

The Pledge of Allegiance was led by Chair Ohikhuare

# SPECIAL PRESENTATION

Commissioner Swearing-In Ceremony: James Ramos, Third District Supervisor

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
- Stacy Iverson
- Maxwell Ohikhuare, M.D.
- James Ramos
- Paul Vargas
- Elliot Weinstein, M.D.

### **Staff Present**

- · Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Mary Jaquish, Supervisor
- Scott McGrath, Supervisor
- Staci Scranton, Supervising Office Assistant
- Sophie Akins, Commission Counsel
- Amanda Ferguson, Staff Analyst II
- Victor Hernandez, Staff Analyst II
- William Kariuki, Staff Analyst II

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Walid Wahba, Staff Analyst II

# Changes to the Agenda

Ann Calkins, Commission Clerk, announced the following changes/corrections:

Consent Item #1: Minutes approved today are from the January 4, 2017 meeting, **not** March 1st as posted in the agenda.

Consent Item #3: Which reads in part ..."Approve Amendment **No. 3** to Bylaws..." should read Amendment **No. 2**.

## Report – Executive Director

## Welcome Back, Supervisor Ramos

It is wonderful to welcome Supervisor Ramos back to the First 5 San Bernardino Commission. Your leadership will be very much valued.

#### Adieu to Commissioner Stacy Iverson

It is with great sadness that we bid adieu to our Stacy Iverson. I credit most of what I know about First 5 to Stacy. She was a great teacher and mentor to me when I joined the organization before she moved on to other things. Stacy gave back to the Commission, continuing to provide leadership in roles as Commission Chair and Advisory Committee Vice-Chair. Thank you, Stacy. As this is her last meeting with us, we will give her a proper "de-commission" to close out today's meeting.

The process to fill the Commission seat vacancy will begin next week.

# **April is Child Abuse Prevention Month**

Declared by presidential proclamation in 1983.

During this month and throughout the year, First 5 San Bernardino is dedicated to supporting families to reduce the risk of child abuse and neglect. There are many activities supporting the organized efforts of child abuse prevention in the County such as:

- Children's Network, 19th Annual Shine-A-Light on Child Abuse Prevention Awards Breakfast scheduled for April 6 at the National Orange Show.
- CASA "Heart of a Hero" run on April 29 at Glen Helen Regional Park.
- Children's Fund, 5th Annual "Children Are Our Future" event on Tuesday, April 11 at San Manuel Stadium.

The consequences of abuse and neglect can be profound and can last long into the life cycle. San Bernardino County stands strong in ensuring our children are safe, healthy, nurtured and eager to learn and succeed in school and in life. The First 5 Commission set a shining example of what can be accomplished by investing in young children and their families. One in 3 children in our County is a "First 5 Kid", touched in some way by our initiatives, our services, our contract providers and systems of support.

# **Baby Box**

So have you heard about the Baby Box and its Parenting Education Program? The Baby Box Co launched the free giveaway of Baby Boxes throughout the state of California in September 2017. Baby Boxes serve as a safe sleep space for infants up to 6 months of age. The Baby Boxes typically include the safe-sleep certified Baby Box itself, mattress, mattress protector, and fitted sheet. The resources to support new parents includes wipes, diapers, baby shampoo and body wash, nursing pads, nursing cream, onesies, waterproof diaper tote bag, and Vroom brain-building tip cards from

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The Bezos Family Foundation. This Baby Box tradition came out of Finland and is being offered world-wide as a strategy to reduce infant mortality from sleep deaths.

Many of the State's First 5s are showing interest and a Baby Box Webinar is scheduled for April 12th at 3 p.m.

### Key event - Footsteps2Brilliance

First 5 San Bernardino is proud to partner with the San Bernardino County Superintendent of Schools, San Bernardino County Preschool Services and Children's Fund to host the launch of Footsteps2Brilliance on Wednesday, April 19 at the San Bernardino County Government Center.

#### Government Relations Analyst - Chekesha Gilliam

Thank you to Chekesha Gilliam for her Legislative Report to the Commission today. I would like to recognize the CAO's office and Ms. Gilliam's willingness to provide this level of collaborative service to our community, through this meeting, on a regular basis.

### **Legislative Update**

Every year, the First 5 Association's Advocacy Committee, of which I am a member, votes to take positions on legislation. Taking a collective position helps guide the Association's advocacy work for the current legislative session and decisions to take a supportive or opposition stance on bills.

The Association tracks bills in six categories of our Policy Agenda:

- 1) Family Strengthening
- 2) Early Identification & Intervention
- 3) Oral Health
- 4) Quality Early Learning
- 5) Systems Sustainability & Reach
- Tobacco Cessation

Because marijuana is now legal (through the passage of Proposition 64), and because the Association and Advocacy Committee would like to be able to take positions on relative bills, the Association recommends expanding Policy Agenda, Item 6 from "Tobacco Cessation" to "Tobacco & Marijuana Regulation".

Many of our commissions have been the leaders on educating the public on the public health impact of marijuana, especially during pregnancy. Furthermore, many legislators are interested in safely keeping marijuana products away from children and are introducing legislation to further regulate adult use marijuana. Vote on this recommendation to expand the Policy Agenda item will take place at the next Advocacy Committee meeting.

The Association Advocacy Committee took votes on several bills last month and provided letters of support. The Association shares a monthly "Bill Tracker" document which I share with you Commissioners and our valuable County partners. Having the First 5 Association support a bill is a "big" collective voice for children prenatal through age 5 and their families. The current bill tracker includes 18 "support" bills. The ones that most affect us here locally in the Inland Region and with our collective impact, systems building partners are:

AB 60 – Subsidized Child Care and Development Services: allowing a minimum 12 Month Eligibility Period and updating eligibility rules to the most recent State median income.

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AB273 – Child Care Services Eligibility – enabling families to receive child care subsidy if they meet a new or expanded need requirement.

AB 15 – Denti-Cal Reimbursement Rates – would require the DHCS to increase provider reimbursement rates for the 15 most common prevention, treatment, and oral evaluation services to the regional average commercial rates.

AB 753 – Denti-Cal Improved Access – would appropriate \$191 million to Denti-Cal services from Prop 56 funding to increase reimbursement s rates for the 20 most common pediatric diagnostic, and restorative services.

The passage of Proposition 56, by statewide voters in November, marked the first time in more than 20 years that California approved significant tobacco control legislation. Also, for the first time, California tobacco laws changed the definition of "other tobacco products" in state law to include electronic cigarettes and now taxation is applied to ecigarettes, which by the way have become increasingly popular, especially among teens and young adults. Rounding out the approved tobacco legislation from last year was the State lawmakers raising the age from 18 to 21 to purchase tobacco products.

Prop 56 added an additional \$2.00 tax, bringing the total tobacco tax up to \$2.87 per pack of cigarettes. Now at \$2.87, California has the ninth highest cigarette tax in the country. That's well below New York's \$4.35 tax but significantly above states such as Missouri, which charges 17 cents a pack.

Raising the price of tobacco is "the single most effective way to reduce tobacco use," according to a June 2016 report by the federal Centers for Disease Control and Prevention. It said higher costs have been shown to deter people from starting to smoke, encourage more smokers to quit and "reduce the prevalence and intensity" of tobacco use by adolescents and adults.

Although it seems contrary to our existence - the very action that generates our revenue, First 5's have always strived to ensure focus on cessation of tobacco use as a primary strategy to improve the health and lives of young children and their families.

Based on these tobacco bills, the estimated local annual impact on the First 5 San Bernardino Commission revenue is as follows:

Impact of raising the smoking age to 21 -\$1,200,347
Backfill w/in Prop 56 from revenue generated on e-cigarettes +\$1,469,213

A cap imposed on the BOE for their Annual Licensing Fee Program +\$225,279 Yielding a net impact amount of .....\$494,145

There is currently a ballot measure discussion for services for children 0-to-5 going on throughout the State with an organization called Funding the Next Generation. They are hosting a meeting in Alameda, along with the First 5 Association on April 20th. They plan to discuss strategies specific to campaigns and measures for young children, an overview of successful measures around the country addressing needs of young children, public opinion and political strategies, and options and choices in developing such measures.

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# **Dental Transformation Initiative**

Recap – from the Inland Empire Region; F5SB and First 5 Riverside were one of the 15 awardees granted approval for funding under the competitive Dental Transformation Initiative – Local Dental Pilot Project grant. \$740 million (\$148 million annually) for 5 years was available to support oral health initiatives.

The total requested in our First 5 application was \$13.7 million (\$13,755,907) with approximately \$10.9 million of that earmarked for partner and supporting entities to implement our two innovative strategies:

- A Virtual Dental Home System in community settings linking to FQHCs; and
- Testing and utilizing an Early Childhood Oral Health Assessment (ECOHA)
  designed for non-dental providers, administered through strategically located
  workforce and connects children to care coordination and dental homes.
- The goal in both strategies includes tracking all the way to actually receiving services.

An update will be presented to the Commissioners next month.

# **Help Me Grow**

After 5 years of planning and strategizing, Help Me Grow is finally going to happen in our region, with First 5 SB and First 5 Riverside collaborating once again, and this time in partnership with Loma Linda University Children's Hospital. We gained valuable insight from the consultants our Commission's hired to complete a feasibility study for us as well as incredible support and mentorship from the Children and Families Commission of Orange County and their partnership with CHOC – Children's Hospital of Orange County. We anticipate coming back to the Commission in the next few months for approval, most likely for a short term planning grant.

# Save the Date

Wednesday, May 3, 2017, beginning with a Budget Workshop from 2:00 to 3:15 p.m. Regular Commission Meeting will follow at 3:30 p.m.

#### **Quarterly Report**

Given to Commissioners.

# Report – Advisory Committee

The last Advisory Committee meeting was held on Thursday, January 26 at this office.

At that meeting, Advisory members elected a Vice Chair (Stacy Iverson) and heard presentations on the following topics:

- Asthma and the Blue Zones
- Strengthening Systems
- First 5 Program Update
- First 5 Local Outcomes Report

The next meeting is scheduled for April 20, 11:30 a.m., at this location.

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# Consent

A motion was made by Commissioner Weinstein and seconded by Commissioner Vargas to approve the Consent Item. With Commissioner Thomas absent, and without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve Minutes of January 4, 2017 Commission Meeting.
'	(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Approve Amendment A4 for CFC 03-01 Policy Commission Rules of Order.
2	(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
	Approve Amendment No 2 to Bylaws for Children and Families Commission for San
3	Bernardino County.
	(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
	Conduct Public Hearing on California Children and Families Commission Annual Report Fiscal Year 2015-2016. (Presenter: Scott McGrath, Supervisor, 252-4259)
4	The Public Hearing was conducted highlighting the support and work of the State First 5 Commission related to Developmental Screenings and Services, and also included reports on the First 5 Revenue, First 5 IMPACT and Tobacco Cessation resources
	Commissioners were directed to Page 31 for First 5 San Bernardino's CARES Plus County Example as well as other highlights on Page 47. The Commission was also informed that First 5 California will continue to build on this year's successes and continue working toward the underlying Strategic Plan goal to ensure all children prenatal through age 5 have the resources, foundation, and systems of support they need to thrive.
	No public comments were presented on this item.
	Approve Contract Number IC032 with Harder+Company Community Research in the total amount of \$1,068,180 for Fiscal Years 2017-2020 to provide external evaluation, consultation and professional services.  (Presenter: Scott McGrath, Supervisor, 252-4259)
5	Discussion None
	Public Comment None A motion was made by Commissioner Iverson and seconded by Commissioner Hill to approve Item 5. With Commissioner Thomas absent and without further comment or objection, motion carried by unanimous vote.
	Approve Contract IC031 with Persimmony International, Inc. in the total amount of \$466,170 for Fiscal Years 2017-2020. (Presenter: Scott McGrath, Supervisor, 909-252-4259)
6	<u>Discussion</u> None
	Public Comment None

April 5, 2017 Page 7 of 8

	A motion was made by Commissioner Iverson and seconded by Commissioner
	Ramos to approve Item 6. With Commissioner Thomas absent and without further
	comment or objection, motion carried by unanimous vote.
	Continued to May 3, 2017 Commission Meeting
	Approve Amendment A1 to Contract Number IC029 with Vavrinek, Trine, Day & Co.,
7	LLP (VTD) to increase the contract amount by \$21,300 for a total of \$84,660 for Fiscal
/	Year 2018-2019 to add accounting services to develop the financial statements for
	First 5 San Bernardino (F5SB).
	(Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)
	Approve Contract Amendments for the Family and Community Support Partnerships
	(FCSP) - Family Support Services (FSS) Contracts (RFP 14-02) for Fiscal Year 2018-
	2020 in the amount of \$4,840,700 for a cumulative total amount for Fiscal Years 2015
	through 2020 of \$16,561,113 with the following:
	A. Bear Valley Community Healthcare District, Contract FS066 A1, in the total
	amount of \$544,394.
	B. El Sol Neighborhood Education Center, Contract FS068 A1, in the total
	amount of \$919,212.
	C. Moses House Ministries, Contract FS070 A1, in the total amount of \$897,220.
	D. Parents Anonymous, Contract FS071 A1, in the total amount of \$844,748.
	E. Reach Out, Contract FS072 A1, in the total amount of \$1,014,272.
	F. St. Joseph Health-St. Mary, Contract FS073 A1, in the total amount of
	\$620,854.
	(Presenter: Mary Jaquish, Supervisor, 252-4254)
	Discussion
8	Commissioner Ramos asked if the coverage of the county is adequate with the type
	of funding the Commission is approving. Ms. Jaquish answered, yes. For instance, El
	Sol is serving rural communities in Barstow, Trona, Baker and other outlying smaller
	areas. Needles has a center-based program. There may also be opportunities to
	work with the tribal community, as well. All communities are covered, from Trona to
	the west side to the mountain communities.
	the west side to the mountain communico.
	Chair Ohikhuare stated he would be interested in the data that is generated from these
	agencies.
	Public Comment
	None
	A motion was made by Commissioner Ramos and seconded by Commissioner Vargas
	to approve Item 8. With Commissioner Thomas absent and without further comment
	or objection, motion carried by unanimous vote.

# Special Presentation

Commissioner Swearing-Out Ceremony: Stacy Iverson

# **Public Comment**

Dr. Lisa Pion-Berlin, Parents Anonymous, Inc.

# Commissioner Roundtable

Commissioner Iverson expressed her gratitude and appreciation for First 5 staff and the Commission and for the opportunity to serve the children of San Bernardino County. Commissioner Hill thanked the staff for their continuous hard work.

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Commission Clerk



# AGENDA ITEM 2 MAY 3, 2017

#### Subject

# Employment Contract - Gilbert Cervantes, Office Assistant II

# Recommendations

- a. Approve employment contract between the County of San Bernardino, Children and Families Commission, and Gilbert Cervantes, Office Assistant II, for an annual cost of \$41,340 (\$27,560 Salary, \$13,780 Benefits) for the period of May 27, 2017 through May 26, 2020.
- b. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contract for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.
- c. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution.

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

# **Financial Impact**

Approval of this item does not impact Discretionary General Funding (Net County Cost). The total annual cost of \$41,340 is fully reimbursed by the Children and Families Commission's (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission's 2016-17 budget and will be included in future recommended budgets.

# Background Information

The Commission has a vacancy for one Office Assistant II position. The Office Assistant II performs clerical duties and receives, processes, and directs incoming telephone and mail communications. The recommended employment contract will be effective May 27, 2017 and shall remain in effect through May 26, 2020, subject to the termination provisions of the contract.

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

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

# **PROCUREMENT**

At the request of the Commission, Human Resources provided a certification list of 71 eligible candidates for the Office Assistant II position. Seven qualified candidates were interviewed between March 17, 2017 and March 27, 2017 by the Supervising Office Assistant and the Administrative Supervisor.

# AGENDA ITEM 2 MAY 3, 2017 PAGE 2

Based on his experience and pending Commission approval, First 5 staff recommends an employment contract with Gilbert Cervantes as an Office Assistant II at a starting salary of \$13.25 per hour.

Authorization is requested for the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contract for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate the contract at any time without cause with 14 days' prior written notice to the other party. The County may terminate the contract immediately for just cause.

**Review** 

This item has been reviewed by Human Resources (Mark DeBoer, Human Resources Employment Division Chief, 387-5564) on April 18, 2017; County Counsel (Cynthia O'Neill, Deputy County Counsel, 387-5455) on April 19, 2017; Human Services Contracts (Tanya Bratton, Deputy Executive Officer, 388-0280) on April 18, 2017; Finance (John Hallen, Administrative Analyst, 388-0208) on April 27, 2017; and County Finance and Administration (Tanya Bratton, Deputy Executive Officer, 388-0280) on May 1, 2017.

Report on Action as to	ken	
Action:		
Moved:	Second:	
In Favor:		
Opposed:		
Abstained:		
Comments:		
Witnessed:		

# FOR COUNTY USE ONLY



# F A S STANDARD CONTRACT

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Children and Families			FY	Α	mount		I/D FY	Amount I/D			
Commission											
Office Assistant II											
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THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, the Children and Families Commission, hereinafter called the Commission, and

Gilbert Cervantes		hereinafter called Contractor		
Address				
Address on file				
Telephone	Federal ID No. or Social Security No.			
( ) -	·			

# IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County and the Commission desire to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

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

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

Auditor-Controller/Treasurer/Tax Collector Use Only				
ase □ FAS				
Keyed By				

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VII	CONCLUSION	a

# I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

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

- A. Collect, enter, process, sort, and tabulate information according to departmental process and procedure which may involve a wide range of research, decision making, and discretion.
- B. Answer telephones, take and relay messages, and receive visitors.
- C. Provide general information, instruction, and assistance regarding programs and services to the public and other employees; answer questions regarding specific departmental procedures and practices; provide information over the telephone and make appointments.
- D. Prepare/compile letters, memoranda, reports, file narratives, invoices, statements, warrant requests, charts, tables, claims, bills, payment vouchers, receipts, lists, schedules, appointments, supply orders, notices and statistical data, and other documents related to the area assigned.
- E. Request and accept records and other information from a variety of sources; input and maintain data into various database programs; post information from various reports and documents to appropriate records; audit and verify documents and other records for a variety of purposes to include accuracy, legality, and consistency.
- F. Operate a variety of office equipment such as computer terminals, calculators, fax machines, information and image management systems, copiers, sorters, viewers, and other office machines to enter and retrieve data, produce and/or process materials to include correspondence, memoranda, reports, numeric data, requisitions, tabulations, and statements.
- G. Maintain manual and computerized alphabetical, numerical or subject matter files; sort and file correspondence, bills, invoices, requisitions, demands, contracts, permits, applications, work orders, purchase orders, inter-office memoranda, and a wide variety of other documents, records and similar media; pull material from files; purge files as needed or scheduled.
- H. Receive and issue receipts for any fees and cash payments.
- I. Make mathematical calculations; assemble, tabulate, and compare financial and other data; compile a variety of data to include statements, claims, reports, and payroll data when needed.
- J. Schedule appointments and meetings for individuals and groups; notify attendees and prepare meeting material(s); make arrangements for room set-up and refreshments if required; and record meeting results.
- K. Assist in the training of other staff members as needed.
- L. Store and distribute office supplies; keep a record of supplies needed, received and issued; compare bills and invoices against order sheets or purchase orders and against receiving records; confer with vendors; order a variety of supplies, including community engagement supplies, equipment, and other items; log, check, and record the receipt and delivery of various purchases while maintaining the inventory.
- M. Prepare, compose, type, or assemble information into proper form from outlined instructions or established procedures, including letters, forms, records, and reports from rough drafts, marginal notes or verbal instructions; type bills, vouchers, receipts, lists, schedules, orders, notices, and statistical data.
- N. Transcribe a wide variety of dictation; file documents with the appropriate agency; maintain records in files or calendar books in accordance with departmental policies and procedures.
- O. Receive, sort and distribute mail.

- P. Perform other special projects and duties as assigned.
- Q. Provide vacation and temporary relief as required.
- R. Travel throughout the County as required.

### II. CONFLICT OF INTEREST

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

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

#### III. TERM

This Contract shall be effective May 27, 2017 and shall remain in effect through May 26, 2020, subject to the termination provisions below. The Assistant Executive Officer for Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

# IV. COMPENSATION OF CONTRACTOR

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

# A. SALARY RATE

Contractor shall be compensated for services at a rate of \$13.25 per hour not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% after each completion of 2,080 service hours and upon approval of the appointing authority, up to a maximum of \$16.89, based on a meets standards work performance evaluation. Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

#### B. OVERTIME

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

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

# C. <u>LEAVE PROVISIONS</u>

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

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

# D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$97.45	\$194.90
Employee + 1	\$167.28	\$334.57
Employee + 2	\$236.72	\$473.43

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only		
Employee + 1	\$4.73	Up to \$9.46
Employee + 2		

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Contractor shall not receive Flex Dollars if Contractor chooses to "opt-out" or "waive" from the County-sponsored health plans.

# E. <u>VISION CARE INSURANCE</u>

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

# F. LIFE INSURANCE

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

# G. ACCIDENTAL DEATH AND DISMEMBERMENT

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

# H. <u>EXPENSE REIMBURSEMENT</u>

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

# I. RETIREMENT PLAN

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

# J. RETIREMENT MEDICAL TRUST ("Trust")

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

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

# K. SALARY SAVINGS PLAN

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

# L. <u>DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA)</u> PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

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

### M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by

law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

# N. SHORT TERM DISABILITY

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

# O. <u>BENEFITS UPON TERMINATION OF CONTRACT</u>

# Contractor Separated from County Service

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

# Contractor to Regular County Employment

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

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

#### Contractor to New Contract Position

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

# V. GENERAL PROVISIONS RELATING TO CONTRACTOR

# A. TOUR OF DUTY

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

#### B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to

employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and the Commission's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

# C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

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

# D. USE OF PRIVATE VEHICLE

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

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

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

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

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

# E. EVIDENCE OF ELIGIBILITY TO WORK

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

# F. DIRECT DEPOSIT

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

# G. MISCELLANEOUS

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

# VI. REIMBURSEMENT AND INDEMNIFICATION

- A. The Commission agrees to reimburse the County for total compensation cost of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

# VII. CONCLUSION

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

## **COUNTY OF SAN BERNARDINO**

<b>&gt;</b>		By _►				
Robert A. Lovingood, Chairman, Board of Supervisors		(Authorized signature - sign in blue ink)				
Dated:		Name				
SIGNED AND CERTIFIED THAT A COPY	OF THIS	(,	Print or type name of person signi	ng contract)		
DOCUMENT HAS BEEN DELIVERED TO		Title	Office Assistant II			
CHAIRMAN OF THE BOARD			(Print or Type)			
Laura H. Welch		Dated:	-			
Clerk of the Board of S of the County of San B						
Ву		Address	Address on file			
Deputy						
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Approved as to Legal Form	Reviewed by Contract	Compliance	Presented to BOS for	r Signature		
<b>&gt;</b>	<b>&gt;</b>		<b>•</b>			
Cynthia O'Neill, Deputy County Counsel	Tanya Bratton, Deputy	Executive Officer	CaSonya Thomas, A Human Services	ssistant Executive Officer for		
Date	Date		Date			

Revised 05/04/2015 Page 9 of 9



# AGENDA ITEM 3 MAY 3, 2017

Subject

Strategic Plan for Fiscal Years 2015-2020

Recommendations

Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for Fiscal Years 2015-2020 to confirm the plan will be active for the forthcoming fiscal year.

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

**Financial Impact** 

None

Background Information

The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131.

Section 130140 (a)(1)(D), (E)&(F) requires the County Commission to "review and/or adopt a new or revised county strategic plan, conduct the required public hearing and submit the adopted plan and any revisions to the State Commission" by July 1<sup>st</sup> of each year. This was last conducted on June 1, 2016.

The current Strategic Plan investment areas are defined as Strategic Priority Areas (SPA's):

• SPA 1: <u>Children and Families</u>

Goals: (1) Child Health, (2) Early Learning and (3) Family Support

SPA 2: Systems and Network

Goals: (1) Leadership as a Convener and Partner, (2) Capacity Building

With the assistance of the First 5 San Bernardino Advisory Committee, it has been determined that the current Strategic Plan as presented and approved by the Commission on June 1, 2016, is a reliable resource and properly reflects the Commission's current Vision and Mission. However, First 5 Staff recommends a few revisions to the 2016 adopted plan:

- On page 3, include a statement from the new Commission Chair, Dr. Maxwell Ohikhuare.
- On page 9, add the word Catalyst to Goal 2.1 Leadership as a Convener and Partner.
- On page 9, add the words *Develop* and *or coordinate* to the Activities listed in 2.1.b.
- On page 14, add the word Catalyst to Goal 2.1 Leadership as a Convener and Partner.
- On the back cover, revise to reflect Dr. Maxwell Ohikhuare serving as Commission Chair, Dr. Elliot Weinstein serving as Vice Chair and include Supervisor James Ramos as serving on the Commission.

AGENDA ITEM 3 MAY 3, 2017 PAGE 2

Upon completing this Public Hearing, the Strategic Plan with included minor revisions will be posted, printed and utilized for Fiscal Year 2017-2018 and will satisfy the Commission's requirements of California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131 for this period.

**Review** 

Sophie Akins, Commission Counsel

Report on Action as tak	en	
Action:		
Moved:	Second:	
In Favor:		
Opposed:		
Abstained:		
Comments:		
Witnessed:		



# AGENDA ITEM 4 MAY 3, 2017

Subject

Contract Amendment for Financial Statement Preparation Services with VTD, LLP

Recommendations

Approve Amendment A1 to Contract Number IC029 with Vavrinek, Trine, Day & Co., LLP (VTD) to increase the contract amount by \$21,300 for a total of \$84,660 for Fiscal Year 2018-2019 to add accounting services to develop the financial statements for First 5 San Bernardino (F5SB).

(Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)

**Financial Impact** 

\$21,300 for Fiscal Years 2017-2018 through 2018-2019.

Background Information

On June 1, 2016, the Commission approved a contract with Vavrinek, Trine, Day & Co., LLP (VTD) to conduct and prepare an Annual Audit and Report and render an opinion of the Commission's financial statements.

In prior years, F5SB has prepared the annual financial statements internally. Management reviewed the fiscal unit structure and determined for efficiency and consistency it would best serve F5SB if these duties were contracted out by the current auditors, VTD.

In accordance with *Government Auditing Standards*, the audit firm that audits the Commission is permitted to prepare the Commission's financial statements, given the following safeguards are in place:

The Commission will delegate an individual with the skills, knowledge and experience to effectively oversee the preparation of the financial statements. This individual should be knowledgeable of generally accepted accounting principles and/or routinely oversees the preparation of the Commission's financial statements. This individual will review and approve the financial statements and sign a management representation letter asserting the financial statements are presented in accordance with generally accepted accounting principles.

VTD will prepare the draft of the Commission's financial statements, and will subject the review of the financial statements to several internal quality control reviews, including an engagement manager review, an engagement partner review, and a quality control partner review. These additional reviews are in place to ensure the financial statements are prepared and presented in accordance with generally accepted accounting principles, and to meet the safeguard requirements of *Government Auditing Standards*. The recommendation is to add financial statement preparation services to VTD's contract for the preparation of F5SB's financial statements.

Review

Sophie Akins, Commission Counsel

AGENDA ITEM 4 May 3, 2017 PAGE 2

Report on Action as ta	ken		
Action:			
Moved:	Second:		
In Favor:			
Opposed:			
Abstained:			
Comments:			
Witnessed:			

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AND FAMILIES		Cindy Faulkner, Operations Manager				ayei	90	<u> </u>	<u>5-7700</u>			J04	,000,	
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THIS CONTRACT is ente Commission for San Berna												ne Childrer	n and Fan	nilies
Legal Name (hereinafter called the	e Co	ontract	or)											
Vavrinek, Trine, Day & Company,	, LL	.P												
Department/Division														
Address							Pr	ogran	n Addr	ess	(if diff	erent from leg	gal address):	
8270 Aspen Avenue							_							
Rancho Cucamonga, CA 91730														
Phone														
(909) 466-4410														
Federal ID No.														
95-264-8289														

# IT IS HEREBY AGREED AS FOLLOWS:

# **AMENDMENT NO. 1**

1. Paragraphs 4, 5 and 6 of Section II. SCOPE OF WORK AND DUE DATES are amended to read as follows:

# II. SCOPE OF WORK AND DUE DATES

- 4. Accounting Services Prepare Financial Statements
  - Prepare one draft for the Commission's initial review and use to prepare the management's discussion and analysis,

☐ Contract Database	□ FAS
Input Date	Keyed By

continued on next page

- A 2nd draft for the Commission's review, VTD QC Partner review, and the Auditor Controller's review (if needed), and
- A final (3rd) draft for the Commission's final review, approval and issuance. Additional drafts requested by the Commission beyond the three noted previously, may result in additional fees.

This fee includes the complete drafting of the report (the Commission is still responsible for preparing the Management's Discussion and Analysis), report production, and printing and binding. The Commission would still be responsible for the year end closing and preparing a final trial balance, from which we will use to produce the financial statements. Certain schedules and footnotes will also need to be provided by the Commission, consistent with our provided by client (PBC) listing.

In accordance with Government Auditing Standards, Contractor, as the auditor of the Commission, may prepare the Commission's financial statements pursuant to this Contract so long as the Parties meet the following requirements:

The Commission will delegate an individual with the skills, knowledge and experience to effectively oversee the preparation of the financial statements. This individual should be knowledgeable of generally accepted accounting principles and/or routinely oversees the preparation of the Commission's financial statements. This individual will review and approve the financial statements and sign a management representation letter asserting the financial statements are presented in accordance with generally accepted accounting principles.

Contractor will prepare the draft of the Commission's financial statements, and will subject the review of the financial statements to several internal quality control reviews, including an engagement manager review, an engagement partner review, and a quality control partner review. These additional reviews are in place to ensure the financial statements are prepared and presented in accordance with generally accepted accounting principles, and to meet the safeguard requirements of Government Auditing Standards.

#### Work Product

All work papers prepared in connection with the contractual services will remain the property of the successful Contractor(s); however, all reports rendered to the Commission are the exclusive property of the Commission and subject to its use and control.

# Project Considerations

The Contractor's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations (when applicable). The Contractor(s) will obtain, maintain and comply with all necessary government authorizations, permits, and licenses required to conduct its operations. In addition, the Contractor(s) will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Contractor's employees.

2. Paragraph 1. of Section IV, COMPENSATION, is amended to read as follows:

# IV. COMPENSATION

1. As total compensation for all services to be performed by Contractor under this contract, Commission shall pay Contractor an amount not to exceed \$20,900 for the audits and reviews for fiscal year ending June 30, 2016; \$31,400 for the audits and reviews for fiscal year ending June 30, 2017; and \$32,360 for the audits and reviews for fiscal year ending June 30, 2018. Partial payment is authorized on the basis of monthly progress billing. However, no more than 90% of each fiscal year's fee shall be paid before receipt of the final audit reports for such fiscal year.

<u>Summary of Fees</u> Summary of Fees is outlined in the budget, Attachment B and B-1

# **ATTACHMENTS:**

Attachment B-1 -The attached Budget for additional auditing services to complete financial statements are for FY 17-18 and FY 18-19 added to the Contract.

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

CHILDREN & FAMILIES COM SAN BERNARDINO COUNTY		VAVRINEK, T	RINE, DAY & COMPANY, LLP
		Legal Entity	
<b>&gt;</b>		<b>&gt;</b>	
Authorized Signature		Authorized Signature	gnature
Maxwell Ohikhuare, M.D.		David Sho	walter
Printed Name		Printed Name	
Commission Chair		Dowling	
Title		Partner Title	
Dated		 Dated	
Official Stamp			
Deviewed for Proceeding	Approved on	to Logal Form	Discounted to Commission for
Reviewed for Processing	Approved as	to Legal Form	Presented to Commission for Signature
<b>&gt;</b>	<b>•</b>		<b>&gt;</b>
Cindy Faulkner	Sophie Akins		Karen E. Scott
Operations Manager	Commission	Counsel	Executive Director
Date	Date		Date

# **Attachment B-1**

# Vavrinik Trine, Day & Company, LLP

Summary of Costs FY 17/18 FY 18/19 \$ 10,500 \$ 10,800

FY 2017/18 Staff level (List staff involved

	Standard	Estimated	
	Hourly	Hours	<b>Proposed Fees</b>
Partner	205	10	\$ 2,050
Manager	185	10	1,850
Supervisor	165	40	6,600
Total		60	\$ 10,500
Total cost not to exceed fees			\$ 10,500

FY 2018/19 Staff level (List staff involved

	Standard	Estimated	
	Hourly	Hours	<b>Proposed Fees</b>
Partner	210	10	\$ 2,100
Manager	190	10	1,900
Supervisor	170	40	6,800
Total		60	\$ 10,800
Total cost not to exceed fees			\$ 10,800



# AGENDA ITEM 5 MAY 3, 2017

Subject	
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Amendment to Fiscal Year Budget 2016-2017.

# Recommendations

Approve Amendment to Fiscal Year Budget 2016-2017 to reallocate First 5 California (IMPACT) revenue by \$67,150 and transfer to line item "other revenue" from Orange County Office of Education by \$67,150 – transfer of funds will not affect overall budget for 2016-2017.

(Presenter Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)

# **Financial Impact**

\$67,150 for Fiscal Year 2016-2017.

# Background Information

On November 2, 2016, the Commission approved an agreement between First 5 San Bernardino (F5SB) and the Orange County Office of Education who serves as the First 5 California Region 9 HUB lead.

Approval of this agreement allowed F5SB to receive its allocation of HUB funds in the amount of \$67,150 on an annual basis to support its Quality Rating Improvement System (QRIS) implementation and design from a regional approach.

The use of these funds is for QRIS database expenses, technical assistance, and travel costs to attend regional and state meetings. Associated costs have been budgeted and will be offset with HUB funds.

The recommendation to the Commission is to amend Fiscal Year Budget 2016-2017 as follows:

- reallocate First 5 California (IMPACT) revenue by \$67,150 from \$1,241,371 to \$1,174,221 and;
- increase "other revenue" from Orange County Office of Education by \$67,150 from \$6,950 to \$74,100. The transfer of funds will not affect the overall budget for 2016-2017.

#### **Review**

Sophie Akins, Commission Counsel

Report on Action as to	aken			
Action:				
Moved:	Second	<del>]:</del>		
In Favor:				
Opposed:				
Abstained:				
Comments:				
Witnessed:				



# AGENDA ITEM 6 MAY 3, 2017

Subject

Prevent Child Abuse California for AmeriCorps Service Contract 2017-2018

Recommendations

Authorize Executive Director to execute Letter of Intent and negotiate a contract to participate in the First 5 Service Corps (AmeriCorps) program for Fiscal Year 2017-2018 and authorize \$75,460 funding match for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2017-2018.

(Presenter: Mary Jaquish, Program Supervisor, 252-4254)

Financial Impact

\$75,460 for Fiscal Year 2017-2018.

Background Information

For the past eight years, First 5 San Bernardino (F5SB) has partnered with the Prevent Child Abuse California (PCA CA) AmeriCorps program by investing matching dollars to support positions providing school readiness activities in preschools throughout San Bernardino County. AmeriCorps State and National is a service program that grants funding to a broad network of public and nonprofit organizations to provide assistance in recruiting, training and supervising AmeriCorps members to meet critical community service needs.

F5SB staff seek to gain Commission approval to negotiate a contract to fund the match for Fiscal Year 2017-2018 for four (4) positions at 1700 hours each to provide a year round program. Members will continue to have presence in multiple preschools sites throughout the county promoting school readiness. The requirement for matching the federal dollars for F5SB is \$18,865 per full-time AmeriCorps member for an 11-month service term.

The Legal Applicant for the First 5 Service Corps (AmeriCorps) grant is the California Children and Families Foundation (CCAFF) which is the sister agency to the First 5 Association. Prevent Child Abuse California (PCA CA) provides intermediary services as outlined in a contract between PCA CA and CCAFF, but provides no funding for member costs. The AmeriCorps member cost is \$75,460 per year which includes Living Allowance, FICA, Workers Comp, Health Care, Background Checks, Payroll Processing, Data Collection Systems, Member Training Costs, Administrative Costs, Program Supplies and Education Award. The Federal contribution per year is \$18,865 per member. This amount includes healthcare coverage costs for members, approximately \$8,660 for the program year. If a member chooses not to elect healthcare coverage that amount will not be expended in this contract.

This requested funding would be allocated from the Commission's education service priority area (SPA 1), Goal 1.2 Early Learning.

Pending Commission approval, a contract with Prevent Child Abuse California will be presented to the Commission for approval at the July or August Commission Meeting.

Review

Sophie Akins, Commission Counsel

Report on Action as ta	ken	
Action:		
Moved:	Second:	
In Favor:		
Opposed:		
Abstained:		
Comments:		
Witnessed:		



May 3, 2017

Prevent Child Abuse California 4700 Roseville Road, Suite 102 North Highlands, CA 95660

Attn: Ian Hadley, First 5 Service Corps Project Manager

Re: Intent to participate in the First 5 Service Corps Program

#### Commissioners

Dear lan,

Maxwell Ohikhuare, M.D. Chair This letter is to express our intent to participate in the First 5 Service Corps program during the 2017/2018 program year with an anticipated start date of August 15<sup>th</sup>, 2017 or later. First 5 San Bernardino intends to recruit/enroll the following number of AmeriCorps members:

# of 900-HR Members:	0	# of 1,700-HR Members:	4
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Elliot Weinstein, M.D. Vice-Chair

First 5 San Bernardino understands and agrees that the cash match contribution for this slot allocation is \$75,460.00. First 5 San Bernardino further understands and agrees that it will be necessary to enter into contract with Prevent Child Abuse California, and that the contract will be submitted to First 5 San Bernardino in the immediate future. Once the contract has been executed, we agree to the invoicing schedule below:

Margaret Hill Commissioner

James Ramos Commissioner

CaSonya Thomas Commissioner

Paul Vargas Commissioner

Corresponding	Invoice to be Sent	Invoice due to	Amount Due*
Month(s)		PCA CA	
August 2017	First Week of August 2017	Net 30	\$9,200.00
September 2017	First Week of September 2017	Net 30	\$6,626.00
October 2017	First Week of October 2017	Net 30	\$6,626.00
November 2017	First Week of November 2017	Net 30	\$6,626.00
December 2017	First Week of December 2017	Net 30	\$6,626.00
January 2018	First Week of January 2018	Net 30	\$6,626.00
February 2018	First Week of February 2018	Net 30	\$6,626.00
March 2018	First Week of March 2018	Net 30	\$6,626.00
April 2018	First Week of April 2018	Net 30	\$6,626.00
May 2018	First Week of May 2018	Net 30	\$6,626.00
June 2018	First Week of June 2018	Net 30	\$6,626.00
		Total:	\$75,460.00

Sincerely,	
Signature	
Karen E. Scott Print Name	Executive Director Title

# EXHIBIT F ASSURANCES AND CERTIFICATIONS

#### I. ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- A. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- B. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- C. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
  - 1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
  - 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex:
  - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability;
  - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  - 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - 9. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and
  - 10. The requirements of any other nondiscrimination statute(s) which may apply to the application.

- G. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- I. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- J. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K. Will comply with environmental standards which may be prescribed pursuant to the following:
  - 1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - 2. Notification of violating facilities pursuant to EO 11738;
  - 3. Protection of wetlands pursuant to EO 11990;
  - 4. Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - 5. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.);
  - 6. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.);
  - 7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - 8. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- L. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-I et seq.).
- N. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- O. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- P. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Q. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- R. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.
- S. Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- T. Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion (except that the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project on the date the grant was awarded).
- U. Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to:
  - 1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
  - 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex:
  - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps;
  - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  - 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and
  - 9. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- V. Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from (1) the community served and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program.

- W. Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA.
- X. Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the state commission for the state in which the program operates.
- Y. Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed.
- Z. Will comply with the non-duplication and non-displacement requirements set out in section 177 of the National and Community Service Act of 1990, and in the 45 C.F.R. Chapter XXV § 2540.100.
- AA. Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in 45 CFR Chapter XXV § 2540.230.
- AB. Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform.
- AC. Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences.
- AD. Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of CNCS, conduct an internal evaluation of the program.
- AE. Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS.
- AF. Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation.

# II. CERTIFICATIONS

- A. Certification Debarment, Suspension, and Other Responsibility Matters
  This certification is required by the regulations implementing Executive Order
  12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510,
  Participants' responsibilities.
  - 1. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:
    - a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - b. Has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other 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 or records, making false statements, or receiving stolen property;
    - c. Is 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 (1) (b) of this certification, and
    - d. Has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default.
  - 2. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.
- B. Certification Drug-Free Workplace
  - This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 34 CFR Part 85, Section 85.615 and 85.620). As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief that the grantee will provide a drug-free workplace by:
  - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 2. Establishing a drug-free awareness program to inform employees about:
    - a. The dangers of drug abuse in the workplace,
    - b. The grantee's policy of maintaining a drug-free workplace.
    - c. Any available drug counseling, rehabilitation, and employee assistance programs, and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):
- 4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement, and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- 5. Notifying us within ten days after receiving notice under subparagraph (d) from an employee or otherwise receiving actual notice of such conviction;
- 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d), with respect to any employee who is so convicted
  - a. Taking appropriate personnel action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1) through (7).
- C. Certification Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- D. Erroneous Certification or Assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

E. Notice of Error in Certification or Assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

F. Definitions

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a "prospective primary participant in a covered transaction" as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.

G. Assurance Requirement for Subgrant Agreements

You agree by signing this Contract that you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

H. Assurance Inclusion in Subgrant Agreements

You agree by signing this Contract that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

I. Assurance of Subgrant Principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

J. Non-Assurance in Subgrant Agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

K. Prudent Person Standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signature		Date	
Maxwell Ohikhuare, M.D.	First 5 Commission Chairman		
Print Name and Title	·		

# 2017/2018 SUBMISSION INSTRUCTIONS

THIS WORKBOOK CONTAINS ALL OF THE FORMS AND INSTRUCTIONS NECESSARY TO ENSURE A SUCCESSFUL CONTRACTING PROCESS.

# WE THANK YOU IN ADVANCE FOR YOUR PARTICIPATION!

CELLS FILLED IN YELLOW REQUIRE DATA ENTRY

# **IMPORTANT!**

# **DUNS NUMBER**

Pursuant to the 2015 General Terms and Conditions (for AmeriCorps Programs), you must provide PCA CA with your DUNS Number, which will then be included in your 2017-2018 AmeriCorps Contract. If you do not have a DUNS number, you can obtain one from Dun and Bradstreet, Inc. by calling 866-705-5711, or online at http://fedgov.dnb.com/webform. A DUNS Number is free to all businesses required to register with the Federal government for contracts or grants.

PCA CA cannot enter into contract with your agency without your DUNS number: please contact us if you need to obtain one.

# RISK ASSESSMENT

2 CFR Part 200 requires all recipients of Federal funding to complete a preaward risk assessment on each subrecipient prior to entering into subawards or subcontracts. The Administrative and Cost Principles apply to new subawards and subcontracts made after 12/26/2014. By answering the questions below, which are in alignment with Federal guidance, you will be helping PCA CA ensure compliance with the new requirements.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. IF YOU ARE UNCLEAR AS TO HOW TO PROCEED,
PLEASE CONTACT SHAWNTA ODUM ATSodum@thecapcenter.org or 916-244-1936

After completing the workbook and obtaining all supporting information (certificate(s) of insurance and audit), print each tab and sign/date where applicable. Place all items in an envelope, and mail to:

# PREVENT CHILD ABUSE CALIFORNIA 4700 ROSEVILLE ROAD, SUITE 102 NORTH HIGHLANDS, CA 95660

ATTN: SHAWNTA ODUM - PCA CA AMERICORPS SUBCONTRACTING

You must also submit your completed workbook via email to lan Hadley at sodum@thecapcenter.org

# 2017/2018 FIRST 5 SERVICE CORPS AGENCY INFORMATION

# **AGENCY INFORMATION**

Legal Name (Must match DUNS):	Children and Families Co	mmission for San Bernardino	County
DUNS Number:	841114882		<i>'</i>
Street Address:	735 E. Carnegie Drive, St	te. 150	
City:	San Bernardino		
State:	California		
ZIP+4:	92408-3574		
Main Contact/Title:	Mary Jaquish, Program S	upervisor	
Telephone:	(909) 252-4254		
Cell Phone:	none		
Email:	mjaquish@cfc.sbcounty.g	jov	
Fiscal Agency Name:	Same as above		
Fiscal Contact/Title:	Same as above		
Street Address:	Same as above		
City:	Same as above		
State:	Same as above		
ZIP+4:	Same as above		
Telephone:	Same as above		
Cell Phone:	Same as above		
Email:	Same as above		
Select Fiscal Year Start:	June	Select Fiscal Year End:	July

# 2017/2018 FIRST 5 SERVICE CORPS DOCUMENT CHECKLIST

# **AGENCY INFORMATION**

Lead Agend	cy Name:	Children and Families Commission for San Bernardino County	
DOCUMEN Included	TS CHEC	KLIST	
<b>✓</b>	14/74	Risk Assessment. TAB 3	
	<b>✓</b>	National Service Criminal History Check (ONLY IF CONTRIBUTING IN-KIND MATCH). TAB 4	
V		Match and Match Certification. TAB 6	
<b>V</b>		Professional Liability Insurance Certification, if applicable. TAB 7	
<b>V</b>		eGrants User Access Form. <b>TAB 8</b>	
<b>V</b>		Partnership Form(s). Complete one form for your own agency, and one form for each service site. TAB 9	
<b>V</b>		Disaster and Emergency Response Information. TAB 10	
		Labor Organization Certification. TAB 11	
	<b>V</b>	Labor Union Concurrence, if applicable. <b>TAB 12</b>	
<b>V</b>		Electronic copy of your agency's most recent audited financials, or A-133 (if applicable).	
<b>V</b>		Performance Measure Targets. <b>TAB 14</b>	
PREPARED	D BY:	Mary Jaquish, Program Supervisor	
		SIGNATURE	

# 2017/2018 FIRST 5 SERVICE CORPS RISK ASSESSMENT

2 CFR Part 200 requires all recipients of Federal funding to complete a pre-award risk assessment on each subrecipient prior to entering into subawards or subcontracts. The Administrative and Cost Principles apply to new subawards and subcontracts made after 12/26/2014. By answering the questions below, which are in alignment with Federal guidance, you will be helping PCA CA ensure compliance with the new requirements.

ensure compliance with the new requirements.							
AGENCY INFORMATION Lead Agency Name: Children a	nd Families C	Commissio	n for San Be	rnardino Co	punty		
Agency's Contract Experience:							
Types of Contract (check all that a							
`	Yes	No	Not Sure	N/A	Experience in Years		
AmeriCorps	<b>✓</b>				3-10		
Other Federal	<b>✓</b>	$\Box$	$\overline{}$	$\overline{}$	<1		
State	<b>√</b>		H	H	10 or more		
=	\[\sqrt{\sq}\sqrt{\sq}}\sqrt{\sq}}}}}}}}}}}}} \signtimesept\signt{\sqrt{\sq}}}}}}}}} \end{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}}} \end{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}} \end{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}} \endigntimesept\end{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}} \sqrt{\sqrt		H	H			
Local		uile a Otla a u	<u> </u>	T: (-) :	10 or more		
Other (please describe:)	Briefly Desc	ribe Other	Contracting	rype(s) in			
	this box						
						_	
Program Complexity							
1. How many individuals are emp	loyed by your	agency?					22
2. On a scale of 1 to 5, what level							5
3. On a scale of 1 to 5, to what de	gree does yo	our agency	's manageme	ent understa	and the AmeriCorps prog	gram?	5
4. On a scale of 1 to 5, what is the						1?	5
<ol><li>How many of your agency prog</li></ol>							1
6. Does your agency maintain wri	tten policies a	and proced	lures regardi	ng the Ame	riCorps program, other t	han those provided	
by PCA CA?	0.1				1 / 10		Yes
7. If you answered "yes" to questi	on 6 how ofte	en are the p	policies and p	orocedures	updated?		As Needed
8. Does your agency have consis		ble interne	t access to e	nable webi	nar attendance and facili	tate online electronic	
timekeeping for AmeriCorps mem							Yes
9. On a scale of 1 to 5, how acces	•		an IT profess	sional who	can identify and resolve I	T issues that could	
impede your ability to communica							5
10. Will all AmeriCorps members							No
11. If you answered "no" to questi							Yes
12. If you answered "yes" to ques							Yes
13. If your agency works with mul							30
14. Will you contract with any other							Yes
15. If you answered "yes" to ques						Corps program?	1
16. Will some AmeriCorps memb							Yes
17. What percentage of the Servi							15%
18. Will an individual be designat							Yes
19. Are the facilities of all Service					serve from, computer, in	ternet access,	
telephone, etc.) to conduct and/or	deliver Ame	riCorps pro	ogram activiti	es?			Yes
Fiscal Complexity		41.					
Is your Agency fiscal departme							Yes
2. Have you been debarred or su							No
3. Does your Agency understand					to AmeriCorps program	s if a) authorized by	_
statute, or b) approved in writing b	by the federal	agency gr	anting the fu	inds?			5
AmeriCarne Drawrem Staff (as I	iotod in vous		budes)				
AmeriCorps Program Staff (as I Position	Tenure				Education	Describe Other	Education
Program Supervisor 10 or more No Bachelor's Degree Master in Business Adm ENTER TITLE					-ummolialion		
ENTER TITLE							
ENTER TITLE ENTER TITLE							
LIVILIVITIEL							
AmeriCorps Adminstrative/Fiscal Staff (ONLY if contributing In-Kind Match)							
Position Tenure Licensed/Certified Education Describe Other					Education		
ENTER TITLE							
ENTER TITLE							
ENTER TITLE							
ENTER TITLE							

**ENTER TITLE** 

# **CERTIFICATION**

I certify to the best of my knowledge and belief that this program assessment is correct and complete.

Karen E. Scott, Executive Director	
Authorized Certifying Official Name	Signature/Date

# 2017/2018 FIRST 5 SERVICE CORPS NATIONAL SERVICE CRIMINAL HISTORY CHECK AUTHORIZATION

EACH INDIVIDUAL PROVIDING SUPERVISION FOR AMERICORPS MEMBERS, AND LISTED AS PROVIDING IN-KIND SUPPORT, MUST COMPLETE THIS AUTHORIZATION <u>PRIOR</u> TO UNDERGOING A NATIONAL SERVICE CRIMINAL HISTORY CHECK.

EACH INDIVIDUAL MUST SUBMIT A COPY OF A GOVERNMENT-ISSUED PHOTO ID TO BE USED IN CONDUCTING THE NATIONAL SERVICE CRIMINAL HISTORY CHECK.

### AGENCY INFORMATION

Lead Agency Name:	Children and Families Commission for San Bernardino County
Service Site Name:	Not Applicable
Individual's Name:	

I authorize Prevent Child Abuse California ("PCA CA") to conduct a National Service Criminal History Check consisting of DOJ, FBI, and NSOPW information, and to notify my Lead Agency and/or Service Site as to whether or not I have met the criteria to remain eligible to work with the AmeriCorps program. I acknowledge that refusing to authorize the National Service Criminal History Check or making a false statement in connection with PCA CA's inquiry will disqualify me as ineligible to work with the AmeriCorps program. I understand that PCA CA will receive Subsequent Arrest Notification from the California Department of Justice in the event of my arrest, conviction of a crime, or detainment. Further, I understand that I will have the opportunity to review and challenge the factual accuracy of a result before an action is taken to exclude me from the position. I further understand that if I am subject to a State sex offender registration I will be deemed unsuitable to work with the AmeriCorps program.

Signature		
Date		

# 2017/2018 FIRST 5 SERVICE CORPS SUPPORTING DOCUMENTS

# **AGENCY INFORMATION**

Lead Agency Name: Children and Families Commission for San Bernardino County

## **SUPPORTING DOCUMENTS**

INSURANCE

Your insurance must be primary and non-contributory. All policies must provide thirty (30) days' written notice of cancellation or non-renewal to PCA CA. Insurance companies must be rated by A.M. Best as "A:VII" or better. No less than ten (10) business days prior to commencement of work under the Standard Contract, your agency must submit the following evidence of insurance to PCA CA:

V	Comprehensive General Liability Insurance which includes products/completed operations, independent contractors, contractual liability, and broad form property damage coverages with a combined single limit of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 aggregate.
	A separate endorsement showing that PCA CA is named as an additional insured on your Comprehensive General Liability Insurance must be submitted. The following types of additional endorsements are acceptable:
	ISO CG 2010 ISO CG 2037 ISO CG 2011 ISO CG 2011 ISO CG 2026 NIAC-E32 05 11, if insured by the Nonprofit Insurance Alliance of California ("NIAC") PI-GLD-HS (04/07), if insured by the Philadelphia Insurance Companies
	REQUIRED FROM ALL CONTRACTORS.
<b>V</b>	Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence. REQUIRED FROM ALL CONTRACTORS.
	Professional Liability Insurance or Errors and Omissions Insurance with a limit of not less than \$1,000,000. REQUIRED FROM ALL CONTRACTORS WHO EMPLOY LICENSED CLINICIANS/THERAPISTS OR PROVIDE COUNSELING SERVICES IN RELATION TO THIS CONTRACT. DIRECTORS AND OFFICERS INSURANCE WILL NOT SUBSTITUTE. If your agency does not employ licensed clinicians/therapists and does not provide counseling services in relation to this contract, you must complete and submit the Professional Liability Certification on tab 3.
PREPARE	D BY: Mary Jaquish, Program Supervisor
	SIGNATURE

# 2017/2018 FIRST 5 SERVICE CORPS MATCH & MATCH CERTIFICATION

# **AGENCY INFORMATION**

Lead Agency Name: Children and Families Commission for San Bernardino County

### **CASH MATCH**

Pleae review the information below, as it determines the amount of your 2017/2018 AmeriCorps Contract. Please make any change requests in writing to your project manager. Members who are serving through one Lead Agency and have the same Position Description should receive the same living allowance amount. Variations in Position Descriptions and/or living allowances must be approved by your project manager and PCA CA's Chief Program Officer.

Term of Service	Tier	# of Members	Living Allowance	Non-Refundable Member Enrollment Cost	Total Non-Refundable Member Enrollment	Cash Match	Total Cash Match
	1		\$12,630	\$2,300	Cost \$0.00	\$7,050	\$0
1700	2		\$16,900	+ /		. ,	\$0
	3	4	\$20,000	• /		\$16,565	\$75,460
	1		\$6,695	\$1,300	\$0.00	\$3,410	\$0
900	2		\$8,950	\$1,300	\$0.00	\$6,320	\$0
	3		\$10,600	\$1,300	\$0.00	\$8,450	\$0
				Subtotal Non- Refundable Member Enrollment Cost=	\$9,200.00	Maximum Amount of AmeriCorps Contract=	\$75,460

# 2017/2018 FIRST 5 SERVICE CORPS MATCH & MATCH CERTIFICATION

<b>AGEI</b>	<b>UCY</b>	INF	ΙΔΤ	ION
AGLI	4 C I	1141		IVIN

Lead Agency Name: Children and Families Commission for San Bernardino County

### NON-FEDERAL CASH MATCH CONTRIBUTION

Please indicate below the various grants by name, funding sources by name, and amounts of non-federal cash match that your agency will contribute toward this AmeriCorps program:

SOURCE	AMOUNT
Proposition 10 Tobacco Tax	\$75,460
	<b>A 75</b> 400 00
Subtotal	\$ 75,460.00

### FEDERAL MATCH CONTRIBUTION (NON-CNCS), IF APPLICABLE

Please indicate below the various sources and amounts of **FEDERAL FUNDS** that your agency will contribute toward this AmeriCorps program as match. **FEDERAL FUNDS** may only be used as match to AmeriCorps programs if a) authorized by statute, or b) approved in writing by the federal agency granting the funds. For each entry below, you must submit evidence that the **FEDERAL FUNDS** are authorized by statute as match, or the written approval of the federal agency granting the funds.

NAME OF FEDERAL AGENCY	GRANT OR CONTRACT NUMBER	CFDA OR "N/A" IF CONTRACT	AMOUNT
		Subtota	I \$ -

### IN-KIND CONTRIBUTION, IF APPLICABLE

Please indicate staff members of Lead Agency and/or Service Site(s) who will be responsible for supervision of AmeriCorps members. You must provide the following information for each staff member: total annual salary per budget and percentage of time allocated to AmeriCorps. NOTE: AMOUNTS LISTED IN THIS SECTION CANNOT ALSO BE MATCHED TO ANY OTHER FEDERALLY FUNDED PROGRAM, NOR CAN THEY BE PAID BY THE FEDERAL GOVERNMENT UNDER ANY OTHER AWARD, EXCEPT WHERE AUTHORIZED BY FEDERAL STATUE TO BE USED FOR COST SHARING OR MATCHING.

STAFF MEMBER	STAFF TITLE	ANNUAL SALARY	% OF TIME	VALUE	
				\$	-
				\$	-
				\$	-
		•	Subtotal	\$	

## **CERTIFICATION**

I certify to the best of my knowledge and belief that this report is correct and complete.

Karen E. Scott, Executive Director	
Authorized Certifying Official Name	

Signature/Date

(909) 386-7706

Telephone Number (with extension, if applicable)

# 2017/2018 FIRST 5 SERVICE CORPS PROFESSIONAL LIABILITY INSURANCE CERTIFICATION

	e of the boxes below: and Families Commission for San Bernardino County	
	<b>EMPLOYS</b> licensed clinicians and/or therapists, and/or <b>PROVIDES</b> the AmeriCorps Contract with PCA CA for the AmeriCorps program. Insurance is listed on a certificate of insurance, which will be submit (10) business days prior to commencement of work under the contra	As such, Professional Liability ted to PCA CA no less than ten
	By signing this certification, I acknowledge my understanding of the acknowledge that failure to provide proof of Professional Liability Ins delays, which may ultimately impact my agency's ability to participate	surance may result in contracting
<b>▽</b>	<b>DOES NOT EMPLOY</b> licensed clinicians and/or therapists, and <b>DOI</b> services in relation to the Standard Contract with PCA CA for the An	· ·
	SIGNATURE OF CERTIFYING OFFICIAL	DATE
	Karen E. Scott, Executive Director	
	NAME AND TITLE	

# 2017/2018 FIRST 5 SERVICE CORPS eGRANTS USER ACCESS FORM

PLEASE IDENTIFY AND PROVIDE CONTACT INFORMATION FOR YOUR AGENCY'S STAFF WHO WILL ACCESS THE eGRANTS SYSTEM (CNCS' ONLINE AMERICORPS DATABASE). NOTE: THIS INFORMATION MUST BE UPDATED IMMEDIATELY AND SENT TO PCA CA FOLLOWING ANY CHANGES IN LISTED USERS.

# **AGENCY INFORMATION**

AGENCY INFORMAT	ION
Lead Agency Name:	Children and Families Commission for San Bernardino County
Street Address:	735 E. Carnegie Drive, Ste. 150
City:	San Bernardino
State:	California
ZIP:	92408-3574
DDIMARY HOED	
PRIMARY USER	
Staff Name:	Mary Jaquish
Title:	Program Supervisor
Phone 1:	(909) 386-7706
Phone 2:	
Email:	mjaquish@cfc.sbcounty.gov
SECONDARY USER	
Staff Name:	
Title:	
Phone 1:	
Phone 2:	
Email:	
PREPARED BY:	Mary Jaquish, Program Supervisor

SIGNATURE

DATE

# 2017/2018 FIRST 5 SERVICE CORPS AMERICORPS PARTNERSHIP FORM

## **AGENCY INFORMATION**

Lead Agency Name:	Children and Families Commission for San Bernardino County
Street Address:	735 E. Carnegie Drive, Ste. 150
City:	San Bernardino
	California
Zip:	92408-3574

PARTNERSHIP INFORMATION	
Partner Organization Name:	San Bernardino County Preschool Services Department
First Name:	Joseph
Middle Name:	
Last Name:	Prologo
Contact Organization Name:	
Title:	Program Manager
Address:	662 S. Tippecanoe Avenue
City:	San Bernardino
State:	CA
ZIP+4:	92415-2046
Phone:	(909) 383-2043
Fax:	(909) 383-2086
County:	San Bernardino
Email:	jprologo@psd.sbcounty.gov
Website:	http://hss.sbcounty.gov/psd/

# SITE PLACEMENT INFORMATION (IF APPLICABLE)

Is this a Placement Site?	Yes
Is this a Placement Site that is also a School	
Improvement Grant School (SIG) and/or	
Priority School identified by the CA	
Department of Education?	No
If "yes," enter the NCES School ID:	
# of 900-Hour Members:	
# of 1700-Hour Members:	4
Site Supervisor:	TBD
MSY Awarded:	4

# PARTNER RESOURCES

Support Type:	
Financial Type:	
Cash Type:	
Amount:	
Description:	

# PARTNER ORGANIZATION INFO

CNCS-AMC National Direct		CNCS-CalServe Program
CNCS-Foster Grandparent		CNCS-LSA - CBO
CNCS-LSA - Higher Ed		CNCS-NCCC
CNCS-Retired Senior Volunteer Program		CNCS-Senior Companion
CNCS-VISTA		Education (K-12)-County Office of Ed.
Education (K-12)-Elementary School		Education (K-12)-High School
		Education (K-12)-School Association
		Higher Education-Community College
Higher Education-CSU		Higher Education-Higher Ed Association
Higher Education-Independent College		Higher Education-UC
		Media Organization-Local Radio
Media Organization-Local TV		Media Organization-National Print
Media Organization-National Radio		Media Organization-National TV
Media Organization-State Print		Non-Profit OrgCivic Organization
Non-Profit OrgDirect Service Provider		Non-Profit OrgFaith Based Organization
Non-Profit OrgLocal Conservation Corps		Non-Profit OrgNon-Profit Association
Non-Profit OrgPolicy and Advocacy		Non-Profit OrgVolunteer Center
Other		Private Sector-Business Donations
Private Sector-Corporate Volunteer Program		Private Sector-Foundations
Private Sector-Private Sector Association		Public Sector-County Agency
Public Sector-Elected Official		Public Sector-Local Agency
Public Sector-State Agency		
	CNCS-Foster Grandparent CNCS-LSA - Higher Ed CNCS-Retired Senior Volunteer Program CNCS-VISTA Education (K-12)-Elementary School Education (K-12)-School District Higher Education-CSU Higher Education-Independent College Media Organization-Local Print Media Organization-Local TV Media Organization-National Radio Media Organization-State Print Non-Profit OrgDirect Service Provider Non-Profit OrgLocal Conservation Corps Non-Profit OrgPolicy and Advocacy Other Private Sector-Corporate Volunteer Program Private Sector-Private Sector Association Public Sector-Elected Official	CNCS-Foster Grandparent CNCS-LSA - Higher Ed CNCS-Retired Senior Volunteer Program CNCS-VISTA Education (K-12)-Elementary School Education (K-12)-School District Higher Education-CSU Higher Education-Independent College Media Organization-Local Print Media Organization-Local TV Media Organization-State Print Non-Profit OrgDirect Service Provider Non-Profit OrgLocal Conservation Corps Non-Profit OrgPolicy and Advocacy Other Private Sector-Corporate Volunteer Program Private Sector-Elected Official

# 2017/2018 FIRST 5 SERVICE CORPS DISASTER & EMERGENCY RESPONSE INFORMATION

### PLEASE SUBMIT A COMPLETE RECORD FOR EACH COMMUNITY THAT YOU SERVE

Δ	G	FI	N	C١	1	I٨	П	F	n	R	N	IΔ	T	n	۸

Lead Agency Name:	Children and Families Commission for San Bernardino County
Street Address:	735 E. Carnegie Drive, Ste. 150
City:	San Bernardino
State:	California
ZIP+4:	92408-3574

Program Name:	First 5 Service Corps
Community Served:	San Bernardino County

# PRIMARY EMERGENCY COORDINATOR INFORMATION

First Name:	Staci
Last Name:	Scranton
Title:	Supervising Office Assistant
Street Address:	735 E. Carnegie Drive, Ste. 150
City:	San Bernardino
State:	CA
ZIP+4:	92408-3574
Email:	sscranton@cfc.sbcounty.gov
Business Phone:	(909) 252-4282
Business Fax	(909) 386-7703
Cell Phone	
Home Phone	

### SECONDARY EMERGENCY COORDINATOR INFORMATION

First Name:	Mary
Last Name:	Jaquish
Title:	Program Supervisor
Street Address:	735 E. Carnegie Drive, Ste. 150
City:	San Bernardino
State:	CA
ZIP+4:	92408-3574
Email:	mjaquish@cfc.sbcounty.gov
Business Phone:	(909) 252-4254
Business Fax:	(909) 386-7703
Cell Phone	
Home Phone	

HAVE YOUR MEMBE	K2 KECEIVED IK	AINING IN SAFETY AND EMERGENCY F	KESPONSE?
✓ YES	☐ NO		

IF YES, PLEASE DESCRIBE THE TRAI	NING AND THE DATE BY WHICH THEY WILL HAVE COMPLETED IT:
Both, upon hire. Mandatory training.	

# 2017/2018 FIRST 5 SERVICE CORPS DISASTER & EMERGENCY RESPONSE INFORMATION

PLEASE SUBMIT A COMPLETE RECORD FOR EACH COMMUNITY THAT YOU SERVE

# **AGENCY INFORMATION**

Lead Agency Name:	Children and Families Commission for San Bernardino County
Street Address:	735 E. Carnegie Drive, Ste. 150
City:	San Bernardino
State:	California
ZIP+4:	92408-3574

## WHAT SAFETY AND EMERGENCY RESPONSE RESOURCES DOES YOUR PROGRAM HAVE ACCESS TO?

WHAT OAI ETT AND EMERGENOT REST STOCK RESOURCES DOES TOOK TROOKAM HAVE ASSESS TO
Each staff member has an emergency kit complete with first aid supplies, food and water. Safety drills are
conducted at minimum annually.
IS YOUR PROGRAM ABLE TO OFFER RESOURCES OR ASSISTANCE (INCLUDING MEMBER SERVICE
TIME) TO ASSIST WITH A LOCAL DISASTER OR INCIDENT IN YOUR COMMUNITY?
YES NO
IS YOUR PROGRAM ABLE TO OFFER RESOURCES OR ASSISTANCE (INCLUDING MEMBER SERVICE
TIME) TO ASSIST WITH A DISASTER OR INCIDENT IN ANOTHER PART OF CALIFORNIA?
✓ YES NO

# 2017/2018 LABOR ORGANIZATION CERTIFICATION

LEAD AGI	ENCY NAME:	<b>Children and Families Commis</b>	sion for San Bernardino County
PROGRAI	M NAME:	First 5 Service Corps	
	APPLICANT MUST CHECK	AT LEAST ONE OF THE BOXES	AND SIGN BELOW
	THE PROGRAM APPLICANT IS THE WRITTEN CONCURRENCE EMPLOYEES OF THE SERVICE SUBSTANTALLY SIMILAR WOR	URRENCE REQUIRED AND OBT SERVING AS THE SERVICE SPO E OF ANY LOCAL LABOR ORGAN SPONSOR WHO ARE ENGAGED K AS THAT PROPOSED TO BE O	ONSOR, AND HAS OBTAINED NIZATION REPRESENTING D IN THE SAME OR CARRIED OUT.
	WITH THE APPROPRIATE LOCA EMPLOYEES IN THE AREA WHO PROPOSED TO BE CARRIED O FEDERAL NONDISPLACEMENT 12637. (42 U.S.C. § 12583(C)(2)	ULTATION REQUIRED F PARTICIPANTS, PROGRAM AP AL LABOR ORGANIZATIONS, IF A O ARE ENGAGED IN THE SAME UT BY SUCH PROGRAM TO ENS REQUIREMENTS, AS SET FOR A DOCUMENTATION SHOWING I APPLICANT AND IS AVAILABL	ANY, REPRESENTING OR SIMILAR WORK AS THAT SURE COMPLIANCE WITH THE TH AT 42 U.S.C. SECTION S SUCH CONSULTATION IS
✓	CONSULTATION REQUIRED THE PROGRAM APPLICANT IS CONCURRENCE, BECAUSE (1) LOCAL LABOR ORGANIZATION WHO ARE ENGAGED IN THE SA TO BE CARRIED OUT. THE PR WITH LABOR ORGANIZATIONS ORGANIZATIONS REPRESENT	ON CONCURRENCE NOR LABO  NOT REQUIRED TO OBTAIN LAB  IT IS NOT THE SERVICE SPONS S REPRESENTING EMPLOYEES  AME OR SUBSTANTIALLY SIMILA  OGRAM APPLICANT IS ALSO NO , BECAUSE THERE ARE NO APPLICANT IS ALSO NO ING EMPLOYEES IN THE AREA NO HAT PROPOSED TO BE CARRIE	BOR ORGANIZATION SOR, OR (2) THERE ARE NO S OF THE SERVICE SPONSOR AR WORK AS THAT PROPOSED OT REQUIRED TO CONSULT PROPRIATE LOCAL LABOR WHO ARE ENGAGED IN THE
	SIGNATURE OF APPLICANT RE		DATE
	Karen E. Scott, Executive Directo		

PRINT NAME AND TITLE OF PERSON SIGNING

# 2017/2018 FIRST 5 SERVICE CORPS LABOR UNION

NAME OF ORGANIZATION:	Children and Families	Commission for Sa	an Bernardino C	County	
NAME OF UNION(S):		NOT APPL	ICABLE		
(A) FOR ORGANIZATIONS WITH	I A LABOR UNION				
I,		REPRESENTATI\	/E/AGENT OF	THE ABOVE	
NAMED LABOR UNION DECLAR	E THAT THE PLACEM	ENT OF	PARTICIP	ANTS AT THE	
WORKSITES OPERATED BY				DO NOT AND	
WILL NOT INFRINGE ON THE R	IGHTS OF OTHERS T	O EMPLOYMENT	IN THE		
(00001)					
(ORGANIZATION)					
SIGNED (UNION REPRESENTAT	ΓΙVΕ/DELEGATE	<del>-</del>	DATE		_
·					
(B) FOR ORGANIZATION WITHOUT	OUT A LABOR UNION				
l,		POSITION HELD	A N. 11 7 A T. 10 A 1) 1 1 5	DEDV DEOLARE	
OFTHAT OUR WORKERS ARE NO	T LINIONIZED NOD AE	`	,	EREBY DECLARE	
ANY LABOR UNION.	I UNIONIZED NOR AR	RE THEY REPRES	ENTED BY OR	AFFILIATED WITH	
ANT LABOR UNION.					
SIGNED (REPRESENTATIVE OF	THE GOVERNMENT	AL ENTITY	DATE		_

### 2017/2018 FRIST 5 SC PERFORMANCE MEASURE TARGETS

### **AGENCY INFORMATION**

Lead Agency Name: 0

PLEASE SEE THE INSTRUCTION BELOW

**INSTRUCTIONS** 

The following information represents the Performance Measures that were submitted and approved by CaliforniaVolunteers and CNCS as part of the 2015/18 First 5 Service Corps proposal. As such, they reflect the statewide aggregate outputs and outcomes for the program. SUBCONTRACTOR is responsible for meeting its specific outputs and outcomes, a subset of the aggregate values. The SUBCONTRACTOR Performance Measure targets are dependent upon the full enrollment of the number of AmeriCorps member position is included in this Contract. SUB CONTRACTOR shall vigorously pursue 100% retention of AmeriCorps members.

### PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS

Research indicates a child's early development of social emotional, literacy, and numeracy skills are critical for school success Economically disadvantaged children and/or children with exceptional needs, such as English language learners are most at-risk for academic failure as they lack access to quality early childhood education programs with linguistically appropriate instruction. Many lowincome or non-English speaking parents lack the knowledge/resources needed to play a critical role in their child's school succes

### EXPECTED RESULTS

Output (the amount of service provided, people served, products created, or programs developed through planned intervention):

Children and parents receive school readiness activities and services

Outcome (the changes or benefits that occur as a result of the intervention):

# Children meet age-appropriate developmental school readiness milestones. AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS

AmeriCorps members provide 25 economically disadvantaged children 35 hours of one-on-one GOLD Assessment school activities in social emotional, literacy, and numeracy. Members administer GOLD Assessment and develop an individualized Early Education Plan and deliver social emotional, literacy, and numeracy skills activities in classroom, small group, and one-on-one settings. Members provide parents of economically disadvantaged children 5 hours of workshops teaching the importance of and techniques for book sharing with children at home to develop family literacy routines. Members provide culturally and linguistically appropriate books and a DVD so parents read to their child for 20 minutes 3 times per week for 8 weeks, applying what they have learned.

#### MEASUREMENT TOOLS

PRIMARY PERFORMANCE MEASURE TARGETS

OUTPUT TARGETS

OUTPUT - Student Daily Contact Log to collect data on number of children who start and complete participation in an AmeriCorps Early Childhood Education Program, the number of hours that children receive skill-building services in social emotional, literacy, and/or numeracy. Members submit data in the online database monthly, Project Manager monitors quarterly. Completed by AmeriCorps members daily

OUTCOME - Teaching Strategies GOLD Assessment to collect data on the number of children that demonstrate social emotional, literacy, and/or numeracy skills. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members within the first 5 hours of service delivery, at 35 hours of service delivery, and at the end of the program year (year-long programs).

OUTCOME - Raising a Reader Parent Survey to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/per week for 8 weeks. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members at the onset of service delivery, and at the end of the service delivery.

# Economically disadvantaged children or children with exceptional needs that will start in a CNCS-supported early childhood education program.	2,250	80	
# Economically disadvantaged children or children with exceptional needs that will complete participation in a CNCS-supported early childhood education program.	1,920	80	These figures in Yellow are pre-populated from LAS' years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM
# Parents of economically disadvantaged children that <b>will begin</b> 5 hours of family literacy training on book sharing with their child.	800	0	MANAGER KNOW.
# Parents of economically disadvantaged children that will complete 5 hours of family literacy training on book sharing with their child.	480	0	
OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS	
Of 1,920 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, <b>1855 will meet</b> age appropriate school readiness milestones in one or more areas they had not initially met.	1,855	56	

PROGRAM OUPUT TARGETS

SUBCONTRACTOR-SPECIFIC

**OUTPUT TARGETS** 

# Children will demonstrate gains in school readiness in terms of These figures in Yellow are pre-populated from LAST social and/or emotional development. 1.145 56 years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM # Children will demonstrate gains in school readiness in terms of MANAGER KNOW. 1,245 56 literacy skills # Children will demonstrate gains in school readiness in terms of numeracy (math) skills. 1.000 56 Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with 336 0 their child, 15 will demonstrate improved family literacy behaviors

PRIMARY PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT

### NEED

Required

#### EXPECTED RESULTS

Engage Community Volunteers in Service

### MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS

Target population is all community members with a particular focus on Parents of the beneficiary children.

Members will recruit volunteers to serve in both ongoing and one-time community project opportunities. Parents of the program beneficiaries make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during instructional sessions to contribute to School Readiness activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase Service Site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days, and support with school readiness activities.

#### MEASUREMENT TOOLS

Volunteer Log to collect data on # of volunteers recruited for ongoing activities.

Volunteer Log to collect data on # of volunteers recruited for one-time activities.

Volunteer Log to collect data on # of volunteer hours for ongoing activities.

Volunteer Log to collect data on # of volunteer hours for one-time activities
PRIMARY PERFORMANCE MEASURE TARGETS

OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Volunteers recruited for ongoing activities.	220	4
# Volunteers recruited for one-time activities.	440	16
# Volunteer hours for ongoing activities.	1,320	52
# Volunteer hours for one-time activities.	880	36

These figures in Yellow are pre-populated from LAST years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.

### PRIMARY PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT

#### NEED

Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.

### EXPECTED RESULTS

Output (the amount of service provided, people served, products created, or programs developed through planned intervention):

Members receive the training to provide quality service to the community and to the children that they serve.

### Outcome (the changes or benefits that occur as a result of the intervention):

Members increase knowledge & skills, gain insight into the community, and experience the power of national service.

## MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS

PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.

Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars.

National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.

Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.

### MEASUREMENT TOOLS

Training Log and electronic timesheets to collect data on # of members and # of training hours.

Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year

PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
115	4
PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
70%	3 Members
	115 PROGRAM OUPUT TARGETS

These figures in Yellow are pre-populated from LAST years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.



# AGENDA ITEM 7 MAY 3, 2017

Subject

Continued Support of Reach Out and Read Initiative for Fiscal Year 2017-2018.

Recommendations

Approve First 5 San Bernardino's (F5SB) continued support of the Reach Out and Read Initiative in partnership with the American Academy of Pediatrics, California Chapter 2 (AAP-CA2) to provide books for distribution to young children by pediatricians, not to exceed a total of \$159,533 for Fiscal Year 2017-2018.

(Presenter: Mary Jaquish, Program Supervisor, 252-4254)

**Financial Impact** 

\$159,533 for period of July 1, 2017 through June 30, 2018.

Background Information

On January 6, 2016, the Commission approved \$250,000 to support a national evidence based literacy improvement intervention program countywide. The effort is in partnership with American Academy of Pediatrics, California Chapter 2 (AAP-CA2) and Reach Out and Read national, to provide eligible pediatricians with a service agreement for a supply of children's books to distribute during well-child check-ups for children 0-5. To date there are 45 pediatricians participating in the Reach Out and Read Initiative countywide. There is additional interest to roll-out this literacy program at Arrowhead Regional Medical Center, Beaver Medical Center, and other private local pediatricians.

This initiative aims to improve early learning and strengthen child literacy rates in the Inland Empire region offering literacy education resources which align with the County's Vision2Read campaign and Cradle to Career goals, both endorsed by the San Bernardino County Board of Supervisors.

Recognizing the value of and need for early literacy, F5SB partnered with the AAP - CA2 to bring pediatricians on board with adopting and implementing Reach Out and Read. This program uses the well-child checkups from 6 months to 5 years to connect reading as a vital practice in early development and provides families with books to build home libraries to instill a culture of reading. Recent child health data from kidsdata.org indicates that 98% of parents take their children to well-baby check-ups.

Reach Out and Read is an evidence-based intervention. Peer-reviewed and published studies show that literacy promoting interventions by a pediatrician using the Reach Out and Read model have a significant effect on parental behavior and attitudes toward reading aloud. Studies also show that parents who receive books and literacy counseling from their pediatricians are more likely to read to their young children and to bring more books into the home.

F5SB continues to prioritize steps to ensure that parents and caregivers are knowledgeable of and can utilize effective early learning resources in their child's development. An additional collective effort that supports this systems-wide goal is demonstrated by the partnership developed between the County Superintendent of Schools, San Bernardino County Preschool Services Department, Children's Fund and F5SB with the recently launched Footsteps2Brilliance program, an innovative early learning mobile technology platform that provides free access to early literacy activities to all families with children birth through pre-K, who reside in

San Bernardino County. Research shows that more than 80 percent of parents own smartphones or mobile devices. Reach Out and Read provides an additional support to this system of literacy improvement by ensuring children have actual books and home libraries to access when not using the mobile application. The child's pediatrician is "prescribing" that parents read aloud to their children and make reading a priority in their positive development.

Pending Commission approval, F5SB staff recommend the Commission continue their commitment to supporting early literacy by rolling over unexpended funds in the amount of \$159,533 from the January 6, 2016 Commission Meeting, Agenda Item 4. F5SB staff will work with the AAP-CA2 to develop strategies to sustain the Reach Out and Read initiative by identifying and linking resources for additional books to participating practices.

This initiative aligns with the First 5 San Bernardino's 2015-2020 Strategic Plan.

(SPA) 1: Children and Families - Goal 1.2 Early Learning
Objective 1.2.c: Parents and caregivers are engaged in children's learning.

**(SPA) 2: Systems and Network** - Goal: 2.1 Leadership as a Convener and Partner Objective 2.1a Systems and services effectively support and engage children, families and communities.

Review

Sophie Akins, Commission Counsel

Report on Action as t	aken	
Action:		
Moved:	Second:	
In Favor:		
Opposed:		
Abstained:		
Comments:		
Witnessed:		



# AGENDA ITEM 8 MAY 3, 2017

Subject

One year contract for countywide Asthma Screening and Services.

Recommendations

Approve Contract HW056 with the County of San Bernardino Arrowhead Regional Medical Center for Fiscal Year 2017-2018 in the amount of \$222,038 to maintain asthma services for an additional year.

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

**Financial Impact** 

\$222,038 for Fiscal Year 2017-2018.

Background Information

In the Spring of 2012, the Commission approved multiple contractors under Health Services (RFP 11-02) to support services under First 5 San Bernardino's health focus area. Among those approved was Arrowhead Regional Medical Center to provide early screening and intervention services for Asthma/Bronchitis.

The Strategic Plan allows us to support goals and programs that are sustainable, effective, and reach children and families most in need of services. The plan ensures that the specific objectives and strategies employed by the Commission yield the greatest outcomes for young children.

The framework of the 2015-2020 Strategic Plan ensures congruence and enhancement to the existing network of support services for families with children ages 0 to 5 throughout the County. It ensures that specific outcomes can be measured and ensures the Commission's support to sustainability under the health objectives.

One specific focus is on leveraging resources through partnerships at County, State and Federal levels to develop and coordinate systems. Key considerations include ensuring the Commission's ability to provide leadership and respond to opportunities within a changing context.

Approval of this contract will allow First 5 San Bernardino (F5SB) staff to maintain asthma services for an additional year to allow staff to plan and prepare a procurement that will support building a regional asthma model of care. This process will include F5SB county and community stakeholders and First 5 Riverside (F5R) who provide various areas of support for asthma care to ensure a broader collective impact. This one-year planning period will further allow the F5SB staff to reevaluate the objectives, identify and collaborate with other providers and resources, tighten alignment with the revised Strategic Plan and make recommendations that ensure funding is appropriately aligned and allocated with the Commissions' goals to operate more from a systems level.

The contractor/program listed above has been successful in meeting contract and target objectives in improving significant outcomes for children and families over the past three years. F5SB staff request approval of this contract for one year, ending June 30, 2018.

# AGENDA ITEM 8 MAY 3, 2017 PAGE 2

This contract supports SPA 1 of First 5 San Bernardino's Strategic Plan specifically, and Objective Activities for 1.1a, 1.1b and 1.1c:

# SPA 1: Children and Families - Goal 1.1: Child Health

Objective 1.1a: Families have access to resources and environments that support the total wellness of the child

Objective 1.1b: Families are knowledgeable of and utilize available resources to manage their health.

**Review** 

Sophie Akins, Commission Counsel

Report on Action as to	ken	
Action:		
Moved:	Second:	
In Favor:		
Opposed:		
Abstained:		
Comments:		
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Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)	
County of San Bernardino	
Department/Division	
Arrowhead Regional Medical Center	
Address	Program Address (if different from legal address):
400 North Pepper Avenue	
Colton, CA 92324	
Phone	
(909) 580-1000	
Federal ID No.	
05 6002749	

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				
	☐ Contract Database	☐ FAS		
	Input Date	Keyed By		

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	PROGRAM BUDGET	Attachment B
	PROGRAM WORK PLAN	Attachment A
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### I. DEFINITIONS

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

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

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

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

<u>Asthma:</u> 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.

<u>Basic Needs:</u> 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.

<u>C4Yourself:</u> 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.

<u>Capital Expenses:</u> 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.

<u>Care Coordination</u>: 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.

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

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

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

<u>Child Care Licensing:</u> 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.

<u>Child Development Permit Matrix:</u> 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.

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

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

<u>Dental Screening:</u> 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.

<u>Dental Treatment:</u> 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.

<u>Desired Results Development Profile (DRDP):</u> 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.

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

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

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

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

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

<u>Full Time Equivalent (FTE):</u> 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(I)(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 Federallyfunded 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.

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

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

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

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

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

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

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

<u>Overweight:</u> Is defined as a BMI at or above the 85<sup>th</sup> percentile and lower than the 95<sup>th</sup> 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.

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

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

<u>Participant Support:</u> 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.

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

<u>Perinatal Parent Education Program:</u> 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.

<u>Performance Target:</u> 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.

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

<u>Program Materials/Supplies:</u> 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.

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

<u>Quality Child Care:</u> Licensed child care and early learning programs (including home-based and centerbased 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.

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

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

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

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

**Rural Health Clinic (RHC):** Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.

<u>Satisfaction Survey:</u> 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.

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

<u>Staff Mileage/Travel:</u> 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.

<u>Strengthening Families™:</u> 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.

<u>Subcontractor</u>: 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.

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

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

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

<u>Women, Infants, and Children (WIC):</u> The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding

promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

# II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A - Program Work Plan and Attachment C - Requirements and Expectations. 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 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 by the Commission.
- C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- F. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

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

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

# F. Subcontracting

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

# G. Recordkeeping

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

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

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

## H. Change of Address

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

# I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position

as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

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

# J. Contractor Primary Contact

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

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

#### K. Responsiveness

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

#### L. Grievance Policy

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

## M. Governing Board

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

#### N. Confidentiality

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

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

#### O. Child Abuse Reporting

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

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

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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 ten (10) business days prior to the meeting.

#### S. Indemnification and Insurance Requirements

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

1. <u>Indemnification</u> – 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. <u>Additional Insured</u> 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. <u>Waiver of Subrogation Rights</u> 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. <u>Policies Primary and Non-Contributory</u> 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. <u>Severability of Interests</u> 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. <u>Acceptability of Insurance Carrier</u> 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. <u>Deductibles and Self-Insured Retention</u> 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. <a href="Insurance Review">Insurance Review</a> 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. <u>Workers' Compensation/Employers Liability</u> – 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. <u>Commercial/General Liability Insurance</u> 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. <u>Automobile Liability Insurance</u> 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. <u>Umbrella Liability Insurance</u> 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. <u>Professional Liability</u> 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

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

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

#### 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 Media Guidelines.

# 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: <a href="www.first5sanbernardino.org">www.first5sanbernardino.org</a>. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

#### Program Reports

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

Contractor agrees that failure to submit reports as specified will be sufficient cause for the

Commission to withhold any payment due until reporting requirements have been fulfilled.

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# Fiscal Reports

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

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

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

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# Asset Report

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

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

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#### 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

<u>EPA Regulations</u> - 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).

<u>State Energy Conservation Clause</u> - 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 (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
- 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

#### GG. Recycled Paper Products

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

#### IV. COMMISSION RESPONSIBILITIES

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

#### V. FISCAL PROVISIONS

#### A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$222,038 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 2017-18 \$\_222,038 \_\_\_ July 1, 2017 through June 30, 2018

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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.

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

# C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall

promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

#### D. Allowable Costs

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

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

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

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

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

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

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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 (2) Budget Revision Requests per fiscal year.

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

#### H. Budget Line Item Variance

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

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

#### I. Procurement

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

#### J. Fixed Assets

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

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

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

# K. Payor of Last Resort

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

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

#### L. Fiscal Record Keeping

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

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

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

#### C. Assistance by Contractor

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

# D. Independent Audit Provisions

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

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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 July 1, 2017 and expires June 30, 2018, 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 (1) additional one (1)-year period by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2018 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

#### IX. GENERAL PROVISIONS

#### A. Notices

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

**Contractor:** County of San Bernardino

Arrowhead Regional Medical Center

400 North Pepper Avenue

Colton, CA 92324

**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.

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 construes in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

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

A. Equal Employment Opportunity Program

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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.

# XI. CONCLUSION

- A. This Contract, consisting of 23 pages and Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMIS SAN BERNARDINO COUNTY	SION FOR	COUNTY OF SAN BERNARDINO				
		Legal Entity				
<b>&gt;</b>		<b>&gt;</b>				
Authorized Signature		Authorized Signa	ture			
Maxwell Ohikhuare, M.D.		Robert Lovin	good			
Printed Name		Printed Name				
Commission Chair		Chairman, Sa Supervisors	an Bernardino County Board of			
Title		Title				
Dated		Dated				
Official Stamp						
Reviewed for Processing	Approved as to I	_egal Form	Presented to Commission for Signature			
<b>&gt;</b>	<b>&gt;</b>		<b>&gt;</b>			
Cindy Faulkner	Sophie Akins		Karen E. Scott			
Operations Manager	Commission Cou	unsel	Executive Director			
Date	Date					

**SPA 1:** Children and Families

Goal 1.1: Child Health

**Objective 1.1.a:** Families have access to resources and environments that support the total wellness of the child

Objective 1.1.b: Families are knowledgeable of and utilize available resources to manage their health



Agency Name: <u>Arrowhead Regional Medical Center</u> **Contract #**: <u>HW056</u>

Program Name: Breathmobile Period: July 2017 – June 2018

Service Area: <u>Countywide</u>

Expectation	Support improved health outcomes for children 0-5 by supporting not only direct treatment services and expansion in capacity, but by also assisting parents/caregivers in navigating and receiving appropriate services.									
Outcome	150 children will receive Care Coordination and Developmen	ntal Screenings (Core)	400 children will receive Asthma Screenings and 240 parents will receive Asthma Education services (Aggregate)							
	Objective	Activity	Dosage	Verification						
Children will b	e healthy well-nourished and physically fit	Care Coordination	Varies	Asthma Assessments - 1 Pre (At program enrollment) - 1 Post (At program completion) Family Demographic						
Early screening	g and intervention for special needs	Developmental Screening	1 per child	ASQ-3 Completed within 30-45 calendar days of enrollment  Developmental Referral Assessment when applicable						
Children will be	e healthy well-nourished and physically fit	Asthma Screening	1 per child	Screening Packet						
Increased pare	ent knowledge of asthma effects	Asthma Education	1 per family	Education Packet						

Program	Description:
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Breathmobile travels to participating sites to treat children with asthma, including	g the 0-5 population. Visits include complete evaluation	n, examination, care plan and extensive patient-family education sessions.
--	--	--

Agency Rep Name:	 Data Type:	Core and Aggregate		
Agency Signature:	 Reporting Period:	Monthly and Quarterly	<u>Due:</u>	On the 15th of the following month
Date Signed:	 Period:	July 2017 – June 2018		

ATTACHMENT A

PROGRAM WORKPLAN



FISCAL YEAR: FY 2017-2018

PRO	GANIZATION: OGRAM TITLE: OLATIVE:	Arrowhead Regional Medical ( Respiratory Care Investing in Children Health	Center		DIRECTOR: PROGRAM D FINANCE OF		Laura Ellers Webster Wong, MD (Program Director) Frank Arambula				PROGRAM YEAR: TOTAL BUDGET: RFP/CONTRACT #:	2017-2018 \$ 222,038 HW056
LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS		Α	В	С	D	E	F	G	Н	1	J
	Name:	Position:										
_ 1	Laura Ellers	Director, Respiratory	0.25	48.13	520.00	0.54	25,027.60	13,514.90	38,542.50	154,170.02		Represents, organizes and directs all clinical and administrative aspects of the Breathmobile. Oversees all regulatory and compliance matters.
2	John Cadavona	Supervising RCP	0.25	32.02	520.00	0.54	16,650.40	8,991.22	25,641.62	102,566.46		Oversee daily operations, staffing, staff development and evaluation of all patient care activities to include clinic schedules.
_ 3	Karl Peterson	RCP II	0.25	29.79	520.00	0.50	15,490.80	7,745.40	23,236.20	92,944.80		Assess each patient's physical condition and evaluate all pertinent testing results in order to evaluate outcomes and adjust respiratory care to achieve patient care goals by providing treatment focused education.
_ 4	Josie Mancillas	RCP II	0.25	29.79	520.00	0.71	15,490.80	10,998.47	26,489.27	105,957.07		Assess each patient's physical condition and evaluate all pertinent testing results in order to evaluate outcomes and adjust respiratory care to achieve patient care goals by providing treatment focused education.
5	Nancy Glaab	LVN	0.25	22.50	520.00	0.69	11,700.00	8,073.00	19,773.00	79,092.00		Assess each patient's physical condition and evaluate all pertinent testing results in order to evaluate outcomes and adjust respiratory care to achieve patient care goals by providing treatment focused education.



FISCAL YEAR: FY 2017-2018

ORGANIZATION: Arrowhead Regional Medical Center DIRECTOR:			Laura Ellers				PROGRAM YEAR:	2017-2018				
PRO	OGRAM TITLE:	Respiratory Care			PROGRAM D	IRECTOR:	Webster Wong	g, MD (Program Dir	rector)		TOTAL BUDGET:	\$ 222,038
INI	TIATIVE:	Investing in Children Health			FINANCE OFF	ICER:	ER: Frank Arambula RI			RFP/CONTRACT #:	HW056	
LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	RATE F5SB SALARY F5SB BENEFITS F5SB BUDGET TOTAL SALARY			First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS		А	В	С	D	E	F	G	н	1	J
6	5 Mike Acevedo	OA II	0.25	18.06	520.00	0.56	9,391.20	5,259.07	14,650.27	58,601.09		Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions. Register patients, update Asmatrax system.
	Total Salaries & Benefits						\$ 93,751	\$ 54,582	\$ 148,333	\$ 593,331		



**FISCAL YEAR: FY 2017-2018** 

ORGANIZATION: Arrowhead Regional Medical Center DIRECTOR: Laura Ellers PROGRAM YEAR: 2017-2018

PROGRAM TITLE: Respiratory Care PROGRAM DIRECTOR: Webster Wong, MD (Program Director) TOTAL BUDGET: \$ 222,038

INITIATIVE: Investing in Children Health FINANCE OFFICER: Frank Arambula RFP/CONTRACT #: HW056

SERVICES & SUPPLIES			
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1 PROGRAM MATERIALS / SUPPLIES	2%	5,500.00	Medical Supplies: Metered Dose Inhaler Spacers, Peak Flow Meters, Skin and Allergy Testing Materials, Filters for Spiror Pulmonary Function Testing, Pharmaceuticals, Scales, Blood Pressure Cuffs.
2 PRINTING	0%	800.00	Brochures and Fliers
3 OFFICE SUPPLIES	0%	1,000.00	Office Supplies, forms, paper, printer, printer toner, enveloneeds.
4 BUILDING/EQUIPMENT MAINTENANCE	3%	6,730.00	Minor Equipment, Equipment Repairs and Services, Motor Office Equipment, Spirometer Repairs and Maintenance, For Annual Insurance Premiums, Repairs to Vehicle (Skylights, Moldings, Windows, Air Conditioner)
5 UTILITIES	0%	1,000.00	Database Management, Statistical Reporting, Mobile Phone Routers and VPN
6 PROFESSIONAL SERVICES / CONSULTANTS	24%	53,675.00	Medical Direction and Staff for Clinic Operation: Arrowhead Pediatric Medical Group provides for the necessary medica staffing (Nurse Practitioners) to support Breathmobile serv Medical Director also provides medical oversight to the clir Breathmobile staff.
7 INDIRECT COSTS	2%	5,000.00	Fiscal services, grant oversight, grant reporting, and administrative functions which accounts for approximate 2 the total grant funding.
Total Services & Supplies	·	\$ 73,705.00	



**FISCAL YEAR: FY 2017-2018** 

ORGANI	ZATION:	Arrowhead	Regional Medical Center	DIRECTOR:	Laura Ellers	PROGRAM YEAR: 201				
PROGRA	M TITLE:	Respiratory	/ Care	PROGRAM DIRECTOR:	Webster We	r Wong, MD (Program Director) TOTAL BUDGET: \$				222,038
INITIATI	VE:	Investing ir	n Children Health	FINANCE OFFICER:	Frank Aram	bula		RFP/CONTRACT #:		HW056
III.	FOOD									
	Event(s):					TOTAL F5SB BUDGET		Description	/Justification:	
1	N/A									
	Total Food					\$ -				
IV.	TRAVEL									
	Destii	nation:	Pu	rpose:		TOTAL F5SB BUDGET		Description	/Justification:	
1	N/A									
	Total Trave	el				-				
٧.	SUBCONTE	RACTORS								
	Organizatio	on Name:				TOTAL F5SB BUDGET		Description	/Justification:	
1	N/A									
	Total Subc	ontractors				-				
VI.	INDIRECT (	COSTS								
	Percent:	N/A								
	Basis:	N/A								
	Total Indire	ect Costs				\$ -				
TOTAL F	IRST 5 BUD	OGET				\$ 222,038				

# Asthma/Bronchitis

First 5 San Bernardino (F5SB) is committed to ensure that children, prenatal through age five have access to and utilize asthma services in a comprehensive, well-coordinated manner. Arrowhead Regional Medical Center will reduce instances of asthma conditions in children by addressing and alleviating barriers to improve conditions for asthmatic children.

# **Requirements and Expectations**

In addition to the minimum requirements outlined below, this specific and targeted program:

#### **Requirements and Expectations**

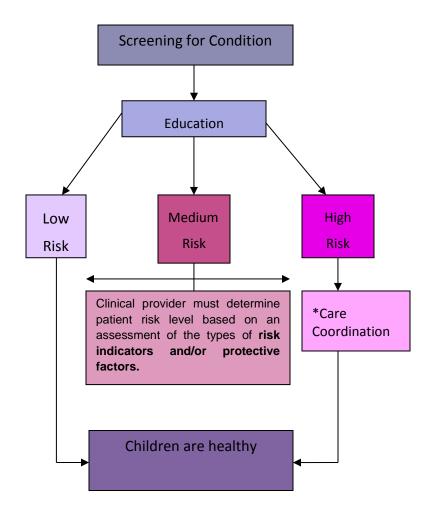
#### Asthma/Bronchitis

#### **Intervention Services**

- Must provide services to families of children birth-5 with asthma/bronchitis conditions
- Must address the symptoms and conditions associated with asthma/bronchitis
- Must reduce the rate of hospitalization due to asthma/bronchitis in children ages birth-5
- Must address education needs related to environmental awareness and successfully managing asthma
- Must utilize evaluation tools approved by First 5 San Bernardino

Must demonstrate quality coordination and collaboration with pediatricians and health care providers related to target population

# Logic Model





# Program Outline Document 2017-2018

AGENCY INFORMATION

Contract #: HW056

**Legal Entity:** County of San Bernardino

Dept./Divisi Arrowhead Regional Medical Center

on:

**Project** ARMC Breathmobile

Name:

Address: 400 North Pepper Avenue Phone #: 909-580-1000

Colton, CA 92324

Website: www.arrowheadmedcenter.org Fax #:

Program Mobile program with schedule varying

Site monthly, see website or contact via phone for

Address: more information.

Client Referral 909-498-6277

Phone #

CONTACT INFORMATION

**CONTRACT REPRESENTATIVE/SIGNING AUTHORITY** 

Name: Robert Lovingood Title: First District Supervisor and Chairman

of the Board of Supervisors

Address: County of San Bernardino Board of Supervisors Direct Phone #: (909) 387-4855

385 North Arrowhead Avenue, 5<sup>th</sup> Floor

San Bernardino, CA 92415-0130

Robert.Lovingood@bos.sbcounty.gov

**Fax #:** (909) 383-9688

PROGRAM CONTACT

E-Mail:

Name: Laura Ellers Title: Respiratory Care Services Director

Address: 400 North Pepper Avenue Direct Phone #: 909-580-3236

Colton, CA 92324

Fax #: 909-580-3235

**E-Mail:** <u>ellersl@armc.sbcounty.gov</u>

**FISCAL CONTACT** 

Name: Clara Li Title: Accountant II

Address: 400 North Pepper Avenue Direct Phone #: 909-580-1212

Colton, CA 92324

Fax #: 909-580-1190

**E-Mail:** LiClara@armc.sbcounty.gov

First 5 San Bernardino Strategy: Asthma

ADD	ITIONAL	CONTACT (Describe	e): Pro						
Nam	e: Joh	n Cadavona				Title:	Mobile	Clinic N	lanager
Addr	ess:	400 North Pepper	Aveni	Dire	<b>Direct Phone #:</b> 909-498-6277				
		Colton, CA 92324				-		Fax #:	909-580-3235
E-Ma	ail:	cadavonaj@armc.	sbcou	nty.gov		-		rax #:	909-380-3233
PRO	GRAM I	NFORMATION							
TYPE	OF AGE	NCY							
	Educati	ional Institution	Desc	ribe:	Choose an item.				
$\boxtimes$	Govern	ment Agency	Desc	ribe:	County				
	Private	Entity/Institution	Desc	ribe:	Choose an item.				
	Commi	unity-Based	Desc	ribe:	Choose an item.				
FIRS	T 5 FOCU	S AREA	STRA	ATEGY					
	Health			•	creening and Inte Care Access ealth	rventior	n 🗌	Health Other: Asthm	
	Educat	ion		-	ducation Program to Quality Child C			Quality Other:	y Provider Programs
	Family			Resour	Education rce Center & Case gement			Other:	
	System	S		_	ated Systems Plan	ning &		Comm	unity Outreach
Implementation Countywide Informa Referral Systems Organizational Capac							s	Other:	
ARM asthr comp educ	PROGRAM DESCRIPTION  ARMC's Breathmobile® travels to participating sites to treat children with asthma, including the 0-5 population, covered by this contract. A complete evaluation, examination, care plan and extensive patient-family education session are completed on the initial visit. Follow-up visits take place to ensure that the treatment plan is effective.								A (LOCATIONS)

#### **COMMISSION LEVEL OUTCOMES**

**SPA 1: Children and Families** 

**Goal 1.1 Child Health** 

Objective 1.1a: Families have access to resources and environments that support the total wellness of the child

Objective 1.1b: Families are knowledgeable of and utilize available resources to manage their health Expectations(s): Support improved health outcomes for children 0-5 by supporting not only direct treatment services and expansion in capacity, but by also assisting parents/caregivers in navigating and receiving appropriate services.

**Outcome(s):**150 children will receive Care Coordination and Developmental Screenings (core). 400 children will receive asthma screenings and 240 parents will receive Asthma Education services (aggregate).

**ASSIGNED ANALYST:** Ronnie Thomas

#### **CONTRACT AMOUNT**

Fiscal Year	Am	mount				
2017-2018	\$	222,038				
Total	\$	222, 038				



**Agency Name:** Arrowhead Regional Medical

Center

Program Name: Breathmobile

Contract #: HW056

**Fiscal Year:** 2017-2018

NAME OF SITE	AND SITE ADDRESS
Alice Birney Elementary School	Joshua Circle Elementary School
1050 E. Olive Street	10140 8th Avenue
Colton, CA 92324	Hesperia, CA 92345
6th Street Prep Elementary School	Kids Come First Clinic
5476 6th Street	1556 South Sultana Avenue
Victorville, CA 92395	Ontario, CA 91761
Adelanto Head Start	Lincoln Elementary School
11497 Bartlett Road	444 East Olive
Adelanto, CA 92301	Colton, CA 92376
Apple Valley Head Start	Mariposa Elementary School
13589 Navajo Road	1605 East D Street
Apple Valley, CA 92308	Ontario, CA 91764
Crestline Elementary	Marshall Elementary School
2020 Monterey Avenue	3288 North G Street
Barstow, CA 92311	San Bernardino, CA 92405
Bing Wong Elementary School	Mesquite Trails Elementary School
1250 East 9th Street	13884 Mesquite Street
San Bernardino, CA 92401	Hesperia, CA 92344
Cooley Ranch Elementary School	Mentone Elementary School
1000 S Cooley Drive	1320 Crafton Avenue
Colton, CA 92324	Mentone, CA 92359
Elderberry Elementary School	Morgan Kincaid Elementary
950 N Elderberry Avenue	13257 Mesa Linda Ave
Ontario, CA 91762	Victorville, CA 92392
Emmerton Elementary School	Morgan Elementary School
1888 Arden Avenue	1571 N Sycamore Avenue
San Bernardino, CA 92404	Rialto, CA 92376
Henry Elementary School	Muscoy Elementary School
470 East Etiwanda Avenue	2119 Blake Street
Rialto, CA 92376	San Bernardino, CA 92407
Hollyvale Elementary School	Oleander Elementary School
11645 Hollyvale Avenue	8650 Oleander Avenue
Victorville, CA 92356	Fontana, 92335
Hesperia Head Start 9352 East E Street Hesperia, CA 92345	Phoenix Academy 15552 Wichita Road Apple Valley, CA 92307

Valley View High School		
1801 E. 6th Street		
Ontario, CA 91764		
Victorville Head Start		
14029 Amargosa Road #C		
Phelan, CA 92392		
Yucca Loma Elementary School		
21351 Yucca Loma Road		
Apple Valley, CA 92307		



# AGENDA ITEM 9 MAY 3, 2017

Subject

Update regarding partnership with Prevent Child Abuse California (PCA CA) to implement the Nurturing Parenting Program (NPP) by AmeriCorps service members.

Recommendation

Update regarding partnership with Prevent Child Abuse California (PCA CA) to implement the Nurturing Parenting Program (NPP) by AmeriCorps service members in San Bernardino County and Intent to Release Request for Applications (RFA). (Presenter: Mary Jaquish, Program Supervisor, 252-4254).

**Financial Impact** 

None

Background Information

In the fall of 2016, First 5 San Bernardino (F5SB) staff became aware of a statewide AmeriCorps effort by PCA CA utilizing the NPP models and case management to better serve families in the Child Welfare System (CWS).

PCA CA notified F5SB staff that the agency had unspent funds from its Corporation for National and Community Service - Child Welfare System Improvement (CWSI) grant cycle, a federal program, for 2014-2017. These unspent funds from Fiscal Year 2016-2017 created an opportunity for F5SB to explore a potential program enhancement opportunity.

On December 7, 2016, the Commission authorized the Executive Director to explore an extended partnership with Prevent Child Abuse California (PCA CA) utilizing two (2) AmeriCorp Services Members to provide the Nurturing Parenting Program (NPP) curriculum and case management services to children and families in an amount not to exceed \$22,578 in matching funds for two positions.

On January 4, 2017, F5SB released RFA 17-01 to identify an organization to obtain and utilize these additional AmeriCorps service members within an existing NPP for a six-month period in Fiscal Years 2016-2018. The deadline for proposals was February 3, 2017 with a contract start date of March 2, 2017. There was no response to this opportunity with no applications received by the deadline date.

**Subsequent** Opportunity

PCA CA is currently seeking reallocation of this Child Welfare System Improvement (CWSI) program funding from the federal budget under the 2017 - 2020 grant cycle. As authorization to participate was approved by the Commission on December 7, 2016, the Executive Director, on behalf of First 5 San Bernardino, has submitted a Letter of Intent to apply to PCA CA if the federal grant opportunity actually becomes available this upcoming fiscal year.

Review

Sophie Akins, Commission Counsel

Report on Action as ta	ken		
Action:			
Moved:	Second:		
In Favor:			
Opposed:			
Abstained:			
Comments:			
Witnessed:			