

Chair
Linda Haugan

Vice-Chair
Maxwell Ohikhuare, M.D.

Executive Director
Karen E. Scott



Commissioners
Josie Gonzales
Margaret Hill
Ron Powell
Paul Vargas
Elliot Weinstein, M.D

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Agenda: Children and Families Commission 05-2015

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

Meeting date, time, and place May 6, 2015 – 3:30 p.m.
First 5 San Bernardino
Commission Conference Center

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

Special Presentation *Maternal Mental Health Campaign* by Kathy Turnbull, Children's Network Officer

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

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

Report Advisory Committee Report by Margaret Hill, Chair

Report Executive Director's Report by Karen E. Scott

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

Item No.	CONSENT
1	Approve Minutes of April 1, 2015 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

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

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

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Item No.	DISCUSSION
2	Approve Amendment A2 to Contract EC010 for San Bernardino City Unified School District in the amount of \$692,653 for Fiscal Year 2015-2016. (Continued from April 1, 2015 Commission Meeting) (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)
3	Approve the Family and Community Support Partnerships (FCSP) - Family Support Services (FSS) Contracts for FY 2015-2018, in the total amount of \$11,720,413 for Fiscal Years 2015-2018 with the following: A. Bear Valley Community Hospital District, Contract FS066, in the total amount of \$798,481 B. Building a Generation, Contract FS065, in the total amount of \$849,949 C. Chino Valley Unified School District, Contract FS067, in the total amount of \$684,432 D. El Sol Neighborhood Education Center, Contract FS068, in the total amount of \$1,360,004 E. Family Service Association, Contract FS069, in the total amount of \$1,498,307 F. Moses House Ministries, Contract FS070, in the total amount of \$1,290,806 G. Parents Anonymous, Contract FS071, in the total amount of \$1,267,122 H. Reach Out, Contract FS072, in the total amount of \$1,519,293 I. St. Joseph Health-St. Mary, Contract FS073, in the total amount of \$908,869 J. Walden Family Services, Contract FS074, in the total amount of \$1,087,299 K. West Care Arizona, Inc., Contract FS075, in the total amount of \$455,581 ((Presenter: Ronnie S. Thomas, Staff Analyst II, 252-4255)
4	Approve Contract SI021 with Children’s Fund in the total amount of \$791,700 for Fiscal Years 2015-2018 to provide services to San Bernardino County children through the Children’s Assessment Center. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)
5	Approve Amendment A1 to Contract IC022 with Persimmony International Inc., for two years in the amount of \$155,390, for a cumulative total amount of \$921,919 for Fiscal Years 2012 - 2017 to provide a web-based data system. (Presenter: Scott McGrath, Supervisor, 252-4259)
6	Approve CFC SB Policy 15-02 to establish the First 5 San Bernardino policy for capitalizing, safeguarding, and depreciating capital assets. (Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)

Item No.	INFORMATION
7	Receive Information regarding “Potter the Otter Day” Video Contest. (Presenter: Leslie Fountain, Media Specialist II, 252-4283)

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

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**Meetings at
First 5 San
Bernardino**

May 11, 2015

Program and Budget Workshop - 10:00 a.m. to 4:00 p.m.

June 3, 2015

Commission Meeting - 3:30 pm.

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 6, 2015**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Agenda Item/Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	
2	San Bernardino City Unified School District	Debra Love Director of Purchasing	N/A	
3A	Bear Valley Community Hospital	Randy Simmons Interim CEO	N/A	
3B	Building A Generation	Melinda Corral Executive Director	Eadie & Payne, LLP (accounting firm) Auditor Rapid Data (payroll)	
3C	Chino Valley Unified School District	Wayne M. Joseph Superintendent	City of Chino	
3D	El Sol Neighborhood Education Center	Alex Fajardo Executive Director	N/A	
3E	Family Service Association	Veronica Dover Chief Operating Officer	Clinical Supervisor	
3F	Moses House Ministries	Mathew Coughlin Executive Director	N/A	
3G	Parents Anonymous	Dr. Lisa Pion-Berlin President and CEO	Accounting Services; MIS Consulting; Auditor	
3H	Reach Out	Diana Fox Executive Director	N/A	
3I	St. Joseph Health/St. Mary	Kelly M. Linden Executive Vice President CEO	N/A	

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	Agenda Item/Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
3J	Walden Family Services	Sue Evans, MS Chief Operation Officer	N/A	
3K	West Care Arizona, Inc.	Richard Jimenez Vice President	N/A	
4	Children's Fund	Erin Phillips President and CEO	Loma Linda University Children's Hospital Clinic Manager Loma Linda University Faculty Medical Group – Pediatrician Time Loma Linda University Medical Center Nurse Practitioner	
5	Persimmony International, Inc.	Michael Kogus President and CEO	N/A	
6	N/A	N/A	N/A	
7	N/A	N/A	N/A	



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Minutes: Children and Families Commission Meeting

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

Meeting Date, Time and Location April 1, 2015
2:00 p.m.
Chair Haugan called the meeting to order at 2:05 p.m.

Pledge of Allegiance The Pledge of Allegiance was led by Chair Haugan

Special Presentation Farewell to Regina Coleman, Commission Counsel

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Attendees

Commissioners Present

- Josie Gonzales
- Linda Haugan
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- Ron Powell
- Paul Vargas
- Elliot Weinstein, M.D.

Staff Present

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Debora Dickerson-Sims, Administrative Supervisor II
- Staci Scranton, Supervising Office Assistant
- Mary Jaquish, Supervisor
- Scott McGrath, Supervisor
- Regina Coleman, Commission Counsel

- Bobbi Albano, Staff Analyst II
- Amanda Ferguson, Staff Analyst II
- Ruth Ann Martinez, Staff Analyst II
- Chrystina Smith-Rasshan, Staff Analyst II
- Ronnie Thomas, Staff Analyst II
- LuCretia Dowdy, Office Assistant-Public Relations
- Leslie Fountain, Media Specialist II
- William Kariuki, Staff Analyst II
- Ronnie Thomas, Staff Analyst II

**Report –
Karen E. Scott
Executive
Director**

April is a big month for bringing awareness to issues that affect children.

April is designated as Child Abuse Prevention Month, Autism Awareness and includes the week of April 12-18 as Week of the Young Child.

There are many activities supporting these causes and you will find some of them in this month’s report.

Please “Save The Date” of Monday, May 11th at 10:00 a.m. here at First 5 for the annual Commissioners Program and Budget Workshop

Also, April 2nd is the date for the Children’s Network Breakfast at the National Orange Show. Ann has tickets for Commissioners interested in attending.

First 5 State and Association meetings will be held in Sacramento on April 22-23.

**Changes to
the Agenda**

Ann Calkins, Commission Secretary, announced the following changes:

Agenda Item 13 I San Bernardino City Unified Contract EC010, Amendment A2 will be continued to the May 6th Commission Meeting.

Due to this continuation, Agenda Item 13 will read as follows:

Approved Early Care and Education (RFP 11-03) Contract Amendments for Fiscal Year 2015-16 in the amount of \$4,466,010 for a cumulative total amount from Fiscal Years 2012 through 2016 of \$22,437,896. The Fiscal Impact for this Agenda Item is \$4,466,010.

Consent

A motion was made by Commissioner Gonzales and seconded by Commissioner Weinstein to approve the Consent Items. Without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve minutes of March 4, 2015 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Approve Employment Contracts, effective May 2, 2015, between the County of San Bernardino, Children and Families Commission, and: A. Deborah Forthun-Kitchen, Office Assistant II, for an annual cost of \$40,562 (\$26,749 Salary, \$13,813 Benefits); and B. Elizabeth Martinez, Office Assistant II, for an annual cost of \$40,562 (\$26,749 Salary, \$13,813 Benefits) (Presenter: Karen E. Scott, Executive Director, 252-4252)

Item No.	DISCUSSION
3	<p>Conduct Public Hearing on California Children and Families Commission Annual Report Fiscal Year 2013-14. (Presenter: Cindy Faulkner, Operations Manager, 909 252-4253)</p> <p>The Public Hearing was conducted highlighting the support and work of the State First 5 Commission related to Developmental Screenings and Services, Race To The Top Early Learning Challenge, CARES Plus, and Tobacco Cessation. Commissioners were directed to Appendix A of the report to find a complete description of the services of First 5 California by result areas (child development child health, family functioning, and systems of care). Commission was also informed evaluation results show that First 5 California and the county commissions seek to provide families most in need with services that prepare children to enter school ready to learn and thrive.</p> <p>No public comments were presented on this item.</p>
4	<p>Approve Contract IC028 in the amount of \$149,200 with Matrix Outcomes Model LLC for implementation of and access to the Family Development Matrix (FDM), a complementary assessment, case management and evaluation tool to be used by agencies awarded contracts under the Family and Community Support and Partnerships – Family Support Services (FCSP-FSS) Initiative. (Presenter: Scott McGrath, Supervisor, 252-4259)</p> <p>Discussion Commissioner Gonzales asked what “on-going training” actually means. Mr. McGrath explained once indicators are developed and in use, the agencies will be convened to collect and review the data and train them on best practices. This is an on-line database. This contract pays for the use of the database, training and technical support.</p> <p>Public Comment None</p> <p>A motion was made by Commissioner Hill and seconded by Commissioner Weinstein to approve Agenda Item 3. Without further comment or objection, motion carried by unanimous vote.</p>
5	<p>Approve Health Services (RFP 11-02) Contract Amendments for Fiscal Year 2015-16 in the amount of \$1,753,659 for a cumulative total amount from Fiscal Years 2012 through 2016 of \$6,940,632 with the following:</p> <ul style="list-style-type: none"> A. American Lung Association, Contract HW034 A2 in the amount of \$127,393 B. County of San Bernardino Arrowhead Regional Medical Center, Contract HW043 A1 in the amount of \$222,038 C. County of San Bernardino Department of Public Health, Contract HW032 A2 in the total amount of \$720,102 D. Loma Linda University Medical Center, Contract HW036 A1 in the amount of \$204,882 E. Social Science Services Inc., Contract HW037 A2 in the amount of \$479,244 <p>(Presenter: Scott McGrath, Supervisor, 252-4259) Continued from March 4, 2015 Commission Meeting</p>

	<p><u>Discussion</u> Commissioner Gonzales asked if other agencies, such as South Coast Air Quality Management, have been contacted for opportunities to partnership and to seek matching funds, and is this something we could consider. Karen Scott, Executive Director stated this topic will be discussed at the upcoming Program and Budget Workshop on May 11th.</p> <p>Vice-Chair Ohikhuare abstained from Item 5C due to his position as San Bernardino County Public Health Officer.</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Gonzales and seconded by Commissioner Weinstein to approve Agenda Item 5. With Vice-Chair Ohikhuare abstaining from Item 5C and without further comment or objection, motion carried by unanimous vote.</p>
<p>6</p>	<p>Approve Contract HW054 with San Bernardino County Department of Public Health (DPH) in the amount of \$1,490,423 to implement the BONUS (Babies Optimal Nutrition with Ultimate Support) program to provide lactation support services countywide for Fiscal Years 2015-2018. (Presenter: Scott McGrath, Supervisor, 252-4259)</p> <p><u>Discussion</u> Commissioner Weinstein asked if this information will be given to all new mothers in the County. Mr. McGrath stated the reach of this program will be determined within the first six months and that the goal is to give this information to as many people as possible. Commissioner Weinstein asked if it's possible to work with the hospitals so that when patients are discharged this information will be included in their discharge packet. Mr. McGrath answered yes, that is the plan, along with giving information to pre-natal providers.</p> <p>Commissioner Hill stated she serves on the board of Community Hospital of San Bernardino and one of the concerns was the limited number of women who were breastfeeding. Commissioner Hill commented she is glad this issue is being addressed and that staff will be working with local hospitals in the area.</p> <p>Commissioner Gonzales asked that the 24-hr hotline be connected to 2-1-1 in some way. Commissioner Gonzales asked what the following statement means: "Program can provide lactation support services." Mr. McGrath explained the program is to educate and get people to support women in continuing lactation upon their release from the hospital. Commissioner Gonzales asked if these programs are not already in place at the hospitals. Mr. McGrath stated that a service gap has been identified that needs to be addressed. Commissioner Gonzales stated she recommends finding existing resources or programs that are already being funded by someone other than First 5. Ideally, a collection of all the different program information that's already in place and then coordinate a "directory" which could be given to any mom. Staff should reach out to Arrowhead Regional Medical Center and La Leche League. Commissioner Gonzales asked for more information on what this item is going to do that's different than what's already being done.</p> <p>Karen Scott stated staff has spent the last three years researching and identifying the gaps and have worked very closely with entities who might receive funding and are responsible for what happens to those babies upon discharge from the hospital. Ms. Scott stated that in a report published two years ago by the State and Hospital Association, San Bernardino County ranked 51st out of 58 counties in exclusive</p>

breastfeeding. The Department of Public Health will continue to identify resources and develop partnerships with the hospitals. Everything currently being done in the County is not enough to bring the County up to an acceptable level of support for mothers to continue breastfeeding.

Commissioner Gonzales asked why not support those systems already in place since they are using their staff and their resources. Especially in light of the fact that First 5 has dwindling resources. If we want to promote this, why not enable those existing agencies (hospitals, clinics, etc.) to expand their services. Our role could be to bring existing agencies together and encourage and fund them versus First 5 funding the County Public Health Department.

Commissioner Weinstein commented that one of the problems facing hospitals is that some have very good programs while others do not. Often times, mothers give birth in one county and live in another and do not know where to go or have not heard about these resources. Having this kind of program will be a great resource. Instead of hearing that mothers have to quit breastfeeding because they don't know what to do, Commissioner Weinstein stated that he would now be able to give them information on who to contact. Commissioner Weinstein stated this is something that is definitely missing and in his experience he sees this as a great opportunity to reach out to many new mothers.

Public Comment

Daniel Perez, Division Chief, Department of Public Health stated his office spent the last year visiting clinics and hospitals to assess where gaps existed. The gaps were systemic with various disparity throughout the County. This project would enable a Community Liaison to gather a collection of services available and resources into the 2-1-1 system. A lactation consultant would also serve as a conduit for resources and services. With this program, there would be access to licensed consultants at all hours of the night when crises may occur. New mothers would receive help and also obtain referrals for other services. Also included in this program's budget, are Health Education Service Specialists who will help support success by enabling new mothers to continue breastfeeding for three, six, and nine months, or more.

Mr. Perez explained there is on-going collaboration with various coalitions throughout the County (Inland Empire Breastfeeding Coalition, St. Mary's Medical Center, Inland Empire's Baby Friendly hospital network, and San Bernardino County Breastfeeding Collaborative). His department is also working with the San Bernardino County Maternal Health Task Force which is addressing the issue of post-partum depression. A lactation consultant will also conduct a maternal health screening for post-partum depression. Mr. Perez stated his office is also working with the Inland Empire Perinatal Maternal Health Collaborative. This is a systems approach in terms of coordinating and allocating resources for new mothers.

Commissioner Gonzales asked what the \$1,490,423 pays for. Mr. Perez answered it pays for the coordinating of services and lactation support. Mr. Perez stated his department will sub-contract with 2-1-1 who will hire the consultants with guidance from Public Health to ensure quality of service.

Karen Scott commented that new mothers will also have the chance to use Skype in this program. Such resources as breast pumps and breast feeding bras will also be included in this budget.

Commissioner Powell asked for clarification regarding what area this program covers; is it Regional or County-wide? Mr. Perez answered it covers the whole

	<p>County. The term “Regional Breastfeeding Liaison” is a title the State WIC Department uses and Public Health is modeling this program after the State’s. Chair Haugan abstained due to her position as Appointing Authority over the Department of Public Health. Vice-Chair Ohikhuare abstained due to his position as San Bernardino County Public Health Officer.</p> <p>A motion was made by Commissioner Hill and seconded by Commissioner Powell to approve Agenda Item 6. With Chair Haugan and Vice-Chair Ohikhuare abstaining and without further comment or objection, motion carried by unanimous vote.</p>
<p>7</p>	<p>Approve Amendment A2 to Contract SI016 with Children’s Network in the amount of \$185,474 for a cumulative total amount of \$541,087 for the coordination of the services provided by the <u>S</u>creening, <u>A</u>ssessment, <u>R</u>eferral and <u>T</u>reatment (SART) Coordinator for Fiscal Year 2015-16. (Presenter: Amanda Ferguson, Staff Analyst II, 252-4256) <i>Continued from March 4, 2015 Commission Meeting</i></p> <p><u>Discussion</u> Commissioner Gonzales stated she thought this item was for a one-year alignment so they would end simultaneously. Cindy Faulkner, Operations Manager clarified this is a one-year contract amendment that is in alignment with the Department of Behavioral Health for SART services.</p> <p><u>Public Comment</u> None</p> <p>Chair Haugan abstained due to her position as Appointing Authority over Children’s Network.</p> <p>A motion was made by Commissioner Gonzales and seconded by Commissioner Hill to approve Agenda Item 7. With Chair Haugan abstaining and without further comment or objection, motion carried by unanimous vote.</p>
<p>8</p>	<p>Approve Amendment A5 to Contract CE009 with the County of San Bernardino on behalf of Children’s Network extending and increasing the contract for one year for \$390,165 for FY 2015-16 for a total contract amount not to exceed \$2,070,503 to continue implementation of countywide educational campaigns and community events addressing child abuse prevention. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266) <i>Continued from March 4, 2015 Commission Meeting</i></p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Chair Haugan abstained due to her position as Appointing Authority over Children’s Network.</p> <p>A motion was made by Commissioner Weinstein and seconded by Commissioner Gonzales to approve Agenda Item 8. With Chair Haugan’s abstention and without further comment or objection, motion carried by unanimous vote.</p>
<p>9</p>	<p>Approve Contract SI020 with Children’s Fund for the Emergency Needs Program for Fiscal Years 2015-18 in an amount not to exceed \$552,990 per year for a total amount of \$1,658,970. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)</p>

	<p>Discussion</p> <p>Karen Scott mentioned that further information about this item will be shared at the upcoming Program and Budget Workshop in May.</p> <p>Commissioner Weinstein suggested contacting the “Medical Reserve Corps” of the San Bernardino Medical Society. The Corps addresses medical emergencies, such as in a disaster, earthquake, etc., and they may be a good resource to add into this program since they also deal with children’s needs.</p> <p>Commissioner Gonzales asked for the definition of hard goods. Ms. Albano explained, for example, if a child needs a bed then Children’s Fund would be able to provide one. Other assistance may come in the form of paying utility bills or rent.</p> <p>Karen Scott offered that Children’s Fund may be able to share in their report at the upcoming Program and Budget Workshop what types of hard goods First 5 has supported in the past.</p> <p>Commissioner Gonzales would like to know next steps for this program. Are there other County programs or agencies doing this same thing?</p> <p>Commissioner Hill commented that when she saw these families in need while working for the San Bernardino County Superintendent of Schools, the first resource called was Community Action Partnership and Children’s Fund was the last resort.</p> <p>Public Comment</p> <p>Stacy Iverson, Chief Operating Officer for Children’s Fund stated Children’s Fund is the last resort for some families, however, Children’s Fund works with various other agencies and has provided service (beds, clothing, hygiene items, etc.) for children in the County for nearly 29 years. Families are also asked “who else have you checked with”, for example, Community Action Partnership, Catholic Charities, etc. Children’s Fund has partnerships with case managers who help see families through to a place of self-sufficiency. For example, if rental assistance is provided to keep a family from being homeless, the end goal is to help the family become more stabilized and not just offer a “band-aid” solution. Children’s Fund is one intervention in partnership with numerous other organizations to help families become self-sufficient. Children’s Fund has policies and documentation in place to ensure that funds from First 5 are solely used for children up to five years of age.</p> <p>A motion was made by Commissioner Hill and seconded by Commissioner Weinstein to approve Agenda Item 9. Without further comment or objection, motion carried by unanimous vote.</p>
<p>10</p>	<p>Approve the Healthy Communities Initiative (HCI) Request for Proposals (RFP 15-02) under the Systems and Networks Strategic Priority Area in the amount of \$1 million per year for a total amount of \$3 million for Fiscal Years 2015 through 2018. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)</p> <p>Discussion</p> <p>Commissioner Gonzales asked what this item is about and what does it pay for. Commission Counsel Regina Coleman explained that the Healthy Communities Initiative is to change the focus within a community, such as apples in schools, build more playgrounds; to restructure the community so that there’s walking paths, and that citizens begin a lifestyle of healthier living. The RFP is to bring in providers and cities to collaborate and continue to build on that initiative.</p>

	<p>Commissioner Gonzales asked what does three million dollars pay for in that system? Counsel answered we don't know yet as this is an RFP and proposals have yet to be received.</p> <p>Karen Scott stated that this RFP was brought before the Commission last month and the outcomes were listed.</p> <p>Commissioner Powell stated that additional information would be appreciated on this item especially in light of First 5 declining funds and the expectation being that, once this item is approved, that the Commission, in good faith, will be called upon to fund those agencies deemed viable for this project.</p> <p>Public Comment Frances Rodriguez, Healthy Big Bear Coalition</p> <p>Vice-Chair Ohikhuare abstained since the Department of Public Health is responsible for obtaining Healthy Communities certifications and Dr. Ohikhuare is Public Health Officer for the department.</p> <p>A motion was made by Commissioner Weinstein and seconded by Commissioner Hill to approve Agenda Item 10. With Vice-Chair Ohikhuare abstaining and without further comment or objection, motion carried by unanimous vote.</p>
<p>11</p>	<p>Approve Contract SI019 with Loma Linda University Research Affairs for the Autism Assessment Center of Excellence (AACE) in an amount not to exceed \$150,000 per year (for the remainder of FY 2014-15 and FY 2015-16) for a cumulative total of \$300,000. (Presenter: Karen E. Scott, Executive Director, 252-4252) Continued from March 4, 2015 Commission Meeting</p> <p>Discussion Commissioner Powell questioned how a center located in Loma Linda would help anyone in his area.</p> <p>Public Comment Roger Uminski, IEHP, stated there are SART centers to help with these assessments and this program is designed to supplement the programs already in place in the community. With the generous support of First 5 San Bernardino, First 5 Riverside and IEHP to provide start-up funding, this center should be self-sustaining in 24 months. The insurance companies involved such as IEHP, Kaiser, Molina Healthcare have the responsibility and obligation to provide autism services for these children. IEHP has committed to pre-pay for these services due to the demand.</p> <p>Commissioner Gonzales abstained due to her position on the IEHP Board.</p> <p>A motion was made by Commissioner Powell and seconded by Commissioner Ohikhuare to approve Agenda Item 11. With Commissioner Gonzales's abstention and without further comment or objection, motion carried by unanimous vote.</p>
<p>12</p>	<p>Approve Family Literacy Development Services (RFP 13-03) Contract Amendments for Fiscal Year 2015-16 in the amount of \$726,785 for a cumulative total amount of \$2,333,152 for Fiscal Years 2013 through 2016 with the following:</p> <ul style="list-style-type: none"> A. Child Care Resource Center, Contract EC021 A1 in the amount of \$97,433 B. Chino Valley Unified School District, Contract EC022 A1 in the amount of \$118,870 C. County Service Area 20 Joshua Tree, Special Districts Department, Contract EC024 A1 in the amount of \$20,701

	<p>D. Rim Family Services Inc., Contract EC025 A1 in the amount of \$211,122 E. Save the Children Federation, Inc., Contract EC027 A1 in the amount of \$278,659 (Presenter: Ruth Ann Martinez, Staff Analyst II, 252-4264)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Gonzales and seconded by Commissioner Hill to approve Agenda Item 12. Without further comment or objection, motion carried by unanimous vote.</p>
<p>13</p>	<p>Approve Early Care and Education (RFP 11-03) Contract Amendments for Fiscal Year 2015-16 in the amount of \$5,136,658 for a cumulative total amount from Fiscal Years 2012 through 2016 of \$23,108,544 with the following:</p> <ul style="list-style-type: none"> A. Barstow Unified School District EC012 A2 in the amount of \$513,086 B. County of San Bernardino Preschool Services Department EC007A2 in the amount of \$397,543 C. Easter Seals of California EC005 A2 (Infant Toddler) in the amount of \$242,143 D. Fontana Unified School District EC009 A2 in the amount of \$1,077,461 E. Hesperia Unified School District EC013 A2 in the amount of \$747,781 F. Lucerne Valley Unified School District EC014 A2 in the amount of \$91,083 G. Lucerne Valley Unified School District EC015 A1 in the amount of \$250,722 H. Rialto Unified School District EC016 A2 in the amount of \$1,053,038 I. San Bernardino City Unified EC010 A2 in the amount of \$670,648 Item 13 I continued to May 6, 2015 Commission Meeting J. San Bernardino City Unified Adult School District EC011 A2 in the amount of \$93,153 <p>(Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)</p> <p><u>Discussion</u> Commissioner Gonzales stated she shared this information with County Superintendent of Schools and believes it is important to stop working in a vacuum. Commissioner Gonzales stated she asked Ted Alejandre if he was aware how much money First 5 is investing in education. Mr. Alejandre is vested in this effort and Commissioner Gonzales believes all appropriate parties should meet, listen and share information with no stone unturned when it comes to this size of investment for the future of our young children.</p> <p>Commissioner Powell noted exploratory learning that is common to quality education is far different from what teachers have been accustomed to. The way we write these requirements is to take into consideration not only what we expect of the program but perhaps cast a broader net and train those around us to be able to accept these programs.</p> <p>Chair Haugan abstained on Item 13B due to her position as the appointing authority for Preschool Services Department.</p> <p>Vice-Chair Ohikhuare abstained on Item 13B due to his position on the Shared Governing Board for Preschool Services Department.</p> <p>Commissioner Gonzales abstained on Item 13B due to her position on the Shared Governing Board for Preschool Services Department.</p>

	<p>Commissioner Hill abstained on Item 13J due to her position on the Superintendent of School Board.</p> <p><u>Public Comment</u> Dr. Pat Krizek, Rialto Unified School District</p> <p>A motion was made by Commissioner Weinstein and seconded by Commissioner Powell to approve Agenda Item 13. With the abstentions noted above and without further comment or objection, motion carried by unanimous vote.</p>
<p>14</p>	<p>Approve Amendment A1 to Contract EC028 with the County of San Bernardino Preschool Services Department (PSD) in the amount of \$176,000 per year in support of the Early Head Start – Child Care Partnership (EHS-CCP), for a cumulative total amount of \$792,000 for Fiscal Years 2014 through 2019. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)</p> <p><u>Discussion</u> Commissioner Gonzales commented that she liked the item, however, the actual agenda document was poorly written.</p> <p>Chair Haugan abstained due to her position as Appointing Authority over Preschool Services Department.</p> <p>Vice-Chair Ohikhuare abstained due to his position on the Shared Governing Board for Preschool Services Department.</p> <p>Commissioner Gonzales abstained on due to her position on the Shared Governing Board for Preschool Services Department.</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Vargas and seconded by Commissioner Weinstein to approve Agenda Item 14. With the abstentions noted above and without further comment or objection, motion carried by unanimous vote.</p>
<p>15</p>	<p>Approve Contract IC027 with VIVA Strategy + Communications in the amount of \$150,255 for Fiscal Years 2014-15 and 2015-16 to support Quality Rating Improvement Systems. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p><u>Discussion</u> Commissioner Powell was unsure what the final product is supposed to look like. Nicole Tanner was called to the podium.</p> <p><u>Public Comment</u> Nicole O. Tanner, Ph.D., Managing Partner, VIVA Strategy + Communications</p> <p>Dr. Tanner explained that the final product will be a strategic plan for education for the quality rating improvement system. With VIVA’s assistance First 5 will also be prepared to submit for future QRIS block grants. At this time, F5SB is not eligible to apply for them due to a lack of an operational QRIS. VIVA’s support will help position First 5 to apply for those resources.</p> <p>First 5 California has recently made a shift to align their quality improvement and early learning programs around the quality rating improvement systems. Nationally, this is the direction that states are going. The goal is to put in place a quality rating improvement system and a strategic plan and be in a position to apply for much</p>

	<p>needed additional funding. First 5 will be working with an implementation team to have an operational system in place and be able to rate programs.</p> <p>At each county level, you can design your system based on your assets but across the state in California you must use the same quality matrix that establishes the quality standards. Within those quality standards, the use of ERS – (environmental rating scales), CLASS, ASQ and/or DRDP are required elements. There is discussion occurring throughout the State as to whether to continue the rating tools based on the cost (reliable assessors). VIVA will work with the Commission to understand and take action through what it takes to put the system in place and make the Statewide requirements.</p> <p>Commissioner Powell asked if this was First 5 responsibility to give oversight to this process because the providers for early education programs all have to be responsible for complying with ERS. Dr. Tanner stated yes, however, they do not have to meet the same levels of reliability or standards as established by the State QRIS. They can do ERS but they have to have reliable assessors.</p> <p>Karen Scott stated we are not giving oversight; our approach is supporting our Strategic Priority Area 2, we are a convener and we would like to fund the organization and not the assessments.</p> <p>Commissioner Gonzales asked if there is buy-in from our partners since they will be paying to have access and is this a one-time expense? Are there any on-going operating costs? Are assessors an additional cost?</p> <p>Karen Scott stated First 5 staff met with partners in December 2014 and there is definitely buy-in, even to the point where a regional collaborative is being discussed. The reason behind First 5's support of this program is that our partners can apply for funding to pay for the assessors. This is a capacity building effort.</p> <p>A motion was made by Commissioner Powell and seconded by Commissioner Gonzales to approve Agenda Item 15. Without further comment or objection, motion carried by unanimous vote.</p>
<p>16</p>	<p>Establish an ad hoc committee to address strategic vision and the development of a policy agenda platform for the Commission related to local and global issues that affect children and families. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p><u>Discussion</u> Chair Haugan asked Commissioners Gonzales and Vargas if they would like to chair and formulate a vision for this committee. Commissioner Vargas stated his vision was to put together some policies and objectives and goals. Chair Haugan suggested the two Commissioners come up with a framework and notify the other Commissioners if additional input is needed. Commissioner Weinstein stated he would like to be part of the committee.</p> <p>Karen Scott mentioned this will be discussed at the upcoming Program Workshop and the Commission agreed to not make any decisions yet and address this topic at the workshop.</p> <p><u>Public Comment</u> None</p>

	<p>A motion was made by Commissioner Gonzales and seconded by Commissioner Vargas to approve Agenda Item 16. Without further comment or objection, motion carried by unanimous vote.</p>
<p>17</p>	<p>Approve an increase of \$500,000 per year in funding for the Family and Community Support and Partnerships - Family Services Support (FCSP-FSS), Request for Proposals (RFP) 14-02 for FY 2015-18, from \$3.5 million per year to \$4 million per year for a total of \$12 million for the three-year funding cycle. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)</p> <p><u>Discussion</u></p> <p>Chair Haugan asked what would happen if we don't give the funding; will fewer families be served or will there be enough money to do anything? Cindy Faulkner stated if the item is not approved, staff will re-enter into negotiations and either the number of families will need to be reduced or reduce the number of funded contractors. Either way, it will impact the number of families being served.</p> <p>Commissioner Hill asked if this item is not approved, what is the criteria on who will not receive funding? Ms. Faulkner answered that careful review of geographical areas being covered will be examined, the capacity of the organization, and the numbers that are slated to be served. There are many variables to take into consideration.</p> <p>Vice-Chair Ohikhare asked how did we get to the point today where we are being asked to give more money? Ms. Faulkner answered originally based on dwindling First 5 monies, an investment of \$10.5 million was recommended for three years. Based on the proposals received and the re-assessment of available funds slated for the next three years, it was determined \$500,000 should be added to this effort to serve more families in need based on proposals submitted.</p> <p>Karen Scott stated that in this funding cycle, which is reduced by nearly \$6 million for Family Support, we are using a new model and it's not apples to apples. The Executive Staff made a recommendation as to how much should be put aside for the Family Support initiative. That suggestion was \$10.5 million and later determined not quite enough. The new program/system process is a little more costly, but the outcomes are measurable and likely to be more consistent and positive, than in our previous funding cycle.</p> <p>Commissioner Gonzales asked if the \$500,000 has a timeline by which we need to spend it? Ms. Faulkner answered no and when the Commission meets on May 11th for the Program Workshop we will be reviewing next year's budget and long-term financial plan and from there we can make the adjustments accordingly. Ms. Faulkner stated First 5 is within its allocation.</p> <p>Commissioner Powell noted that this commitment represents about 20 percent of First 5 revenue received. Does this commitment represent one/fifth of the total interest for First 5? A pie chart would be helpful that shows everything First 5 funds.</p> <p>Ms. Faulkner answered that reference materials will be available to the Commissioners on May 11th. In the new Strategic Plan, First 5 did not commit to such a structured allocation, like a pie chart, in order to give the Commission flexibility to utilize funds in multiple areas without restricting funding in any particular area.</p> <p>Debora Dickerson-Sims commented that in the five-year plan there is an allocation for \$27 million for programs. The items staff have asked the Commission to approve</p>

	<p>are still within the \$27 million. We are keeping track of what has been allocated in the five-year plan which will be reviewed with the Commission on May 11th.</p> <p>Chair Haugan commented it is not unusual for agency requests to come in at a higher dollar amount than the RFP intended to fund.</p> <p>Commissioner Gonzales stated she asked about the timeline to determine if there were any time constraints. Commissioner Gonzales asked if there were identified measured results and also, what kind of quality deliverables are we getting up to this point? Are there any changes we would like to consider and not just allocate more money because we have it? Commissioner Gonzales would like to see data-based results – are these contractors living up to their obligations? Are they the quality standards that we want?</p> <p>It was explained to Commissioner Gonzales that this is a Request for Proposals of which no proposals have yet been received by staff.</p> <p>Commissioner Hill commented that she strongly recommends to have faith in First 5 staff, in that, they have done their due diligence, saved every dollar possible and are using funds in the best possible way and hopes the Commission entertains a motion to accept this recommendation.</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Hill and seconded by Commissioner Ohikhuare to approve Agenda Item 17. With Commissioners Gonzales and Vargas opposed and without further comment or objection, motion carried by unanimous vote.</p>
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Item No.	INFORMATION
18	Receive Information about University of California Cooperative Extension (UCCE) program. (Presenter: Scott McGrath, Supervisor, 252-4259)

Public Comment None

Commissioner Roundtable None

Adjournment Without further comment or objection, the meeting adjourned at 4:53 p.m.

Meetings at
First 5 San
Bernardino

May 6, 2015
Commission Meeting
3:30 p.m. to 5:00 p.m.

May 11, 2015
Program and Budget Workshop
10:00 a.m. to 4:00 p.m.

Attest

Linda Haugan, Chair

Ann M. Calkins, Commission Secretary



**AGENDA ITEM 2
MAY 6, 2015**

Subject	Early Childhood Education (ECE) Contract Amendment EC010 A2
Recommendations	Approve Amendment A2 to Contract EC010 for San Bernardino City Unified School District in the amount of \$692,653 for Fiscal Year 2015-2016. (Continued from April 1, 2015 Commission Meeting) (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)
Background Information	<p>In November of 2011 the Commission approved the allocation of \$18,750,000 for <u>Investing in Children</u>, (RFP 11-03). The primary goal of the (RFP 11-03) was to provide high quality and developmentally appropriate early education programs for children in San Bernardino County. Through the <u>Investing in Children</u> RFP Education investment, First 5 San Bernardino (F5SB) sought the implementation of a quality preschool experience to ensure children enter school ready to learn.</p> <p>This item is continued from last month's Commission meeting agenda. The San Bernardino City Unified School District is one of ten ECE contract amendments. All other amendments were presented for approval at the April 1, 2015 Commission meeting.</p> <p>San Bernardino City Unified School District has successfully implemented the Investing in Children ECE Initiative. This contractor is in good standing and continues to provide valuable educational programs to 4 year olds within San Bernardino County. Children in this program attend classes for 180 days, 3 hours each day. Common Core strategies and methodologies are used in order to prepare students to succeed in Kindergarten and beyond.</p> <p>Approval is requested to extend this contract for one year, ending in June 2016. This allow the Commission to use the year to reevaluate the objectives, identify and collaborate with other providers and resources, tighten alignment with the Strategic Plan and make recommendations that ensure funding is appropriately aligned and allocated with the Commissions' goals to operate more from a systems level.</p> <p>Extension of this item supports both SPA 1 of First 5's Strategic Plan, specifically, Objective Activities for 1.2.a, 1.2.b. and 1.3c:</p> <p>SPA 1: Children and Families – support children prenatal through 5 by providing culturally and linguistically effective resources, knowledge, and opportunities for them to develop the skills needed to achieve their optimal potential in school and life.</p> <p><u>Objective Activity 1.2.a</u> – Families have access to quality early childhood care and education.</p> <p><u>Objective Activity 1.2.b</u> – Parents and caregivers are knowledgeable of and utilize quality early childhood care and education resources.</p> <p><u>Objective Activity 1.3.c</u> – Parents and caregivers are engaged in children's learning</p>

Financial Impact

Not to exceed \$692,653 for Fiscal Year 2015-2016

Review

Sophie Akins, Commission Counsel

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



Program Outline Document 2015-2016

AGENCY INFORMATION

Contract #: EC010 A2

Legal Entity: San Bernardino City Unified School District

Dept./Division: School Readiness/School Linked Services

Project Name: Pre K Academy

Address: 777 North F Street
San Bernardino, CA 92410

Phone #: 909-381-1164

Website: www.sbcusd.k12.ca.us

Fax #: 909-880-6702

**Program Site
Address:** Various
(see attached for additional sites)

**Client Referral
Phone #** 909-880-6711

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Debra Love

Title: Director of Purchasing

Address: 777 North F Street
San Bernardino, CA 92410

Direct Phone #: 909-381-1126

Fax #: 909-880-6702

E-Mail: Debra.love@sbcusd.k12.ca.us

PROGRAM CONTACT

Name: Delia Castaneda

Title: Coordinator

Address: 1535 West Highland Avenue
San Bernardino, CA 92411

Direct Phone #: 909-880-6711

Fax #: 909-880-6702

E-Mail: Delia.Castaneda@sbcusd.k12.ca.us

FISCAL CONTACT

Name: Deitra Thomas

Title: Fiscal Analyst

Address: 777 North F Street
San Bernardino, CA 92411

Direct Phone #: 909-381-1102

Fax #: 909-383-1375

E-Mail: Deitra.thomas@sbcusd.k12.ca.us

ADDITIONAL CONTACT (Describe): Program

Name: Cynthia White Piper **Title:** Director

Address: 1535 West Highland Avenue **Direct Phone #:** 909-880-6704
San Bernardino, CA 92411

Fax #: 909-880-6702

E-Mail: Cynthia.whitepiper@sbcusd.k12.ca.us

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** **Describe:** School District K-12
- Government Agency** **Describe:** Choose an item.
- Private Entity/Institution** **Describe:** Choose an item.
- Community-Based** **Describe:** Choose an item.

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|--|---|--|
| <input type="checkbox"/> Health | <input type="checkbox"/> Early Screening and Intervention
<input type="checkbox"/> Health Care Access
<input type="checkbox"/> Oral Health | <input type="checkbox"/> Health & Safety Education
<input type="checkbox"/> Other:
<hr/> |
| <input checked="" type="checkbox"/> Education | <input checked="" type="checkbox"/> Early Education Programs
<input type="checkbox"/> Access to Quality Child Care | <input type="checkbox"/> Quality Provider Programs
<input type="checkbox"/> Other:
<hr/> |
| <input type="checkbox"/> Family | <input type="checkbox"/> Parent Education
<input type="checkbox"/> Resource Center & Case Management | <input type="checkbox"/> Other:
<hr/> |
| <input type="checkbox"/> Systems | <input type="checkbox"/> Integrated Systems Planning & Implementation
<input type="checkbox"/> Countywide Information Referral Systems
<input type="checkbox"/> Organizational Capacity Building | <input type="checkbox"/> Community Outreach
<input type="checkbox"/> Other:
<hr/> |

PROGRAM DESCRIPTION

This is a Part Day program for 4-5 year olds; children attend class 5 days a week for 3 hours. Sessions begin in August and end in May. This agency uses Letter People and Frog Street curricula.

SERVICE AREA (LOCATIONS)

92404, 92405, 92407, 92408
 92410, 92411

COMMISSION LEVEL OUTCOMES

- SPA 1: Children and Families**
- Goal 1.2: Early Learning**
- Objective 1.2a: Families have access to quality early childhood care and education**
- Objective 1.2b: Parents and caregivers are knowledgeable of and utilize quality early childhood care and education resources**
- Objective 1.2c: Parents and caregivers are engaged in children’s learning**

Expectation(s): 150 children will enroll in pre-K.

Outcome(s): 150 children will show age appropriate development as determined by DRDP-PS.

ASSIGNED ANALYST: Chrystina Smith-Rasshan

CONTRACT AMOUNT

Fiscal Year	Amount
2012-2013	\$ 959,051
2013-2014	\$ 953,142
2014-2015	\$ 700,944
2015-2016	\$ 692,653
Total	\$ 3,305,790



Agency Name: San Bernardino City USD
Program Name: Pre K Academy
Contract #: EC010 A2
Fiscal Year: 2015-2016

NAME OF SITE, SITE ADDRESS, PHONE NUMBER & CONTACT NAME	NUMBER OF PARTICIPANTS SERVED
Lincoln Elementary School 255 West 13th Street San Bernardino, CA Delia Castaneda 909-880-6706	30
Harmon Elementary School 4865 North State Street San Bernardino, CA 92407-3328 Delia Castaneda 909-880-6706	30
San Bernardino Child Development Center 2350 North E Street San Bernardino, CA 92407-3328 Delia Castaneda 909-880-6706	30
Rex Academy 1257 Northpark Blvd. San Bernardino, CA 92407-3328 Delia Castaneda 909-880-6706	60

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

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/>	New	Vendor Code		SC	Dept.	A
<input checked="" type="checkbox"/>	Change	SANBERN577			903	
<input type="checkbox"/>	Cancel					
Organization				Dept.	Orgn.	Contract Number
Children and Families Commission				903	PROG	EC010 A2
Commission Representative				Telephone		Contractor's License No.
Cindy Faulkner, Operations Manager				909-386-7706		
				Contract Type		Total Contract Amount
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						\$ 3,305,790
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
95200		July 1, 2012		June 30, 2016		2,865,335
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amendment Amount
RRC	903	PROG	300	3357	CFEEEEY16	692,653
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use			Estimated Payment Total by Fiscal Year			
Pre-K Academy			FY	Amount	I/D	FY
			12-13	\$959,051		
			13-14	\$953,142		
			14-15	\$700,944		
			15-16	\$692,653	I	

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

Legal Name (hereinafter called the Contractor)
 San Bernardino City Unified School District
 Department/Division
 School Readiness/School Linked Services
 Address
 777 North F Street
 San Bernardino, CA 92410
 Phone
 (909) 381-1164
 Federal ID No.
 95-2285577

Program Address (if different from legal address):

**IT IS HEREBY AGREED AS FOLLOWS:
AMENDMENT NO. 2**

SECTION I. DEFINITIONS

The listed definitions have been amended to read as follows:

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

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

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

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

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

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

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

SECTION III. CONTRACTOR'S GENERAL RESPONSIBILITIES

The following paragraphs are amended to read as follows:

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond 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 working day, in writing and by telephone.

CC. Reports

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

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

▪ Program Reports

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

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

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

Initial Here

SECTION IV. FISCAL PROVISIONS

The following paragraphs are amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 3,305,790 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 2012-13	\$ <u>959,051</u>	July 1, 2012 through June 30, 2013
Fiscal Year 2013-14	\$ <u>953,142</u>	July 1, 2013 through June 30, 2014
Fiscal Year 2014-15	\$ <u>700,944</u>	July 1, 2014 through June 30, 2015
Fiscal Year 2015-16	\$ <u>692,653</u>	July 1, 2015 through June 30, 2016

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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.

SECTION VII. TERM

The following paragraph is amended to read as follows:

A. This Contract is effective commencing July 1, 2012 and expires June 30, 2016, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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SECTION IX. GENERAL PROVISIONS

The following paragraph is amended to read as follows:

A. Notices

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

Contractor: San Bernardino City Unified School District
777 North F Street
San Bernardino, CA 92410

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

ATTACHMENTS

The following Attachments are appended to the Contract as though originally set forth therein:

Attachment A – Amended Work Plan for 2015-2016

Attachment A-1 – Amended Work Plan Site Locations for 2015-2016

Attachment B – Amended Program Budget for 2015-2016

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

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

**SAN BERNARDINO CITY UNIFIED SCHOOL
DISTRICT**

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Debra Love
Printed Name

Director, Purchasing
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

SPA 1: Children and Families
Goal 1.2: Early Learning
Objective 1.2.a: Parents have access to quality early childhood care and education
Objective 1.2.b: Parents and caregivers are knowledgeable of and utilize quality early childhood care and education resources
Objective 1.2.c: Parents and caregivers are engaged in children's learning

**ATTACHMENT A
WORKPLAN**



Agency Name: San Bernardino City Unified School District **Contract #:** EC010 A2
Program Name: SBCUSD Pre-K Academy **Fiscal Year:** 2015 - 2016
Service Area: San Bernardino

Expectations(s):	150 children will enroll in pre-k academy		
Outcome(s):	150 children will show age appropriate development as determined by DRDP-PS		
Objective	Activity	Dosage	Verification
Children will develop within normal ranges in all domains	Child Development Session	3 hrs/day 5 days/week	Parent Survey <i>Pre – At program enrollment</i> <i>Post – At program completion</i> DRDP-PS <i>Pre – Administered within 60 calendar days of child's enrollment</i> <i>Post – Administered 6 months after Pre</i>
Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child	ASQ-3 <i>Completed – within 30-45 calendar days of enrollment</i>

Program Description:

Program runs 180 days throughout the traditional academic calendar for children ages 4-5 who have yet to have a preschool experience with a parent component to foster a home supportive of learning.

Agency Rep Name: _____

Data Type: Core

Agency Signature: _____

Reporting Period: Monthly **Due:** On the 15th

Date Signed: _____

Program Cycle: August 2015 – May 2016

SPA 1: Children and Families
Goal 1.2: Early Learning
Objective 1.2.a: Parents have access to quality early childhood care and education
Objective 1.2.b: Parents and caregivers are knowledgeable of and utilize quality early childhood care and education resources
Objective 1.2.c: Parents and caregivers are engaged in children's learning



Agency Name: San Bernardino City Unified School District
Program Name: SBCUSD Pre-K Academy
Service Area: San Bernardino

Contract #: EC010 A2
Fiscal Year: 2015 - 2016

SERVICE LOCATIONS:	NUMBER OF PARTICIPANTS SERVED:
Lincoln Elementary School 255 West 13th Street San Bernardino, CA	30
Harmon Elementary School 4865 North State Street San Bernardino, CA	30
San Bernardino Child Development Center 2350 North E Street San Bernardino, CA	30
Rex Academy 1257 Northpark Blvd. San Bernardino, CA	60



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	San Bernardino City Unified School District	DIRECTOR:	Cynthia White-Piper	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Pre-K Academy	PROGRAM DIRECTOR:	Delia Castaneda	TOTAL BUDGET:	\$ 692,653
INITIATIVE:	Investing in Children-Education Services	FINANCE OFFICER:	Deitra Thomas	RFP/CONTRACT #:	11-03 EC010A2

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Beltran, Ceasar	Permit Teacher	1.00	35.46	1448	42%	51,346	21,370	72,716	72,716	100%	Permit teacher will work 181 days
2	Moorer, Mary	Permit Teacher	1.00	35.46	1448	42%	51,346	21,370	72,716	72,716	100%	Permit teacher will work 181 days
3	Ramos, Maria	Permit Teacher	1.00	35.46	1448	42%	51,346	21,370	72,716	72,716	100%	Permit teacher will work 181 days
4	Valtierra, Lizbeth	Permit Teacher	1.00	20.38	1448	59%	29,510	17,382	46,892	46,892	100%	Permit teacher will work 181 days
5	Verdugo, Mariana	Permit Teacher	1.00	32.61	1448	42%	47,219	19,653	66,872	66,872	100%	Permit teacher will work 181 days
6	Cazares, Jesennia	Bilingual Instructional Aide	0.75	12.3	1200	88%	14,757	13,030	27,787	27,787	100%	Bilingual instructional aides will assist teachers in the classroom six hours per day
7	Chavez-Cortez, Yesenia	Bilingual Instructional Aide	0.75	13.8	1200	89%	16,560	14,656	31,216	31,216	100%	Bilingual instructional aides will assist teachers in the classroom six hours per day
8	Lopez, Patricia	Bilingual Instructional Aide	0.75	12.3	1200	88%	14,757	13,030	27,787	27,787	100%	Bilingual instructional aides will assist teachers in the classroom six hours per day
9	Solis, Rosalinda	Bilingual Instructional Aide	0.75	12.3	1200	88%	14,757	13,030	27,787	27,787	100%	Bilingual instructional aides will assist teachers in the classroom six hours per day
10	Torres, Heidi	Bilingual Instructional Aide	0.75	12.3	1200	88%	14,757	13,030	27,787	27,787	100%	Bilingual instructional aides will assist teachers in the classroom six hours per day
11	Vacant	Bilingual Secretary	1.00	21.68	2096	53%	45,441	24,084	69,525	69,525	100%	Secretary will provide secretarial support
12	Castaneda, Delia	Coordinator	0.10	64.04	182	27%	11,655	3,170	14,825	169,450	10%	10% of the time/salary of the coordinator will be spent in the administration of this program
13	Varies	Hourly Teacher Substitutes	0.48	15.88	1000	16%	15,880	2,588	18,468	38,414	48%	Must provide substitutes when teachers are absent. Estimate based upon prior year expenditures.
14	Varies	Hourly Inst. Aide Substitutes	0.24	10.31	500	24%	5,155	1,258	6,413	26,677	24%	To maintain required Community Care Licensing ratio, substitutes are hired for absent instructional aides. Absences cannot be predicted.
Total Salaries & Benefits								\$	583,510			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2015-2016

ORGANIZATION: San Bernardino City Unified School District	DIRECTOR: Cynthia White-Piper	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Pre-K Academy	PROGRAM DIRECTOR: Delia Castaneda	TOTAL BUDGET: \$ 692,653
INITIATIVE: Investing in Children-Education Services	FINANCE OFFICER: Deitra Thomas	RFP/CONTRACT #: 11-03 #EC010 A2

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program materials and supplies	1%	22,545	Consumable materials and supplies allocated at \$4,165 per teacher annually.
2	Staff Development/Training	1%	3,000	Training for teachers and aides to improve knowledge and skills
3	Employee Mileage	1%	1,000	Staff will accrue mileage costs at the district rate of .575
4	Printing	1%	1,000	Printing of flyers to advertise enrollment as well as First 5 required documents
5	Postage	1%	1,000	Postage to mail correspondence to participating families, as necessary
6	Office Supplies	1%	5,000	Office supplies to be used by the secretary and other staff members
7	Building/Equipment maintenance	1%	5,000	Custodial supplies used for the cleaning of classrooms on a daily basis
Total Services & Supplies			38,545	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food Expense for classes/meetings		28,350	Snacks must be provided daily for the students.
Total Food			28,350	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1				
Total Travel			-	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2015-2016

ORGANIZATION: San Bernardino City Unified School District	DIRECTOR: Cynthia White-Piper	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Pre-K Academy	PROGRAM DIRECTOR: Delia Castaneda	TOTAL BUDGET: \$ 692,653
INITIATIVE: Investing in Children-Education Services	FINANCE OFFICER: Deitra Thomas	RFP/CONTRACT #: 11-03 #EC010 A2

V. SUBCONTRACTORS			
	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1			
	Total Subcontractors	-	
VI. INDIRECT COSTS			
	Percent:	Indirect Costs	42,248
	Basis:		Indirect cost is calculated at 7.25% for SBCUSD
	Total Indirect Costs		42,248
TOTAL FIRST 5 BUDGET		\$	692,653



**AGENDA ITEM 3
MAY 6, 2015**

Subject	Family and Community Support Partnerships – for Family Support Services Contracts for FY 2015-2018.
Recommendation	<p>Approve the Family and Community Support Partnerships (FCSP) - Family Support Services (FSS) Contracts for FY 2015-2018, in the total amount of \$11,720,413 for Fiscal Years 2015-2018 with the following:</p> <ul style="list-style-type: none">A. Bear Valley Community Hospital District, Contract FS066, in the total amount of \$798,481B. Building a Generation, Contract FS065, in the total amount of \$849,949C. Chino Valley Unified School District, Contract FS067, in the total amount of \$684,432D. El Sol Neighborhood Education Center, Contract FS068, in the total amount of \$1,360,004E. Family Service Association, Contract FS069, in the total amount of \$1,498,307F. Moses House Ministries, Contract FS070, in the total amount of \$1,290,806G. Parents Anonymous, Contract FS071, in the total amount of \$1,267,122H. Reach Out, Contract FS072, in the total amount of \$1,519,293I. St. Joseph Health-St. Mary, Contract FS073, in the total amount of \$908,869J. Walden Family Services, Contract FS074, in the total amount of \$1,087,299K. West Care Arizona, Inc., Contract FS075, in the total amount of \$455,581 <p>((Presenter: Ronnie S. Thomas, Staff Analyst II, 252-4255))</p>
Background Information	<p>The Family and Community Support Partnerships for Family Support Services (FCSP-FSS) is the Commission’s cornerstone Child Abuse Prevention initiative for FY 2015-2018.</p> <p>The percentage of substantiated child abuse and neglect cases in San Bernardino County have been steadily rising for the last 15 years – from a 1999 low of 9.8% to the 2013 high of 16.3%. Children ages 0-5 make up half of all substantiated cases of child abuse/neglect in California; they comprised 47% of all cases in 2013, up from 40% in 1998.</p> <p>Unrealistic expectations of parenthood, strained relationships, financial problems, drug abuse, alcoholism, and a history of being abused as a child are examples of problems that can cause parents to take out anger and frustration on their children. Parent education programs are proven to help parents develop positive parenting skills and decrease behaviors associated with child abuse and neglect.</p>
Initiative Objective	<p>Analysis of data from past Commission investments indicate that the greatest positive gains for families was attained from the parenting education initiative. In the latest 3-year funding cycle (2012-2015), the Commission invested \$17,300,000 in Family Support which included Parent Education and Resource Centers-Case Management. These separate initiatives differed dramatically in regard to outcomes.</p>

Approximately 3,700 parents have been served over the 3-year period for parent education thus far. The Nurturing Parenting Program (NPP) was required to be used by contractors. The Adult and Adolescent Parenting Inventory (AAPI) tool was used to measure success. The AAPI is an inventory designed to assess the parenting and child rearing attitudes of parents. Outcomes data showed that the program yielded a significant increase among participants in knowledge and behaviors related to positive parenting that help protect against abuse and neglect. For example, in program year 2013-2014, of the 418 parents assessed to be in the highest risk category at the beginning of services, 389 moved to moderate or low risk on one or more subscales of the AAPI by the end of the Nurturing Parenting Program, thereby reducing their children's likelihood of experiencing child abuse or neglect, and giving rise to a 93% success rate. The lessons learned from this investment for the Commission include not allowing agencies to deliver less than 16 weeks for each NPP specific curriculum/population and the need to strategize outreach efforts to target the most "at risk" parents in order to gain the most positive outcomes.

Approximately 6,300 parents have received case management services through First 5 funded resource centers during the 2012-2015 contract cycle. Contractors were required to work with clients for no more than a 12 month period and to interact with clients a minimum of once a month. The Life Skills Progression (LSP) tool was used to assess needs and design service plan goals. The LSP has a scale of 35 indicators with 10 possible ratings on each scale. Collectively, agencies struggled to move clients to a level of stability as indicated by the LSP administered at the end of services. While a high level of need was assessed to be present with clients at the beginning of services, those needs all too often continued to exist at the completion of services. The lesson learned from this investment was that case management alone was not as impactful as expected. Paying rent or utilities for a month or providing a new refrigerator to a family did not change their circumstances nor strengthen their ability to be more self-sustaining and nurturing as a parent. Case management needed to be more structured and the tool used to assess need and progress had to be less cumbersome to minimize staff subjectivity when assessing clients.

**Procurement
Timeline**

Based on evaluation of the data and the outcomes achieved with the NPP - Family Support Services initiative, the Commission will share and collaborate widely and seek to engage more if not all providers, i.e. school districts, the San Bernardino County Departments of Children and Family Services (CFS), Behavioral Health, and Public Health, non-profits, faith-based, etc., to utilize this evidence-based model in service to families thereby supporting and strengthening a comprehensive, uniform system of care Countywide.

The Commission approved and released, the Request for Proposals (14-02) Family and Community Support Partnerships – for Family Support Services on September 10, 2014 committing \$3,500,000 in funding for the period of July 2015 – June 2018. Subsequent to that commitment, on April 1, 2015, the Commission approved an additional \$500,000 per year making the total investment to this initiative \$4 million per year not to exceed \$12 million for the period July 2015 – June 2018. This represents a nearly \$6 million (\$5,579,857) decrease in funding from the previous 3 year funding cycle, intentionally formulated as a result of declining revenues and the

need to achieve and report significant positive outcomes.

The (FCSP-FSS) initiative again utilizes the evidence-based NPP curriculum for Parent Education but now adds the Matrix Outcomes Model (MOM) with the accompanying Family Development Matrix (FDM). In order to ensure fidelity of the NPP model/ curriculum, contractors must provide sessions for a minimum 16 week period. These components have the potential to assess the family's strengths and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The program targets parents that are most at risk for child abuse based on a common assessment. The parent's status level is determined by the FDM which is comprised of 18 - 23 indicators each containing four possible status levels: "in-crisis", "at-risk", "stable" and "safe/self-sufficient". The indicators have been tested for reliability and validity and were designed to minimize case worker subjectivity. The indicators were designed for this initiative from those where the most need was indicated by evaluation of data connected to the last 3 years of the NPP. The FDM serves within the Matrix Outcomes Model (MOM) activities as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges. Because of the potential to achieve positive outcomes, a family must participate in the NPP in order to receive the supportive services offered under this initiative. Case Management services will only be offered to participants in the NPP and will not be a separate activity under family support. Contractors are required to have established a relationship with 2-1-1, resource centers and other providers, such as Children's Fund, in order to meet the needs of families in the NPP. Having to do "more with less" and in response to lessons learned, parents assessed at "low risk" will not be served under the First 5 funded program. These parents must be referred to other resources in their community, demonstrating commitment and capacity and the ability to strengthen the system of services by the participating agency.

With an investment of \$11,720,143 for FY 2015-2018, the Commission expects to reach 4,500 parents, 75% of which will score at "stable" or above on all indicators of the FDM, at an average cost per participant of \$2,600.

The Request for Proposals (14-02) Family and Community Support Partnerships – for Family Support Services was released on September 10, 2014 with a mandatory Proposers Conference held on September 23, 2014.

The deadline for submission of all proposals was 4:00 p.m. on October 17, 2014.

Twenty-three (23) proposals requesting more than \$36 million total for the funding period were received in response to RFP 14-02.

There are 3 phases to First 5 San Bernardino's standard review of proposals established by the Commission:

- Administrative Review
- Fiscal Capacity Review
- Program Evaluation Review

All submissions to RFP 14-02 met the minimum requirements at the Administrative

Review.

The Fiscal Capacity review, completed by an expert panel of accountants, to measure the agency's current ratio on short-term debt obligations, debt ratio and assets to debt is based on a points system. Two (2) agencies scored below the acceptable threshold for the fiscal capacity review and were denied for that reason.

The Program Evaluation review is conducted by both external and internal review teams and generates the scoring, where a baseline is established, which indicates the initial strength or weakness of the proposed program. With the objective of best being able to provide what the Commission seeks under this RFP, a competitive procurement, other factors also considered in this phase include geography, demographics (specialized populations), duplication/saturation, delivery of service method and costs, past performance and agency capacity.

At the Program Evaluation phase:

- Four (4) agencies scored below the established baseline (lowest scores) and were denied.
- Six (6) agencies, scored above the baseline, some fairly high, however in a competitive procurement considering all factors in meeting the Commission's outcomes, these proposers were rendered unsuccessful in this particular procurement and were denied.

One agency requested an Appeal however upon Counsel review was determined not to have grounds for such and were duly notified.

The remaining 11 proposals negotiated with the agencies named herein are being recommended for funding to provide Family Support Services with wide coverage throughout the County of San Bernardino, with the NPP as the primary service delivery, utilizing the MOM with the FDM tool and complemented with an innovative Parent Peer element.

Pending Commission approval, these contracted agencies will assist families seeking the skills necessary to develop and maintain positive parenting skills and decrease behaviors associated with child abuse and neglect. In addition to supporting the strengthening of relationships between parent/caregiver and child, this initiative will support long term safety and healthy developmental outcomes for children in San Bernardino County. Safe, stable, and nurturing relationships are paramount to healthy child development and preventing child maltreatment.

These contracts support SPA1 of First 5 San Bernardino's Strategic Plan specifically and objective activities for 1.3a, 1.3b and 1.3c:

SPA 1: Children and Families

Goal 1.3: Family and Community Support and Partnerships

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

Objective 1.3.b: Parents provide developmentally appropriate care

Objective 1.3.c: Families are resilient

Financial Impact

\$11,720,413 for a three-year funding cycle as allocated within the Long-Term Financial Plan approved by the Commission in June 2014.

Review

Sophie Akins, Commission Counsel

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



Program Outline Document 2015-2018

AGENCY INFORMATION

		Contract #:	<u>FS066</u>
Legal Entity:	<u>Bear Valley Community Healthcare District</u>		
Dept./Division:	<u></u>		
Project Name:	<u>The Mom and Dad Project</u>		
Address:	<u>P.O. Box 1649</u> <u>Big Bear Lake, CA 92315</u>	Phone #:	<u>909.878.2326</u>
Website:	<u>www.momanddadproject.com</u>	Fax #:	<u>909.878.8279</u>
Program Site Address:	<u>41820 Garstin Drive,</u> <u>Big Bear Lake, CA 92315</u>	Client Referral Phone #	<u>909.878.2326</u>

CONTACT INFORMATION

SIGNING AUTHORITY

Name:	<u>Randy Simmons</u>	Title:	<u>Interim CEO</u>
Address:	<u>P.O. Box 1649</u> <u>Big Bear Lake, CA 92315</u>	Direct Phone #:	<u>909.878.8214</u>
E-Mail:	<u>randy.simmons@bvchd.com</u>	Fax #:	<u></u>

PROGRAM CONTACT

Name:	<u>Megan Meadors</u>	Title:	<u>Program Director</u>
Address:	<u>P.O. Box 1649</u> <u>Big Bear Lake, CA 92315</u>	Direct Phone #:	<u>909.878.8324</u>
E-Mail:	<u>megmeadors@hotmail.com</u>	Fax #:	<u>909.878.8279</u>

FISCAL CONTACT

Name:	<u>Tina Wade</u>	Title:	<u>Office Manager</u>
Address:	<u>P.O. Box 1649</u> <u>Big Bear Lake, CA 92315</u>	Direct Phone #:	<u>909.878.2326</u>
E-Mail:	<u>momproject1@gmail.com</u>	Fax #:	<u>909.878.8279</u>

ADDITIONAL CONTACT (Describe): Program

Name: Nichole McGivney **Title:** Community Educator
Address: P.O. Box 1649 **Direct Phone #:** 909.878.2326
Big Bear Lake, CA 92315
E-Mail: nikki4kiddos@yahoo.com **Fax #:** 909.878.8279

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution Describe: _____
- Government Agency Describe: _____
- Private Entity/Institution Describe: For Profit
- Community-Based Describe: _____

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|--|---|--|
| <input type="checkbox"/> Health | <input type="checkbox"/> Early Screening and Intervention | <input type="checkbox"/> Health & Safety Education |
| | <input type="checkbox"/> Health Care Access | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Oral Health | |
| <input type="checkbox"/> Education | <input type="checkbox"/> Early Education Programs | <input type="checkbox"/> Quality Provider Programs |
| | <input type="checkbox"/> Access to Quality Child Care | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Family | <input checked="" type="checkbox"/> Parent Education | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Resource Center & Case Management | |
| <input type="checkbox"/> Systems | <input type="checkbox"/> Integrated Systems Planning & Implementation | <input type="checkbox"/> Community Outreach |
| | <input type="checkbox"/> Countywide Information Referral Systems | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Organizational Capacity Building | |

PROGRAM DESCRIPTION

This program utilizes the evidence-based Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The results will indicate the following:

- 71 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI
- 71 Families will reach a status level of at least **stable** on all indicators of the FDM

SERVICE AREA (LOCATIONS)

Big Bear Valley Mountain Region

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u>259,919</u>
2016-2017	\$ <u>266,365</u>
2017-2018	\$ <u>272,197</u>
Total	\$ <u>798,481</u>

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

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/> New	Vendor Code BEARVAL751		SC	Dept. 903	A	Contract Number FS066
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$798,481	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$798,481
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. CFFPEY16	Amount \$259,919
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use The Mom and Dad Project			FY	Estimated Payment Amount		Total by Fiscal Year FY Amount I/D
Nurturing Parenting & Matrix Outcomes Model			15-16	\$259,919		_____
(NPP-MOM)			16-17	\$266,365		_____
			17-18	\$272,197		_____

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

Legal Name (hereinafter called the Contractor)

Bear Valley Community Healthcare District

Department/Division

Address

P.O. Box 1649

Big Bear Lake, CA 92315

Phone

(909) 878-8214

Federal ID No.

33-0294751

Program Address (if different from legal address):

41820 Garstin Drive

Big Bear Lake, CA 92315

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

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

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

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

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

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I. DEFINITIONS

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

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.

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

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

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

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

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

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

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

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

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

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

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (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 and by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

Initial Here

▪ 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.

Initial Here

▪ Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than 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.

Initial Here

DD. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

- 2) Have not within a three (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 \$ 798,481 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 2015-16	\$ <u>259,919</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>266,365</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>272,197</u>	July 1, 2017 through June 30, 2018

Initial Here

B. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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, 2015 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: Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XIII. CONCLUSION

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

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

**BEAR VALLEY COMMUNITY HEALTHCARE
DISTRICT**

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Randy Simmons
Printed Name

Interim CEO
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**

Objective 1.3.b: Parents provide developmentally appropriate care



Agency Name: Bear Valley Community Healthcare District
Program Name: Mom and Dad Project
Service Area: Big Bear Mountain Region

Contract #: FS066
Fiscal Year: 2015 - 2018

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	71 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	71 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
	Objective	Activity	Dosage¹
	Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week
	Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies
	Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child
	Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance
			Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
			FDM Assessment (Every 3 months)
			ASQ-3 Completed – within 30-45 calendar days of enrollment
			Intake

Program Description:

This **Group-based** program utilizes **Nurturing Fathers, Prenatal Families or Nurturing Skills for Families** NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Service will be provided in *Big Bear and surrounding communities* as approved by First 5 San Bernardino.

¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
Agency Signature: _____
Date Signed: _____

Data Type: Core and Aggregate
Reporting Period: Monthly **Due:** On the 15th
Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 266,365
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	14-02 FS066

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	A	B	C	D	E	F	G	H	I	J
	Name:	Position:									
1	Megan Meadors	0.65	35.92	1352	25%	48,564	12,141	60,705	93,392	65%	Oversees and coordinates all aspects of the program. Responsible for all reporting to First 5, and attends all applicable First 5 Functions. Responsible for implementation/planning and coordinating all classes, workshops, etc. Responsible for oversight of staff.
2	Tina Wade	0.70	17.39	1456	33%	25,320	8,356	33,675	48,108	70%	Responsible for all financial reporting to First 5, as over seen by the Director. Responsible to ensure that all record keeping is accurate, both fiscal and programmatic. Responsible for all ordering or program materials, curriculum, office supplies, etc. Responsible for day-to- day functioning of the overall office.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 266,365
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	14-02 FS066

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	A	B	C	D	E	F	G	H	I	J
3	Juff Tunnell Community Educator/ Case Management	0.80	17.53	1660	34%	29,100	9,894	38,994	48,860	80%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of clients. Responsible for all Outreach Coordination Programs, light touch linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for facilitation of all Nurturing Father Activities, including father/child activities, and Dad and Me. Also required to assess clients for Case Management services and if deemed appropriate by the FDM (MOM) will be responsible for obtaining services to move client into a "stable" category.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 266,365
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	14-02 FS066

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	A	B	C	D	E	F	G	H	I	J
4	Terri Grunewald Community Educator/ Case Management	0.75	17.53	1560	34%	27,347	9,298	36,645	48,860	75%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of clients. Responsible for all Outreach Coordination, including facilitation of Nurturing Parenting Programs, light touch linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for facilitation of all Nurturing Parent Activities, including parent/child activities. Also required to assess clients for Case Management services and if deemed appropriate by the FDM (MOM) will be responsible for obtaining services to move client into a "stable" category.
5	Nichole McGivney Community Educator/NP	0.60	18.68	1248	13%	23,313	3,031	26,343	43,905	60%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and prenatal women that are seen in the facility



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 266,365
INITIATIVE: Family and Community Support and Partnership	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: 14-02 FS066

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	A	B	C	D	E	F	G	H	I	J
6	Stevie Benevento Structured Childcare/Housekeeping	0.53	17.53	1110	34%	19,458	6,616	26,074	48,860	53%	(STRUCTURED CHILDCARE) Responsible for providing licensed child care while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment session. (HOUSEKEEPING) The Parenting Education Center experiences high traffic, and usage. Housekeeping services are needed to clean and sanitize toys and various areas throughout the center after each class to maintain OSHA standards of cleanliness
Total Salaries & Benefits								\$ 222,436			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 266,365
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: 14-02 FS066

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Program Materials	2%	\$ 4,500	Educational Materials and Curriculum for all offered classes. Age appropriate toys and activities to use during classes associated with developmental milestones. Child friendly art and craft supplies.	
2 Participant Support	1%	\$ 2,150	Incentives will be directly related to the Nurturing Parent Program, incentives will include \$65 towards car seats, diapers, children's clothing, educational games, household items, parenting books, goods associated with parent child bonding activities per the Nurturing Program (i.e. fishing poles, for Dad and Me fishing day) Incentives will have a \$35 limit as paid by First 5. No gift cards will be charged to First 5	
3 Staff Development	0%	\$ 1,000	Available to aid the BVCHD Mom and Dad Project staff to remain current in the areas of Child Development, Strengthening Families, and other related classes and workshops that will enhance the mission of the agency.	
4 Advertising	2%	\$ 4,500	The use of radio, newspaper, local cable, program literature, and event outreach items such as pens, hats, and other small items with the programs/First 5's (approved) logo on them	
5 Printing	0%	\$ 500	Printing costs associated with flyers, booklets, stationary, and business cards	
6 Office Supplies	1%	\$ 2,000	Misc. office supplies necessary to maintain the Parenting Education Center, includes paper, pens, ink, and misc. office supplies.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 266,365
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: 14-02 FS066

7	Office Equipment	1%	\$ 2,729	Ongoing enhancement of classrooms to create a bright and friendly atmosphere. Includes child friendly furniture, lockable storage, display boards, copier lease, and related expenses.
8	Rent/Lease	6%	\$ 15,000	Cost associated with the rent of our current space
9	Utilities	2%	\$ 4,000	Telephone, internet, to provide clients the opportunity to use the internet for research and educational purposes. gas and electric for the purpose of heat and lights.
10	Postage	0%	\$ 150	Newsletters, participant mailings, events, flyers, and class schedules.
11	Peer Parent Support	1%	\$ 1,500	A one-time stipend for peer parent support services, only offered after a completion of 50 volunteer hours. We anticipate having 3 volunteers with us each fiscal year for this component.
12	Building Equipment/Maintenance	1%	\$ 1,400	Cleaning supplies, repair and maintenance fees for current equipment, snow plow expenses during the winter months
	Total Services & Supplies		\$ 39,429	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Nurturing Skills Classes	\$ 1,500	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
2 Nurturing Prenatal Classes	\$ 300	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 266,365
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: 14-02 FS066

3	Nurturing Father	\$ 1,500	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
4	Outreach	\$ 200	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
	Total Food	\$ 3,500	

IV. TRAVEL

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1		To attend trainings and mandatory convening's as set forth by First 5. Also to allow attendance at Commissioners Meetings, and other local enhancement trainings to support the Nurturing Parent Curriculum	1,000	Travel expenses related to classes, trainings, First 5 meetings, and trainings, hotels, rental cars etc. as related to The Nurturing Parent Programs.
	Total Travel		1,000	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1			
	Total Subcontractors	-	

VI. INDIRECT COSTS

	Percent:		
	Basis:		
	Total Indirect Costs		\$ -

TOTAL FIRST 5 BUDGET	\$ 266,365
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 259,919
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	14-02 FS066

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Megan Meadors	Program Director	0.65	34.88	1352	25%	47,158	11,789	58,947	90,688	65%	Oversees and coordinates all aspects of the program. Responsible for all reporting to First 5, and attends all applicable First 5 Functions. Responsible for implementation/planning and coordinating all classes, workshops, etc. Responsible for oversight of staff.
2	Tina Wade	Office Manager	0.70	16.89	1456	33%	24,592	8,115	32,707	46,724	70%	Responsible for all financial reporting to First 5, as over seen by the Director. Responsible to ensure that all record keeping is accurate, both fiscal and programmatic. Responsible for all ordering or program materials, curriculum, office supplies, etc. Responsible for day-to- day functioning of the overall office.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 259,919
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	14-02 FS066

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	A	B	C	D	E	F	G	H	I	J
3	Juff Tunnell Community Educator/ Case Management	0.80	17.02	1660	34%	28,253	9,606	37,859	47,438	80%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of clients. Responsible for all Outreach Coordination, including facilitation of Nurturing Parenting Programs, light touch linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for facilitation of all Nurturing Father Activities, including father/child activities, and Dad and Me. Also required to assess clients for Case Management services and if deemed appropriate by the FDM (MOM) will be responsible for obtaining services to move client into a "stable" category.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 259,919
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	14-02 FS066

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	A	B	C	D	E	F	G	H	I	J
4	Terri Grunewald Community Educator/ Case Management	0.75	17.02	1560	34%	26,551	9,027	35,579	47,438	75%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of clients. Responsible for all Outreach Coordination, including facilitation of Nurturing Parenting Programs, light touch linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for facilitation of all Nurturing Parent Activities, including parent/child activities. Also required to assess clients for Case Management services and if deemed appropriate by the FDM (MOM) will be responsible for obtaining services to move client into a "stable" category.
5	Nichole McGivney Community Educator/NP	0.60	18.14	1248	13%	22,639	2,943	25,582	42,636	60%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and prenatal women that are seen in the facility



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 259,919
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	14-02 FS066

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	A	B	C	D	E	F	G	H	I	J
6	Stevie Benevento Structured Childcare/Housekeeping	0.53	17.02	1110	34%	18,892	6,423	25,316	47,438	53%	(STRUCTURED CHILDCARE) Responsible for providing licensed child care while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment session. (HOUSEKEEPING) The Parenting Education Center experiences high traffic, and usage. Housekeeping services are needed to clean and sanitize toys and various areas throughout the center after each class to maintain OSHA standards of cleanliness
Total Salaries & Benefits								\$ 215,990			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 259,919
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: 14-02 FS066

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Program Materials	2%	4,500	Educational Materials and Curriculum for all offered classes. Age appropriate toys and activities to use during classes associated with developmental milestones. Child friendly art and craft supplies.	
2 Participant Support	1%	2,150	Incentives will be directly related to the Nurturing Parent Program, incentives will include \$65 towards car seats, diapers, children's clothing, educational games, household items, parenting books, goods associated with parent child bonding activities per the Nurturing Program (i.e. fishing poles, for Dad and Me fishing day) Incentives will have a \$35 limit as paid by First 5. No gift cards will be charged to First 5	
3 Staff Development	0%	1,000	Available to aid the BVCHD Mom and Dad Project staff to remain current in the areas of Child Development, Strengthening Families, and other related classes and workshops that will enhance the mission of the agency.	
4 Advertising	2%	4,500	The use of radio, newspaper, local cable, program literature, and event outreach items such as pens, hats, and other small items with the programs/First 5's (approved) logo on them	
5 Printing	0%	500	Printing costs associated with flyers, booklets, stationary, and business cards	
6 Office Supplies	1%	2,000	Misc. office supplies necessary to maintain the Parenting Education Center, includes paper, pens, ink, and misc. office supplies.	
7 Office Equipment	1%	2,729	Ongoing enhancement of classrooms to create a bright and friendly atmosphere. Includes child friendly furniture, lockable storage, display boards, copier lease, and related expenses.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 259,919
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: 14-02 FS066

8	Rent/Lease	6%	15,000	Cost associated with the rent of our current space
9	Utilities	2%	4,000	Telephone, internet, to provide clients the opportunity to use the internet for research and educational purposes. gas and electric for the purpose of heat and lights.
10	Postage	0%	150	Newsletters, participant mailings, events, flyers, and class schedules.
11	Peer Parent Support	1%	1,500	A one-time stipend for peer parent support services, only offered after a completion of 50 volunteer hours. We anticipate having 3 volunteers with us each fiscal year for this component.
12	Building Equipment/Maintenance	1%	1,400	Cleaning supplies, repair and maintenance fees for current equipment, snow plow expenses during the winter months
Total Services & Supplies			39,429	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Nurturing Skills Classes	1,500	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
2 Nurturing Prenatal Classes	300	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
3 Nurturing Father	1,500	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
4 Outreach	200	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
Total Food	3,500	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 259,919
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: 14-02 FS066

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	First 5 and other required venues as per contract	To attend trainings and mandatory convening's as set forth by First 5. Also to allow attendance at Commissioners Meetings, and other local enhancement trainings to support the Nurturing Parent Curriculum	1,000	Travel expenses related to classes, trainings, First 5 meetings, and trainings, hotels, rental cars etc. as related to The Nurturing Parent Programs.
	Total Travel		1,000	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1			-	
	Total Subcontractors		-	
VI. INDIRECT COSTS				
	Percent:			
	Basis:			
	Total Indirect Costs		\$ -	
TOTAL FIRST 5 BUDGET			\$ 259,919	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 272,197
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	FS066

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	A	B	C	D	E	F	G	H	I	J
	Name:	Position:									
1	Megan Meadors	0.65	36.99	1352	25%	50,010	12,503	62,513	96,174	65%	Oversees and coordinates all aspects of the program. Responsible for all reporting to First 5, and attends all applicable First 5 Functions. Responsible for implementation/planning and coordinating all classes, workshops, etc. Responsible for oversight of staff.
2	Tina Wade	0.70	17.91	1456	33%	26,077	8,605	34,682	49,546	70%	Responsible for all financial reporting to First 5, as over seen by the Director. Responsible to ensure that all record keeping is accurate, both fiscal and programmatic. Responsible for all ordering or program materials, curriculum, office supplies, etc. Responsible for day-to- day functioning of the overall office.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 272,197
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	FS066

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	A	B	C	D	E	F	G	H	I	J
3	Juff Tunnell Community Educator/ Case Management	0.80	18.05	1660	34%	29,963	10,187	40,150	50,309	80%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of clients. Responsible for all Outreach Coordination, including facilitation of Nurturing Parenting Programs, light touch linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for facilitation of all Nurturing Father Activities, including father/child activities, and Dad and Me. Also required to assess clients for Case Management services and if deemed appropriate by the FDM (MOM) will be responsible for obtaining services to move client into a "stable" category.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 272,197
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	FS066

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	A	B	C	D	E	F	G	H	I	J
4	Terri Grunewald Community Educator/ Case Management	0.75	18.05	1560	34%	28,158	9,574	37,732	50,309	75%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of clients. Responsible for all Outreach Coordination, including facilitation of Nurturing Parenting Programs, light touch linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for facilitation of all Nurturing Parent Activities, including parent/child activities. Also required to assess clients for Case Management services and if deemed appropriate by the FDM (MOM) will be responsible for obtaining services to move client into a "stable" category.
5	Nichole McGivney Community Educator/NP	0.60	18.68	1248	13%	23,313	3,031	26,343	43,905	60%	Responsible for facilitation of the Nurturing Parenting Program. Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and prenatal women that are seen in the facility



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	BVCHD The Mom and Dad Project	DIRECTOR:	Randy Simmons	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Megan Meadors	TOTAL BUDGET:	\$ 272,197
INITIATIVE:	Family and Community Support and Partnership	FINANCE OFFICER:	Uli Crezee	RFP/CONTRACT #:	FS066

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	A	B	C	D	E	F	G	H	I	J
6	Stevie Benevento Structured Childcare/Housekeeping	0.53	18.05	1110	34%	20,036	6,812	26,848	50,309	53%	(STRUCTURED CHILDCARE) Responsible for providing licensed child care while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment session. (HOUSEKEEPING) The Parenting Education Center experiences high traffic, and usage. Housekeeping services are needed to clean and sanitize toys and various areas throughout the center after each class to maintain OSHA standards of cleanliness
Total Salaries & Benefits								\$ 228,268			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 272,197
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: FS066

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Materials	2%	4,500	Educational Materials and Curriculum for all offered classes. Age appropriate toys and activities to use during classes associated with developmental milestones. Child friendly art and craft supplies.
2	Participant Support	1%	2,150	Incentives will be directly related to the Nurturing Parent Program, incentives will include \$65 towards car seats, diapers, children's clothing, educational games, household items, parenting books, goods associated with parent child bonding activities per the Nurturing Program (i.e. fishing poles, for Dad and Me fishing day) Incentives will have a \$35 limit as paid by First 5. No gift cards will be charged to First 5
3	Staff Development	0%	1,000	Available to aid the BVCHD Mom and Dad Project staff to remain current in the areas of Child Development, Strengthening Families, and other related classes and workshops that will enhance the mission of the agency.
4	Advertising	2%	4,500	The use of radio, newspaper, local cable, program literature, and event outreach items such as pens, hats, and other small items with the programs/First 5's (approved) logo on them
5	Printing	0%	500	Printing costs associated with flyers, booklets, stationary, and business cards
6	Office Supplies	1%	2,000	Misc. office supplies necessary to maintain the Parenting Education Center, includes paper, pens, ink, and misc. office supplies.
7	Office Equipment	1%	2,729	Ongoing enhancement of classrooms to create a bright and friendly atmosphere. Includes child friendly furniture, lockable storage, display boards, copier lease, and related expenses.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 272,197
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: FS066

8	Rent/Lease	6%	15,000	Cost associated with the rent of our current space
9	Utilities	1%	4,000	Telephone, internet, to provide clients the opportunity to use the internet for research and educational purposes. gas and electric for the purpose of heat and lights.
10	Postage	0%	150	Newsletters, participant mailings, events, flyers, and class schedules.
11	Peer Parent Support	1%	1,500	A one-time stipend for peer parent support services, only offered after a completion of 50 volunteer hours. We anticipate having 3 volunteers with us each fiscal year for this component.
12	Building Equipment/Maintenance	1%	1,400	Cleaning supplies, repair and maintenance fees for current equipment, snow plow expenses during the winter months
	Total Services & Supplies		39,429	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Nurturing Skills Classes	1,500	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
2 Nurturing Prenatal Classes	300	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
3 Nurturing Father	1,500	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
4 Outreach	200	Food and refreshments for classes and support groups to have available to clients. Also includes plates, napkins, cutlery
Total Food	3,500	

IV. TRAVEL



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: BVCHD The Mom and Dad Project	DIRECTOR: Randy Simmons (CEO)	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: The Mom and Dad Project	PROGRAM DIRECTOR: Megan Meadors	TOTAL BUDGET: \$ 272,197
INITIATIVE: Family and Community Support and Partnerships	FINANCE OFFICER: Uli Crezee	RFP/CONTRACT #: FS066

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1		To attend trainings and mandatory convening's as set forth by First 5. Also to allow attendance at Commissioners Meetings, and other local enhancement trainings to support the Nurturing Parent Curriculum	1,000	Travel expenses related to classes, trainings, First 5 meetings, and trainings, hotels, rental cars etc. as related to The Nurturing Parent Programs.
	Total Travel		1,000	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Subcontractors		-	
VI. INDIRECT COSTS				
	Percent:			
	Basis:			
	Total Indirect Costs		\$ -	
TOTAL FIRST 5 BUDGET			\$ 272,197	

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

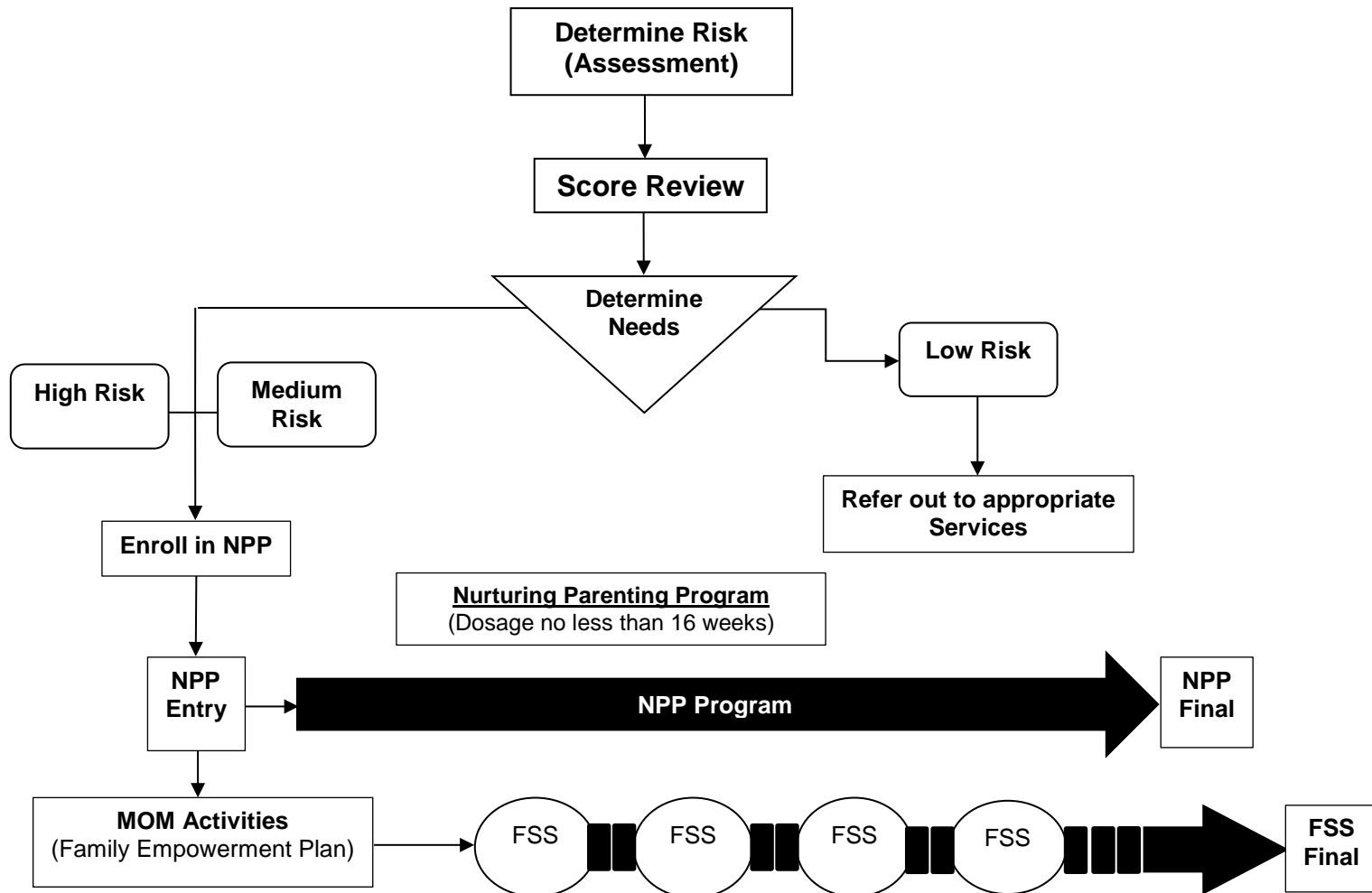
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS065

Legal Entity: Building A Generation

Dept./Division: N/A

Project Name: Nurturing Parenting

Address: P.O. Box 7517
Redlands, CA 92373

Phone #: 909-793-8822

Website: www.BuildingAGeneration.org

Fax #: 909-793-8823

Program Site Address: 932 West Cypress Avenue
Redlands, CA 92373
See attached for additional sites

Client Referral Phone # 909-793-8822

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Melinda Corral

Title: Executive Director

Address: P.O. Box 7517
Redlands, CA 92373

Direct Phone #: 909-793-8822

Fax #: 909-793-8823

E-Mail: MCorral@buildingageneration.org

PROGRAM CONTACT

Name: Melinda Corral

Title: Executive Director

Address: P.O. Box 7517
Redlands, CA 92373

Direct Phone #: 909-793-8822

Fax #: 909-793-8823

E-Mail: MCorral@buildingageneration.org

FISCAL CONTACT

Name: Melinda Corral

Title: Executive Director

Address: P.O. Box 7517
Redlands, CA 92373

Direct Phone #: 909-793-8822

Fax #: 909-793-8823

E-Mail: MCorral@buildingageneration.org

ADDITIONAL CONTACT (Describe): Contract Representative

Name: Sherry Edwards

Title: Board of Directors, Chairperson

Address: 20 West Lugonia Avenue
Redlands, CA 92374

Direct Phone #: 909-748-6908

Fax #: 909-307-5335

E-Mail: Sherry_Edwards@redlands.k12.ca.us

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** Describe: Choose an item.
- Government Agency** Describe: Choose an item.
- Private Entity/Institution** Describe: Choose an item.
- Community-Based** Describe: Non Profit

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|---|--|---|
| <input type="checkbox"/> Health | <input type="checkbox"/> Early Screening and Intervention | <input type="checkbox"/> Health & Safety Education |
| | <input type="checkbox"/> Health Care Access | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Oral Health | <hr/> |
| <input type="checkbox"/> Education | <input type="checkbox"/> Early Education Programs | <input type="checkbox"/> Quality Provider Programs |
| | <input type="checkbox"/> Access to Quality Child Care | <input type="checkbox"/> Other: |
| | | <hr/> |
| <input checked="" type="checkbox"/> Family | <input checked="" type="checkbox"/> Parent Education | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Resource Center & Case Management | <hr/> |
| <input type="checkbox"/> Systems | <input type="checkbox"/> Integrated Systems Planning & Implementation | <input type="checkbox"/> Community Outreach |
| | <input type="checkbox"/> Countywide Information Referral Systems | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Organizational Capacity Building | <hr/> |

PROGRAM DESCRIPTION

This program utilizes the evidence-based Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children. This program also includes a parent-peer support component so that parents can assist other parents by advocating, guiding and providing moral support as they navigate systems and services.

SERVICE AREA (LOCATIONS)

Highland
Mentone
Redlands
Yucaipa
Victoria Elementary School

The results will indicate the following:

- 92 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI
- 92 Families will reach a status level of at least stable on all indicators of the FDM

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u>313,540</u>
2016-2017	\$ <u>275,267</u>
2017-2018	\$ <u>261,142</u>
Total	\$ <u>849,949</u>



Agency Name: Building A Generation
Program Name: Family Support and Community Partnerships
Contract #: FS065
Fiscal Year: 2015-2018

NAME OF SITE, SITE ADDRESS, PHONE NUMBER & CONTACT NAME
Mentone Family Resource Center 1320 Crafton Ave. Mentone, CA Site Number: (909) 794-7753 Contact Number: (909) 793-8822 Shannon Lockard, Program Specialist
Franklin Family Resource Center 850 E. Colton, Redlands Site Number: (909) 748-6770 Contact Number: (909) 793-8822 Shannon Lockard, Program Specialist
Lugonia Family Resource Center 202 E. Pennsylvania Ave, Redlands, CA Site Number: (909) 307-2424 Contact Number: (909) 793-8822 Shannon Lockard, Program Specialist
Victoria Family Resource Center 1505 Richardson St, San Bernardino Site Number: (909) 307-2487 Contact Number: (909) 793-8822 Shannon Lockard, Program Specialist

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code BUILDIN001 A			SC	Dept. 903	A
<input type="checkbox"/> Change						Contract Number FS065
<input type="checkbox"/> Cancel						
Organization Children and Families Commission				Dept. 903	Orgn. PROG	Contractor's License No.
Commission Representative Cindy Faulkner, Operations Manager				Telephone 909-386-7706		Total Contract Amount \$849,949
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$849,949
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. CFFPEY16	Amount \$313,540
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Nurturing Parenting & Matrix Outcomes Model (NPP-MOM)				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D
				15-16	\$313,540	---
				16-17	\$275,267	---
				17-18	\$261,142	---

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

Legal Name (hereinafter called the Contractor)

Building A Generation

Department/Division

Address

P. O. Box 7517

Redlands, CA 92373

Phone

(909) 793-8822

Federal ID No.

54-2104001

Program Address (if different from legal address):

932 West Cypress Avenue

Redlands, CA 92373

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

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

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

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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I. DEFINITIONS

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

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.

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

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

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

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

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

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

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

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

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

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

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

Initial Here

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 and by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

- 2) Have not within a three (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 \$ 849,949 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 2015-16	\$ <u>313,540</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>275,267</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>261,142</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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, 2015 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: Building A Generation
P. O. Box 7517
Redlands, CA 92373

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

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

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

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

continued on next page

XIII. CONCLUSION

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

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

BUILDING A GENERATION

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Melinda Corral
Printed Name

Commission Chair
Title

Executive Director
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**



Agency Name: Building a Generation
 Program Name: Nurturing Parenting
 Service Area: East Valley

Contract #: FS065
 Fiscal Year: 2015 - 2018

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	92 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	92 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
Objective	Activity	Dosage¹	Verification
Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week	Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies	FDM Assessment (Every 3 months)
Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child	ASQ-3 Completed – within 30-45 calendar days of enrollment
Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance	Intake

Program Description:

This **Group-based** program utilizes **Parents & Their Infants, Toddlers, & Preschoolers** NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Services will be offered in *Highland, Mentone, Redlands, Yucaipa, Victoria Elementary School and surrounding communities* as approved by First 5 San Bernardino. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core and Aggregate
 Reporting Period: Monthly **Due:** On the 15th
 Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 313,540
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Melinda Corral	Executive Director	0.48	31.6	988	16%	31,221	4,995	36,216	76,244	48%	Provides overall program, fiscal and administration oversight, recruits all staffing for program, provides leadership and keeps the Family Support Services functioning to meet commission desired outcomes. Convenes regular meetings to ensure proper services documentation and evaluation occurs. Works directly with the other program staff to train and ensure that Nurturing Parenting Program, Social Work Model, Family Strengthening and protective factors framework, family development matrix are accurately incorporated. Coordinated with First 5 San Bernardino staff, school personnel, agency partners, community relations and marketing, to ensure the sustainability of program. Reports directly to the Board of Director to ensure they are kept informed of all key program activities, outcomes, and sustainability efforts.



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2015-2016
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
2	Shannon Lockard Program Specialist	0.63	23.07	1300	16%	29,991	4,799	34,790	55,663	63%	Facilitates Nurturing Parenting Program groups. The Program, specialist will be responsible for coordinating and planning the sessions with Site Coordinators and Case Managers. They will lead the Nurturing Parenting Program team towards achieving desired outcomes, including analyzing current processes and delivery and making improvements to maximize parent progress as evidenced by improved score on the Adult-Adolescent Parenting Inventory (AAP1-2) and the Nurturing skills Competency Scale (NSCS) Program Specialist will be responsible for entering data into First 5 database and evaluation of data to tailor sessions that will address specific areas in the five constructs based on parent response, while remaining flexible in planning sessions to account for possibility additional time may be needed for parents to grasp session material. In addition, pre and post outcomes will be used as a tool to improve program implementation and to check for participant understanding of Core Nurturing Parenting Core Competencies. Lead and facilitate weekly client wrap meeting and collective goal and outcome meetings with program staff ensure each participant achieves desired goals.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
3	Apryl Reece Site Coordinator	0.63	17.67	1300	16%	22,971	3,675	26,646	42,634	63%	Site Coordinators will co-facilitate Nurturing Parenting Groups including Child Enrichment component of Nurturing Parenting Program. In addition, plan and coordinate the sessions, including prepping the space for sessions, gathering materials for parent groups and child enrichment sessions and purchasing and preparing snacks/meals. Provide outreach to schools and other local community agencies and partners. Enroll participants in the Nurturing Parent Program, including administering the Pre-Adult-Adolescent Parenting Inventory (AAPI-2) and the Pre-Nurturing Skills Competency Scale (NSCS) and enter results into database to receive participants' index level of risk of child maltreatment. Evaluate results to aid Program Specialist in determining appropriate material to cover in sessions. Site Coordinators will also participate in client wrap meetings and any additional outcome related meetings. Coordinate Parent Leadership component, which is Building A Generation's parent-peer component.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 313,540
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
4	Yolanda Leal Site Coordinator	0.63	17.67	1300	16%	22,971	3,675	26,646	42,634	63%	Site Coordinators will co-facilitate Nurturing Parenting Groups including Child Enrichment component of Nurturing Parenting Program. In addition, plan and coordinate the sessions, including prepping the space for sessions, gathering materials for parent groups and child enrichment sessions and purchasing and preparing snacks/meals. Provide outreach to schools and other local community agencies and partners. Enroll participants in the Nurturing Parent Program, including administering the Pre-Adult-Adolescent Parenting Inventory (AAPI-2) and the Pre-Nurturing Skills Competency Scale (NSCS) and enter results into database to receive participants' index level of risk of child maltreatment. Evaluate results to aid Program Specialist in determining appropriate material to cover in sessions. Site Coordinators will also participate in client wrap meetings and any additional outcome related meetings. Coordinate Parent Leadership component, which is Building A Generation's parent-peer component.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Dulce Martinez Case Manager	0.65	17.32	1352	16%	23,417	3,747	27,163	41,790	65%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings.
6	Jaimie Martinez Case Manager	0.63	17.32	1300	16%	22,516	3,603	26,119	41,790	63%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	Building A Generation	DIRECTOR:	Melinda Corral	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Parenting	PROGRAM DIRECTOR:	Melinda Corral	TOTAL BUDGET:	\$ 313,540
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Board Treasurer, Katie Hernandez	RFP/CONTRACT #:	14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
7	Aubrye Butler Case Manager	0.65	17.67	1352	16%	23,890	3,822	27,712	42,634	65%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings.
8	Cynthia Cardoza Case Manager	0.63	17.32	1300	16%	22,516	3,603	26,119	41,790	63%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	Building A Generation	DIRECTOR:	Melinda Corral	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Parenting	PROGRAM DIRECTOR:	Melinda Corral	TOTAL BUDGET:	\$ 313,540
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Board Treasurer, Katie Hernandez	RFP/CONTRACT #:	14-02 FS065

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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
9	Isabel Estrada Admin Assistant	0.73	16.07	1508	16%	24,234	3,877	28,111	38,774	73%	Provides assistance to Program Staff (Executive Director, Program Specialist, Site Coordinators, Case Managers and Parent Educator) This includes screening calls from the main office and transferring to case managers, bookkeeping responsibilities, ordering supplies and keeping inventory, processing of monetary and non-monetary requests including money for NPP groups and participants incentives. Administrative Assistant also helps to work with Director to process monthly reimbursement invoices.
10	TBD Parent Educator	0.28	16	572	16%	9,152	1,464	10,616	38,605	28%	Facilitate NPP groups. They will be responsible for preparing for groups sessions. The parent educator will participate in wrap meetings and any other outcome related meeting
Total Salaries & Benefits								\$ 270,138			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

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PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 313,540
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Materials / Supplies	2%	\$ 4,900	Nurturing Parenting Program (NPP) materials for parents and children such as books, folders, journals, child enrichment games and supplemental tools. Facilitator manuals, support manuals and required DVDs for specific sessions. Child enrichment supplies and games, toys and enrichment items needed for the Centers component of the NPP child group. Projectors and projector screens to show NPP DVDs Markers, flip chart paper, easels, containers to transport materials and items needed to serve food (plates, forks, spoons, napkins and cups).
2	Participant Support	0%	\$ 300	Needed monies for transportation is minimal as Nurturing Parenting sessions and all related activities involved in the program, including case management and the parent-peer component will be held at Building A Generation's 4 resource centers on elementary school campuses strategically located in communities that demonstrate a need for services. Most parents will be in walking distance and public transportation is in close proximity if they do not have access to a vehicle
3	Participant Achievement	1%	\$ 3,000	Incentives for parents upon completion of the 16 week group. Items may include educational books, enrichment toys or family strengthening activities.
4	Staff Development/Training	0%	\$ 1,200	Nurturing Parenting Program Facilitator training for 2 Site Coordinators and 4 Case Managers and 1 bilingual Parent Educator all whom will be working direct with parents and children during the duration of the NPP sessions. Additional training or development in relation to strengthening facilitator skill set and/or FDMand/or NPP knowledge & to carry out case management successfully
5	Advertisements	0%	\$ -	No Advertisement cost associated with this program



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 313,540
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

6	Printing	1%	\$ 1,600	Posters, flyers and administrative documents. It is BAG's practice to utilize email to send promotional materials and documents whenever possible keeping printing cost down. Reduced printing rates through Redlands Unified School District further mitigates cost
7	Postage	0%	\$ 500	This line items covers general office and program mailings.
8	Subscriptions	0%	\$ -	
9	Office Supplies	1%	\$ 1,900	This line item covers all office supplies that support service to this program.
10	Office Equipment	0%	\$ 1,500	Electronic equipment needed for program implementation and evaluation. Copier, Computer, printer, Child friendly furniture needed for child enrichment component, such as tables and chairs.
11	Rent/Lease Building	2%	\$ 6,674	Lease for administrative office, as well as costs of rooms on school campuses as needed and as required by school site s school sites that charge a small fee for using the space for classes
12	Building/Equipment Maintenance	1%	\$ 2,030	Maintenance of office space and equipment, such as printers, fax machines, professional cleaning and computers.
13	Utilities	1%	\$ 2,030	
14	Liability, Officers, Profession, Property Tax	1%	\$ 4,640	Covers professional and liability insurance, Board of Directors, property and IRS and state reporting fees
Total Services & Supplies			\$ 30,274	
III. FOOD				
Event(s):			TOTAL F5SB BUDGET	Description/Justification:
1	Food Expense for Classes		5,000	Food will be used for classes offered throughout the year



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Building A Generation		DIRECTOR: Melinda Corral		PROGRAM YEAR: 2015-2016	
PROGRAM TITLE: Parenting		PROGRAM DIRECTOR: Melinda Corral		TOTAL BUDGET: \$ 313,540	
INITIATIVE: Family Support Services		FINANCE OFFICER: Board Treasurer, Katie Hernandez		RFP/CONTRACT #: 14-02 FS065	
Total Food			5,000		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:	
1	Employee Mileage and Travel	Staff trainings, collaborative & partner meetings, errands to purchase/pick up office and program supplies, outreach	600	Case Management and Nuturing Parenting Classes will be conducted onsite so mileage is minimal. Costs associated will include travel for purchasing/pick up of program and office supplies, training, networking/partner meetings, and other program related errands.	
Total Travel			600		
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:	
1	Eadie and Payne		4,070	Accounting services provided by Eadie & Payne LLP; providing monthly and year fiscal reports and tax filing.	
2	Auditor		2,500	Annual audit preparation	
3	Payroll (Rapid Data)		957	Payroll management, including by-weekly payroll preparation by rapid data.	
Total Subcontractors			7,527		
VI. INDIRECT COSTS					
	Percent:				
	Basis:				
Total Indirect Costs			\$ -		
TOTAL FIRST 5 BUDGET			\$ 313,540		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 275,267
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Melinda Corral	Executive Director	0.43	32.23	884	16%	28,491	4,559	33,050	77,765	43%	Provides overall program, fiscal and administration oversight, recruits all staffing for program, provides leadership and keeps the Family Support Services functioning to meet commission desired outcomes. Convenes regular meetings to ensure proper services documentation and evaluation occurs. Works directly with the other program staff to train and ensure that Nurturing Parenting Program, Social Work Model, Family Strengthening and protective factors framework, family development matrix are accurately incorporated. Coordinated with First 5 San Bernardino staff, school personnel, agency partners, community relations and marketing, to ensure the sustainability of program. Reports directly to the Board of Director to ensure they are kept informed of all key program activities, outcomes, and sustainability efforts.



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 275,267
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
2	Shannon Lockard Program Specialist	0.63	23.53	1300	16%	30,589	4,894	35,483	56,773	63%	Facilitates Nurturing Parenting Program groups. The Program, specialist will be responsible for coordinating and planning the sessions with Site Coordinators and Case Managers. They will lead the Nurturing Parenting Program team towards achieving desired outcomes, including analyzing current processes and delivery and making improvements to maximize parent progress as evidenced by improved score on the Adult-Adolescent Parenting Inventory (AAP1-2) and the Nurturing skills Competency Scale (NSCS) Program Specialist will be responsible for entering data into First 5 database and evaluation of data to tailor sessions that will address specific areas in the five constructs based on parent response, while remaining flexible in planning sessions to account for possibility additional time may be needed for parents to grasp session material. In addition, pre and post outcomes will be used as a tool to improve program implementation and to check for participant understanding of Core Nurturing Parenting Core Competencies. Lead and facilitate weekly client wrap meeting and collective goal and outcome meetings with program staff ensure each participant achieves desired goals.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 275,267
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
3	Apryl Reece Site Coordinator	0.55	18.02	1144	16%	20,615	3,298	23,913	43,479	55%	Site Coordinators will co-facilitate Nurturing Parenting Groups including Child Enrichment component of Nurturing Parenting Program. In addition, plan and coordinate the sessions, including prepping the space for sessions, gathering materials for parent groups and child enrichment sessions and purchasing and preparing snacks/meals. Provide outreach to schools and other local community agencies and partners. Enroll participants in the Nurturing Parent Program, including administering the Pre-Adult-Adolescent Parenting Inventory (AAPI-2) and the Pre-Nurturing Skills Competency Scale (NSCS) and enter results into database to receive participants' index level of risk of child maltreatment. Evaluate results to aid Program Specialist in determining appropriate material to cover in sessions. Site Coordinators will also participate in client wrap meetings and any additional outcome related meetings. Coordinate Parent Leadership component, which is Building A Generation's parent-peer component.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 275,267
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
4	Yolanda Leal Site Coordinator	0.53	18.02	1092	16%	19,678	3,148	22,826	43,479	53%	Site Coordinators will co-facilitate Nurturing Parenting Groups including Child Enrichment component of Nurturing Parenting Program. In addition, plan and coordinate the sessions, including prepping the space for sessions, gathering materials for parent groups and child enrichment sessions and purchasing and preparing snacks/meals. Provide outreach to schools and other local community agencies and partners. Enroll participants in the Nurturing Parent Program, including administering the Pre-Adult-Adolescent Parenting Inventory (AAPI-2) and the Pre-Nurturing Skills Competency Scale (NSCS) and enter results into database to receive participants' index level of risk of child maltreatment. Evaluate results to aid Program Specialist in determining appropriate material to cover in sessions. Site Coordinators will also participate in client wrap meetings and any additional outcome related meetings. Coordinate Parent Leadership component, which is Building A Generation's parent-peer component.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	Building A Generation	DIRECTOR:	Melinda Corral	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Parenting	PROGRAM DIRECTOR:	Melinda Corral	TOTAL BUDGET:	\$ 275,267
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Board Treasurer, Katie Hernandez	RFP/CONTRACT #:	14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
5	Dulce Martinez Case Manager	0.50	17.67	1040	16%	18,377	2,940	21,317	42,634	50%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings
6	Jaimie Martinez Case Manager	0.50	17.32	1040	16%	18,013	2,882	20,895	41,790	50%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 275,267
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
7	Aubrye Butler Case Manager	0.50	17.67	1040	16%	18,377	2,940	21,317	42,634	50%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings.
8	Cynthia Cardoza Case Manager	0.50	18.02	1040	16%	18,741	2,999	21,739	43,479	50%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 275,267
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
9	Isabel Estrada Admin Assistant	0.65	16.32	1352	16%	22,065	3,530	25,595	39,377	65%	Provides assistance to Program Staff (Executive Director, Program Specialist, Site Coordinators, Case Managers and Parent Educator) This includes screening calls from the main office and transferring to case managers, bookkeeping responsibilities, ordering supplies and keeping inventory, processing of monetary and non-monetary requests including money for NPP groups and participants incentives. Administrative Assistant also helps to work with Director to process monthly reimbursement invoices.
10	TBD Parent Educator	0.30	16	624	16%	9,984	1,597	11,581	38,605	30%	Facilitate NPP groups. They will be responsible for preparing for groups sessions. The parent educator will participate in wrap meetings and any other outcome related meeting
Total Salaries & Benefits								\$	237,718		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 275,267
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Materials / Supplies	1%	1,793	Nurturing Parenting Program (NPP) materials for parents and children such as books, folders, journals, child enrichment games and supplemental tools. Facilitator manuals, support manuals and required DVDs for specific sessions. Child enrichment supplies and games, toys and enrichment items needed for the Centers component of the NPP child group. Projectors and projector screens to show NPP DVDs Markers, flip chart paper, easels, containers to transport materials and items needed to serve food (plates, forks, spoons, napkins and cups).
2	Participant Support	0%	-	Needed monies for transportation is minimal as Nurturing Parenting sessions and all related activities involved in the program, including case management and the parent-peer component will be held at Building A Generation's 4 resource centers on elementary school campuses strategically located in communities that demonstrate a need for services. Most parents will be in walking distance and public transportation is in close proximity if they do not have access to a vehicle
3	Participant Achievement	1%	3,500	Incentives for parents upon completion of the 16 week group. Items may include educational books, enrichment toys or family strengthening activities.
4	Staff Development/Training	0%	600	Nurturing Parenting Program Facilitator training for 2 Site Coordinators and 4 Case Managers and 1 bilingual Parent Educator all whom will be working direct with parents and children during the duration of the NPP sessions. Additional training or development in relation to strengthening facilitator skill set and/or FDMand/or NPP knowledge & to carry out case management successfully
5	Advertisements	0%	-	No Advertisement cost associated with this program



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

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PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 275,267
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

6	Printing	0%	1,000	Posters, flyers and administrative documents. It is BAG's practice to utilize email to send promotional materials and documents whenever possible keeping printing cost down. Reduced printing rates through Redlands Unified School District further mitigates cost
7	Postage	0%	100	This line items covers general office and program mailings.
8	Subscriptions	0%	-	
9	Office Supplies	1%	1,500	This line item covers all office supplies that support service to this program.
10	Office Equipment	0%	800	Electronic equipment needed for program implementation and evaluation. Copier, Computer, printer, Child friendly furniture needed for child enrichment component, such as tables and chairs.
11	Rent/Lease Building	3%	7,000	Lease for administrative office, as well as costs of rooms on school campuses as needed and as required by school site s school sites that charge a small fee for using the space for classes
12	Building/Equipment Maintenance	1%	2,030	Maintenance of office space and equipment, such as printers, fax machines, professional cleaning and computers.
13	Utilities	1%	2,030	
14	Liability, Officers, Profession, Property Tax	2%	4,140	Covers professional and liability insurance, Board of Directors, property and IRS and state reporting fees
Total Services & Supplies			24,493	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Food Expense for Classes	\$ 5,000	Food will be used for classes offered throughout the year



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Building A Generation		DIRECTOR: Melinda Corral		PROGRAM YEAR: 2016-2017	
PROGRAM TITLE: Parenting		PROGRAM DIRECTOR: Melinda Corral		TOTAL BUDGET: \$ 275,267	
INITIATIVE: Family Support Services		FINANCE OFFICER: Board Treasurer, Katie Hernandez		RFP/CONTRACT #: 14-02 FS065	
Total Food			\$	5,000	
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET		Description/Justification:
1	Employee Mileage and Travel	Staff trainings, collaborative & partner meetings, errands to purchase/pick up office and program supplies, outreach	600		Case Management and Nuturing Parenting Classes will be conducted onsite so mileage is minimal. Costs associated will include travel for purchasing/pick up of program and office supplies, training, networking/partner meetings, and other program related errands.
Total Travel			600		
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET		Description/Justification:
1	Eadie and Payne		4,000		Accounting services provided by Eadie & Payne LLP; providing monthly and year fiscal reports and tax filing.
2	Auditor		2,500		Annual audit preparation
3	Payroll (Rapid Data)		957		Payroll management, including by-weekly payroll preparation by rapid data.
Total Subcontractors			7,457		
VI. INDIRECT COSTS					
	Percent:				
	Basis:				
Total Indirect Costs			\$ -		
TOTAL FIRST 5 BUDGET			\$ 275,267		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 261,142
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Melinda Corral	Executive Director	0.35	32.87	728	16%	23,929	3,829	27,758	79,309	35%	Provides overall program, fiscal and administration oversight, recruits all staffing for program, provides leadership and keeps the Family Support Services functioning to meet commission desired outcomes. Convenes regular meetings to ensure proper services documentation and evaluation occurs. Works directly with the other program staff to train and ensure that Nurturing Parenting Program, Social Work Model, Family Strengthening and protective factors framework, family development matrix are accurately incorporated. Coordinated with First 5 San Bernardino staff, school personnel, agency partners, community relations and marketing, to ensure the sustainability of program. Reports directly to the Board of Director to ensure they are kept informed of all key program activities, outcomes, and sustainability efforts.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 261,142
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
2	Shannon Lockard Program Specialist	0.63	24	1300	16%	31,200	4,992	36,192	57,907	63%	Facilitates Nurturing Parenting Program groups. The Program, specialist will be responsible for coordinating and planning the sessions with Site Coordinators and Case Managers. They will lead the Nurturing Parenting Program team towards achieving desired outcomes, including analyzing current processes and delivery and making improvements to maximize parent progress as evidenced by improved score on the Adult-Adolescent Parenting Inventory (AAP1-2) and the Nurturing skills Competency Scale (NSCS) Program Specialist will be responsible for entering data into First 5 database and evaluation of data to tailor sessions that will address specific areas in the five constructs based on parent response, while remaining flexible in planning sessions to account for possibility additional time may be needed for parents to grasp session material. In addition, pre and post outcomes will be used as a tool to improve program implementation and to check for participant understanding of Core Nurturing Parenting Core Competencies. Lead and facilitate weekly client wrap meeting and collective goal and outcome meetings with program staff ensure each participant achieves desired goals



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2017-2018
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
3	Apryl Reece Site Coordinator	0.55	18.38	1144	16%	21,027	3,364	24,391	44,347	55%	Site Coordinators will co-facilitate Nurturing Parenting Groups including Child Enrichment component of Nurturing Parenting Program. In addition, plan and coordinate the sessions, including prepping the space for sessions, gathering materials for parent groups and child enrichment sessions and purchasing and preparing snacks/meals. Provide outreach to schools and other local community agencies and partners. Enroll participants in the Nurturing Parent Program, including administering the Pre-Adult-Adolescent Parenting Inventory (AAPI-2) and the Pre-Nurturing Skills Competency Scale (NSCS) and enter results into database to receive participants' index level of risk of child maltreatment. Evaluate results to aid Program Specialist in determining appropriate material to cover in sessions. Site Coordinators will also participate in client wrap meetings and any additional outcome related meetings. Coordinate Parent Leadership component, which is Building A Generation's parent-peer component.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	Building A Generation	DIRECTOR:	Melinda Corral	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Parenting	PROGRAM DIRECTOR:	Melinda Corral	TOTAL BUDGET:	\$ 261,142
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Board Treasurer, Katie Hernandez	RFP/CONTRACT #:	14-02 FS065

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	A	B	C	D	E	F	G	H	I	J
4	Yolanda Leal Site Coordinator	0.55	18.38	1144	16%	21,027	3,364	24,391	44,347	55%	Site Coordinators will co-facilitate Nurturing Parenting Groups including Child Enrichment component of Nurturing Parenting Program. In addition, plan and coordinate the sessions, including prepping the space for sessions, gathering materials for parent groups and child enrichment sessions and purchasing and preparing snacks/meals. Provide outreach to schools and other local community agencies and partners. Enroll participants in the Nurturing Parent Program, including administering the Pre-Adult-Adolescent Parenting Inventory (AAPI-2) and the Pre-Nurturing Skills Competency Scale (NSCS) and enter results into database to receive participants' index level of risk of child maltreatment. Evaluate results to aid Program Specialist in determining appropriate material to cover in sessions. Site Coordinators will also participate in client wrap meetings and any additional outcome related meetings. Coordinate Parent Leadership component, which is Building A Generation's parent-peer component.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	Building A Generation	DIRECTOR:	Melinda Corral	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Parenting	PROGRAM DIRECTOR:	Melinda Corral	TOTAL BUDGET:	\$ 261,142
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Board Treasurer, Katie Hernandez	RFP/CONTRACT #:	14-02 FS065

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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Dulce Martinez Case Manager	0.50	17.67	1040	16%	18,377	2,940	21,317	42,634	50%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings
6	Jaimie Martinez Case Manager	0.50	17.67	1040	16%	18,377	2,940	21,317	42,634	50%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	Building A Generation	DIRECTOR:	Melinda Corral	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Parenting	PROGRAM DIRECTOR:	Melinda Corral	TOTAL BUDGET:	\$ 261,142
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Board Treasurer, Katie Hernandez	RFP/CONTRACT #:	14-02 FS065

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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
7	Aubrye Butler Case Manager	0.50	17.67	1040	16%	18,377	2,940	21,317	42,634	50%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings
8	Cynthia Cardoza Case Manager	0.50	18.02	1040	16%	18,741	2,999	21,739	43,479	50%	Conduct Case Management utilizing the Family Development Matrix with those enroll in Nurturing Parenting Coarse. Case Managers will provide supplemental Nurturing Parenting sessions to individuals needing additional education, determined by participants AAPI-2 results, in areas not being covered in the current group format. In additional, Case Managers will continue case management with parents who require ongoing support and education to achieve improvement in their index level of risk. They will also be responsible for tracking, entering, and evaluating participant data. Participate in client wrap meetings and other outcome related meetings



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018

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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
9	Isabel Estrada Admin Assistant	0.55	16.71	1144	16%	19,116	3,059	22,175	40,318	55%	Provides assistance to Program Staff (Executive Director, Program Specialist, Site Coordinators, Case Managers and Parent Educator) This includes screening calls from the main office and transferring to case managers, bookkeeping responsibilities, ordering supplies and keeping inventory, processing of monetary and non-monetary requests including money for NPP groups and participants incentives. Administrative Assistant also helps to work with Director to process monthly reimbursement invoices.
10	TBD Parent Educator	0.40	16.98	832	16%	14,127	2,260	16,388	40,969	40%	Facilitate NPP groups. They will be responsible for preparing for groups sessions. The parent educator will participate in wrap meetings and any other outcome related meeting
Total Salaries & Benefits								\$ 236,985			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 261,142
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Materials / Supplies	0%	500	Nurturing Parenting Program (NPP) materials for parents and children such as books, folders, journals, child enrichment games and supplemental tools. Facilitator manuals, support manuals and required DVDs for specific sessions. Child enrichment supplies and games, toys and enrichment items needed for the Centers component of the NPP child group. Projectors and projector screens to show NPP DVDs Markers, flip chart paper, easels, containers to transport materials and items needed to serve food (plates, forks, spoons, napkins and cups).
2	Participant Support	0%	-	Needed monies for transportation is minimal as Nurturing Parenting sessions and all related activities involved in the program, including case management and the parent-peer component will be held at Building A Generation's 4 resource centers on elementary school campuses strategically located in communities that demonstrate a need for services. Most parents will be in walking distance and public transportation is in close proximity if they do not have access to a vehicle
3	Participant Achievement	1%	2,000	Incentives for parents upon completion of the 16 week group. Items may include educational books, enrichment toys or family strengthening activities.
4	Staff Development/Training	0%	500	Nurturing Parenting Program Facilitator training for 2 Site Coordinators and 4 Case Managers and 1 bilingual Parent Educator all whom will be working direct with parents and children during the duration of the NPP sessions. Additional training or development in relation to strengthening facilitator skill set and/or FDMand/or NPP knowledge & to carry out case management successfully
5	Advertisements	0%	-	No Advertisement cost associated with this program



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2017-2018

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 261,142
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

6	Printing	0%	600	Posters, flyers and administrative documents. It is BAG's practice to utilize email to send promotional materials and documents whenever possible keeping printing cost down. Reduced printing rates through Redlands Unified School District further mitigates cost
7	Postage	0%	50	This line items covers general office and program mailings.
8	Subscriptions	0%	-	
9	Office Supplies	0%	500	This line item covers all office supplies that support service to this program.
10	Office Equipment	0%	800	Electronic equipment needed for program implementation and evaluation. Copier, Computer, printer, Child friendly furniture needed for child enrichment component, such as tables and chairs.
11	Rent/Lease Building	1%	3,300	Lease for administrative office, as well as costs of rooms on school campuses as needed and as required by school site s school sites that charge a small fee for using the space for classes
12	Building/Equipment Maintenance	0%	1,000	Maintenance of office space and equipment, such as printers, fax machines, professional cleaning and computers.
13	Utilities	0%	1,000	
14	Liability, Officers, Profession, Property Tax	1%	2,000	Covers professional and liability insurance, Board of Directors, property and IRS and state reporting fees
Total Services & Supplies			12,250	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food Expense for Classes		2,055	Food will be used for classes offered throughout the year



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Building A Generation	DIRECTOR: Melinda Corral	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Parenting	PROGRAM DIRECTOR: Melinda Corral	TOTAL BUDGET: \$ 261,142
INITIATIVE: Family Support Services	FINANCE OFFICER: Board Treasurer, Katie Hernandez	RFP/CONTRACT #: 14-02 FS065

Total Food	2,055
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IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 Employee Mileage and Travel	Staff trainings, collaborative & partner meetings, errands to purchase/pick up office and program supplies, outreach	400	Case Management and Nuturing Parenting Classes will be conducted onsite so mileage is minimal. Costs associated will include travel for purchasing/pick up of program and office supplies, training, networking/partner meetings, and other program related errands.
Total Travel		400	

V. SUBCONTRACTORS

Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1 Eadie and Payne	5,595	Accounting services provided by Eadie & Payne LLP; providing monthly and year fiscal reports and tax filing.
2 Auditor	2,900	Annual audit preparation
3 Payroll (Rapid Data)	957	Payroll management, including by-weekly payroll preparation by rapid data.
Total Subcontractors	9,452	

VI. INDIRECT COSTS

Percent:		
Basis:		
Total Indirect Costs	\$ -	

TOTAL FIRST 5 BUDGET	\$ 261,142
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Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

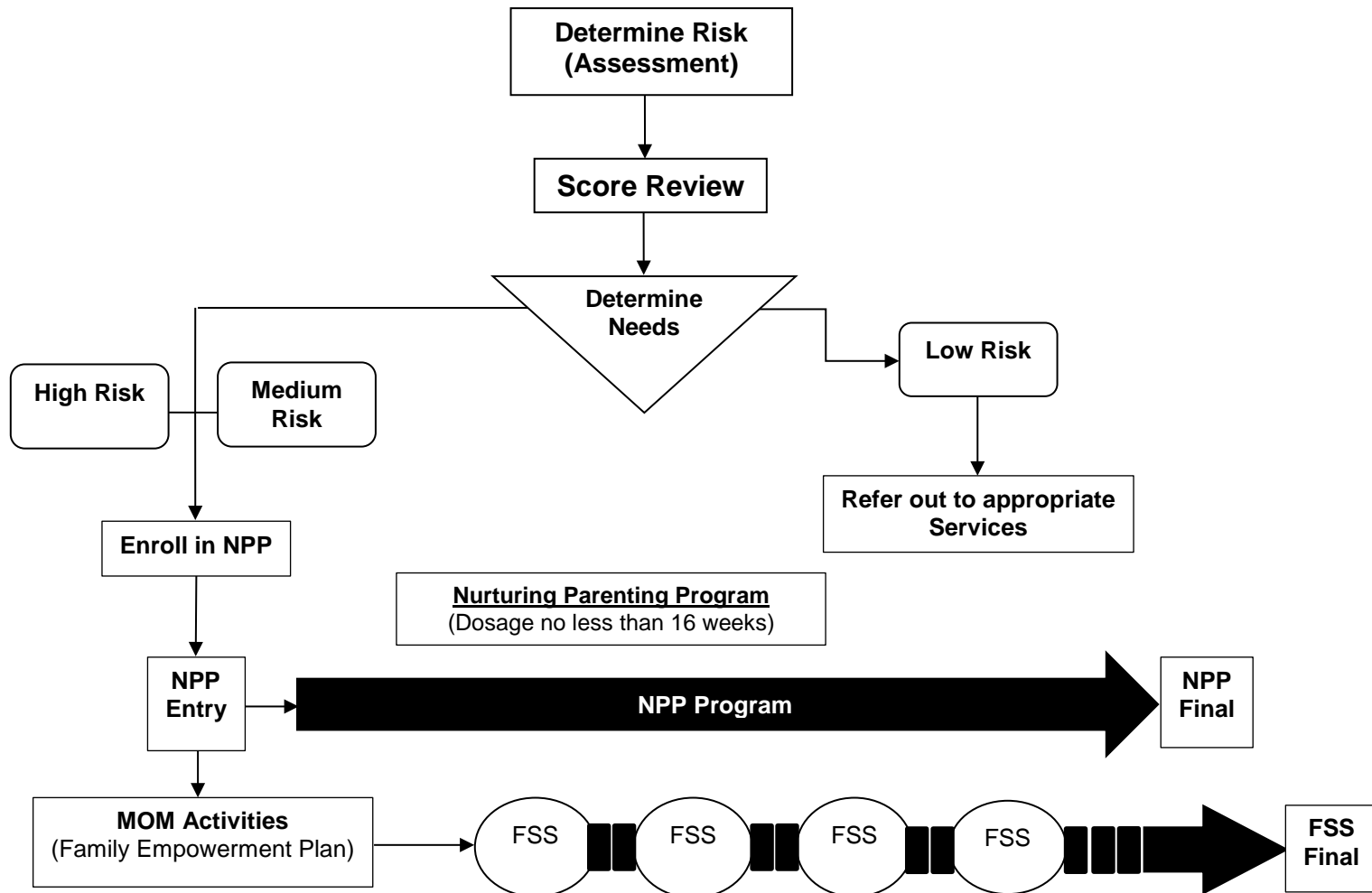
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS067

Legal Entity: Chino Valley Unified School District

Dept./Division: Health Services/Child Development

Project Name: Chino Valley TYKES Program

Address: 5130 Riverside Drive
Chino, CA 91710

Phone #: 909-628-1201 x 8960

Website: www.chino.k12.ca.us/Page/2550

Fax #: 909-548-6090

Program Site Address: Chino Valley Adult School
12970 Third Street
Chino, CA 91710
(see attached for additional sites)

Client Referral Phone # 909-628-1201 x8960

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Wayne M. Joseph
(see additional contact for mailing)

Title: Superintendent

Address: 5130 Riverside Drive
Chino, CA 91710

Direct Phone #: 909-628-1201 x1100

Fax #: 909-548-6090

E-Mail: Wayne_Joseph@chino.k12.ca.us

PROGRAM CONTACT

Name: Elizabeth Lara

Title: Program Specialist

Address: 12970 Third Street
Chino, CA 91710

Direct Phone #: 909-628-1201 x8965

Fax #: 909-548-6090

E-Mail: liz_lara@chino.k12.ca.us

FISCAL CONTACT

Name: Elizabeth Lara

Title: Program Specialist

Address: 12970 Third Street
Chino, CA 91710

Direct Phone #: 909-628-1201 x8965

Fax #: 909-548-6090

E-Mail: liz_lara@chino.k12.ca.us

ADDITIONAL CONTACT (Describe): Contract Representative

Name: Laurel Mullally, R.N., M.S.N., Ed.D

Address: 5130 Riverside Drive
Chino, CA 91710

E-Mail: Laurel_mullally@chino.k12.ca.us

MAILINGS TO THIS ADDRESS

Title: Director Health Services/Child Development

Direct Phone #: 909-628-1201 x8918

Fax #: 909-548-6090

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** Describe: School District K-12
- Government Agency** Describe: Choose an item.
- Private Entity/Institution** Describe: Choose an item.
- Community-Based** Describe: Choose an item.

FIRST 5 FOCUS AREA

- Health**
- Education**
- Family**
- Systems**

STRATEGY

- Early Screening and Intervention**
- Health Care Access**
- Oral Health**
- Health & Safety Education**
- Other:** _____
- Early Education Programs**
- Access to Quality Child Care**
- Quality Provider Programs**
- Other:** _____
- Parent Education**
- Resource Center & Case Management**
- Other:** _____
- Integrated Systems Planning & Implementation**
- Countywide Information Referral Systems**
- Community Outreach**
- Organizational Capacity Building**
- Other:** _____

PROGRAM DESCRIPTION

This program utilizes the evidence-based Prenatal Families and Infants, Toddlers, and Preschoolers-Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The results will indicate the following:

- 75 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI
- 75 Families will reach a status level of at least **stable** on all indicators of the FDM

COMMISSION LEVEL OUTCOMES

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

SERVICE AREA (LOCATIONS)

Chino Valley Adult School-
 HOPE Family Resource Center (FRC)
 12970 Third Street
 Chino, CA 91710

HOPE FRC at Walnut Elementary
 5550 Walnut Avenue
 Chino, CA 91710

HOPE FRC at Dickson Elementary
 3930 Pamela Drive
 Chino, CA 91710

HOPE FRC at Levi Dickey
 Elementary
 2840 Parco Avenue
 Ontario, CA 91761

HOPE FRC at the Alternative
 Education Center
 15650 Pipeline Avenue
 Chino Hills, CA 91709

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ 221,123
2016-2017	\$ 228,314
2017-2018	\$ 234,995
Total	\$ 684,432



Agency Name: Chino Valley USD
Program Name: Chino Valley TYKES Program
Contract #: FS067
Fiscal Year: 2015-2018

NAME OF SITE, SITE ADDRESS, PHONE NUMBER & CONTACT NAME
Chino Valley Adult School - HOPE Family Resource Center (FRC) 12970 Third Street, Chino CA 91710 909.628.1201 ext. 8960
HOPE FRC at Walnut Elementary 5550 Walnut Avenue, Chino CA 91710 909.628.1201 ext. 3120
HOPE FRC at Dickson Elementary 3930 Pamela Drive, Chino CA 91710 909.628.1201 ext. 4216
HOPE FRC at Levi Dickey Elementary 2840 Parco Avenue, Ontario CA 91761 909.628.1201 ext. 8603
HOPE FRC at the Alternative Education Center 15650 Pipeline Avenue, Chino Hills CA 91709 909.628.1201 ext. 5332

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code CHINOVA856			SC	Dept. 903	A
<input type="checkbox"/> Change						Contract Number FS067
<input type="checkbox"/> Cancel						
Organization Children and Families Commission				Dept. 903	Orgn. PROG	Contractor's License No.
Commission Representative Cindy Faulkner, Operations Manager				Telephone 909-386-7706		Total Contract Amount \$684,432
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$684,432
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. CFFPEY16	Amount \$221,123
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Chino Valley TYKES Program				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D
Nurturing Parenting &				15-16	\$221,123	---
Matrix Outcomes Model				16-17	\$228,314	---
(NPP-MOM)				17-18	\$234,995	---

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

Legal Name (hereinafter called the Contractor)

Chino Valley Unified School District

Department/Division

Health Services/Child Development

Address

5130 Riverside Drive

Chino, CA 91710

Phone

(909) 628-1201, X8976

Federal ID No.

95-6000586

Program Address (if different from legal address):

12970 Third Street

Chino, CA 91710

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

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

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

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

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

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I. DEFINITIONS

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

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.

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

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

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

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

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

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

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

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

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

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

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (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 and by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

- 2) Have not within a three (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 \$ 684,432 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 2015-16	\$ <u>221,123</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>228,314</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>234,995</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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.

Initial Here

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to 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.

Initial Here

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, 2015 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: Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XIII. CONCLUSION

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Wayne M. Joseph
Printed Name

Commission Chair
Title

Superintendent
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**



Agency Name: Chino Valley Unified School District Contract #: FS067
 Program Name: Tykes Parenting Fiscal Year: 2015 - 2018
 Service Area: West End

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	75 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	75 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
	Objective	Activity	Dosage¹
	Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week
	Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies
	Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child
	Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance
			Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
			FDM Assessment (Every 3 months)
			ASQ-3 Completed – within 30-45 calendar days of enrollment
			Intake

Program Description:

This **Group-based** program utilizes *Parents & Their Infants, Toddlers, & Preschoolers* NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Services will be provided in the *Chino Valley Unified School District (Chino, Chino Hills, and South Ontario) and surrounding communities* as approved by First 5 San Bernardino. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core and Aggregate
 Reporting Period: Monthly Due: On the 15th
 Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION:	Chino Valley Unified School District	DIRECTOR:	Laurel Mullally	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Chino Valley TYKES Program	PROGRAM DIRECTOR:	Elizabeth Lara	TOTAL BUDGET:	\$ 221,123
INITIATIVE:	Family Suppt Services	FINANCE OFFICER:	Elizabeth Lara	RFP/CONTRACT #:	14-02 FS067

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	A	B	C	D	E	F	G	H	I	J
	Name:										
	Position:										
1	Elizabeth Lara	0.75	27.67	1560	35%	43,165	15,108	58,273	77,697	75%	Will oversee staff, monitor subcontract, complete all program/fiscal reports and purchase materials/supplies as needed
2	Lilia Martinez	0.50	17.07	1040	27%	17,753	4,793	22,546	45,092	50%	Will answer phone calls and in person inquiries, data entry and general program support
3	Vacant	0.66	13.19	1372	22%	18,097	3,981	22,078	33,471	66%	Will implement and oversee NPP lessons, activities and childcare for children
Total Salaries & Benefits								\$ 102,897			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION: Chino Valley USD	DIRECTOR: Laurel Mullally	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: TYKES Program	PROGRAM DIRECTOR: Elizabeth Lara	TOTAL BUDGET: \$ 221,123
INITIATIVE: Family Support Services	FINANCE OFFICER: Elizabeth Lara	RFP/CONTRACT #: 14-02 FS067

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Program Materials and Supplies	0.020	4,500	Items related to program delivery such as NPP workbooks and materials/supplies for children's programming	
2 Staff Training	0.005	1,000	Training to Children's Network, Strategies and county workshops	
3 Printing	0.002	500	Duplicating and reprographics cost for forms, brochures and flyers	
4 Postage	0.000	100	Postage for correspondence with NPP/case management participants	
5 Office Supplies	0.002	500	Copy paper, file folders, printer supplies, envelopes, etc.	
6 Office Equipment	0.001	250	Cost for use of Xerox copier; annual cost shared by three programs	
7 Utilities	0.005	1,000	Bottled water delivery for participants at centers, cell phones for program staff	
Total Services & Supplies		7,850		
III. FOOD				
Event(s):		TOTAL F5SB BUDGET	Description/Justification:	
1 Food/snack expenses		750	Food for parents and children attending NPP programming	
2				
Total Food		750		
IV. TRAVEL				
Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION: Chino Valley USD		DIRECTOR: Laurel Mullally		PROGRAM YEAR: 2015-2016	
PROGRAM TITLE: TYKES Program		PROGRAM DIRECTOR: Elizabeth Lara		TOTAL BUDGET: \$ 221,123	
INITIATIVE: Family Support Services		FINANCE OFFICER: Elizabeth Lara		RFP/CONTRACT #: 14-02 FS067	
1	Mileage	Mileage reimbursement	250	Staff travel to training and program sites	
2	Transportation	Bus passes	100	Bus passes for NPP and case management participants	
Total Travel			350		
V. SUBCONTRACTORS					
Organization Name:			TOTAL F5SB BUDGET	Description/Justification:	
1	City of Chino		102,520	Subcontractor will hire 3 part-time parent facilitator/case managers to conduct NPP sessions and 3 CS leaders to provide child care. Expenses include standard benefits, mileage, fingerprinting and training.	
2					
Total Subcontractors			102,520		
VI. INDIRECT COSTS					
	Percent:	Amount was calculated at current rate- 6.08%.	6,756	Rate is set by the county for each school district	
	Basis:	Waiting on release of 2015/16 indirect rate			
Total Indirect Costs			\$ 6,756		
TOTAL FIRST 5 BUDGET			\$ 221,123		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-17**

ORGANIZATION:	Chino Valley Unified School District	DIRECTOR:	Laurel Mullally	PROGRAM YEAR:	2016-17
PROGRAM TITLE:	Chino Valley TYKES Program	PROGRAM DIRECTOR:	Elizabeth Lara	TOTAL BUDGET:	\$ 228,314
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Elizabeth Lara	RFP/CONTRACT #:	14-02 FS067

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	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	Elizabeth Lara Site Coordinator	0.75	28.68	1560	36%	44,741	16,107	60,847	81,130	75%	Will oversee staff, monitor subcontract, complete all program/fiscal reports and purchase materials/supplies as needed
2	Lilia Martinez Grant Support Specialist	0.50	17.58	1040	27%	18,283	4,936	23,220	46,439	50%	Will answer phone calls and in person inquiries, data entry and general program support
3	Vacant Child Care Specialist	0.66	13.57	1372	22%	18,618	4,096	22,714	34,435	66%	Will implement and oversee NPP lessons, activities and childcare for children
Total Salaries & Benefits								\$ 106,781			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-17**

ORGANIZATION: Chino Valley USD	DIRECTOR: Laurel Mullally	PROGRAM YEAR: 2016-17
PROGRAM TITLE: TYKES Program	PROGRAM DIRECTOR: Elizabeth Lara	TOTAL BUDGET: \$ 228,314
INITIATIVE: Family Support Services	FINANCE OFFICER: Elizabeth Lara	RFP/CONTRACT #: 14-02 FS067

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Materials and Supplies	0.0197	4,500	Items related to program delivery such as NPP workbooks and materials/supplies for children's programming
2	Staff Training	0.0044	1,000	Training to Children's Network, Strategies and county workshops
3	Printing	0.0022	500	Duplicating and reprographics cost for forms, brochures and flyers
4	Postage	0.0004	100	Postage for correspondence with NPP/case management participants
5	Office Supplies	0.0022	500	Copy paper, file folders, printer supplies, envelopes, etc.
6	Office Equipment	0.0011	250	Cost for use of Xerox copier; annual cost shared by three programs
7	Utilities	0.0044	1,000	Bottled water delivery for participants at centers, cell phones for program staff
	Total Services & Supplies		7,850	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food/snack expenses		750	Food for parents and children attending NPP programming
	Total Food		750	
IV. TRAVEL				



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-17**

ORGANIZATION: Chino Valley USD	DIRECTOR: Laurel Mullally	PROGRAM YEAR: 2016-17
PROGRAM TITLE: TYKES Program	PROGRAM DIRECTOR: Elizabeth Lara	TOTAL BUDGET: \$ 228,314
INITIATIVE: Family Support Services	FINANCE OFFICER: Elizabeth Lara	RFP/CONTRACT #: 14-02 FS067

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Mileage	Mileage reimbursement	250	Staff travel to training and program sites
2	Transportation	Bus passes	100	Bus passes for NPP and case management participants
2				
	Total Travel		350	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1	City of Chino		105,538	Subcontractor will hire 3 part-time parent facilitator/case managers to conduct NPP sessions and 3 CS leaders to provide child care. Expenses include standard benefits, mileage, fingerprinting and training.
	Total Subcontractors		105,538	
VI. INDIRECT COSTS				
	Percent:	Amount was calculated at current rate- 6.08%.	7,045	Rate is set by the county for each school district
	Basis:	Waiting on release of 2015/16 indirect rate		
	Total Indirect Costs		7,045	
TOTAL FIRST 5 BUDGET			\$ 228,314	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION: Chino Valley Unified School District	DIRECTOR: Laurel Mullally	PROGRAM YEAR: 2017-18	2017-2018
PROGRAM TITLE: Chino Valley TYKES Program	PROGRAM DIRECTOR: Elizabeth Lara	TOTAL BUDGET:	\$ 234,995
INITIATIVE: Family Support Services	FINANCE OFFICER: Elizabeth Lara	RFP/CONTRACT #: 14-02	FS067

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	Elizabeth Lara Site Coordinator	0.75	29.49	1560	36%	46,004	16,562	62,566	83,421	75%	Will oversee staff, monitor subcontract, complete all program/fiscal reports and purchase materials/supplies as needed
2	Lilia Martinez Grant Support Specialist	0.50	18.13	1040	27%	18,855	5,091	23,946	47,892	50%	Will answer phone calls and in person inquiries, data entry and general program support
3	Vacant Child Care Specialist	0.66	14.00	1372	22%	19,208	4,226	23,434	35,526	66%	Will implement and oversee NPP lessons, activities and childcare for children
Total Salaries & Benefits								\$ 109,946			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION: Chino Valley USD	DIRECTOR: Laurel Mullally	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: TYKES Program	PROGRAM DIRECTOR: Elizabeth Lara	TOTAL BUDGET: \$ 234,995
INITIATIVE: Family Support Services	FINANCE OFFICER: Elizabeth Lara	RFP/CONTRACT #: 14-02 FS067

II. SERVICES & SUPPLIES			
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1 Program Materials and Supplies	1.91%	4,500	Items related to program delivery such as NPP workbooks and materials/supplies for children's programming
3 Staff Training	0.43%	1,000	Training to Children's Network, Strategies and county workshops
4 Printing	0.21%	500	Duplicating and reprographics cost for forms, brochures and flyers
5 Postage	0.04%	100	Postage for correspondence with NPP/case management participants
6 Office Supplies	0.21%	500	Copy paper, file folders, printer supplies, envelopes, etc.
7 Office Equipment	0.11%	250	Cost for use of Xerox copier; annual cost shared by three programs
8 Utilities	0.43%	1,000	Bottled water delivery for participants at centers, cell phones for program staff
Total Services & Supplies		7,850	
III. FOOD			
Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1 Food/snack expenses		750	Food for parents and children attending NPP programming
2			
Total Food		750	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION: Chino Valley USD	DIRECTOR: Laurel Mullally	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: TYKES Program	PROGRAM DIRECTOR: Elizabeth Lara	TOTAL BUDGET: \$ 234,995
INITIATIVE: Family Support Services	FINANCE OFFICER: Elizabeth Lara	RFP/CONTRACT #: 14-02 FS067

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Mileage	Mileage reimbursement	250	Staff travel to training and program sites
2	Transportation	Bus passes	100	Bus passes for NPP and case management participants
	Total Travel		350	

V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1	City of Chino		108,819	Subcontractor will hire 3 part-time parent facilitator/case managers to conduct NPP sessions and 3 CS leaders to provide child care. Expenses include standard benefits, mileage, fingerprinting and training.
	Total Subcontractors		108,819	

VI. INDIRECT COSTS				
	Percent:	Amount was calculated at current rate- 6.08%.	7,280	Rate is set by the county for each school district
	Basis:	Waiting on release of 2015/16 indirect rate		
	Total Indirect Costs		7,280	

TOTAL FIRST 5 BUDGET	\$ 234,995
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Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

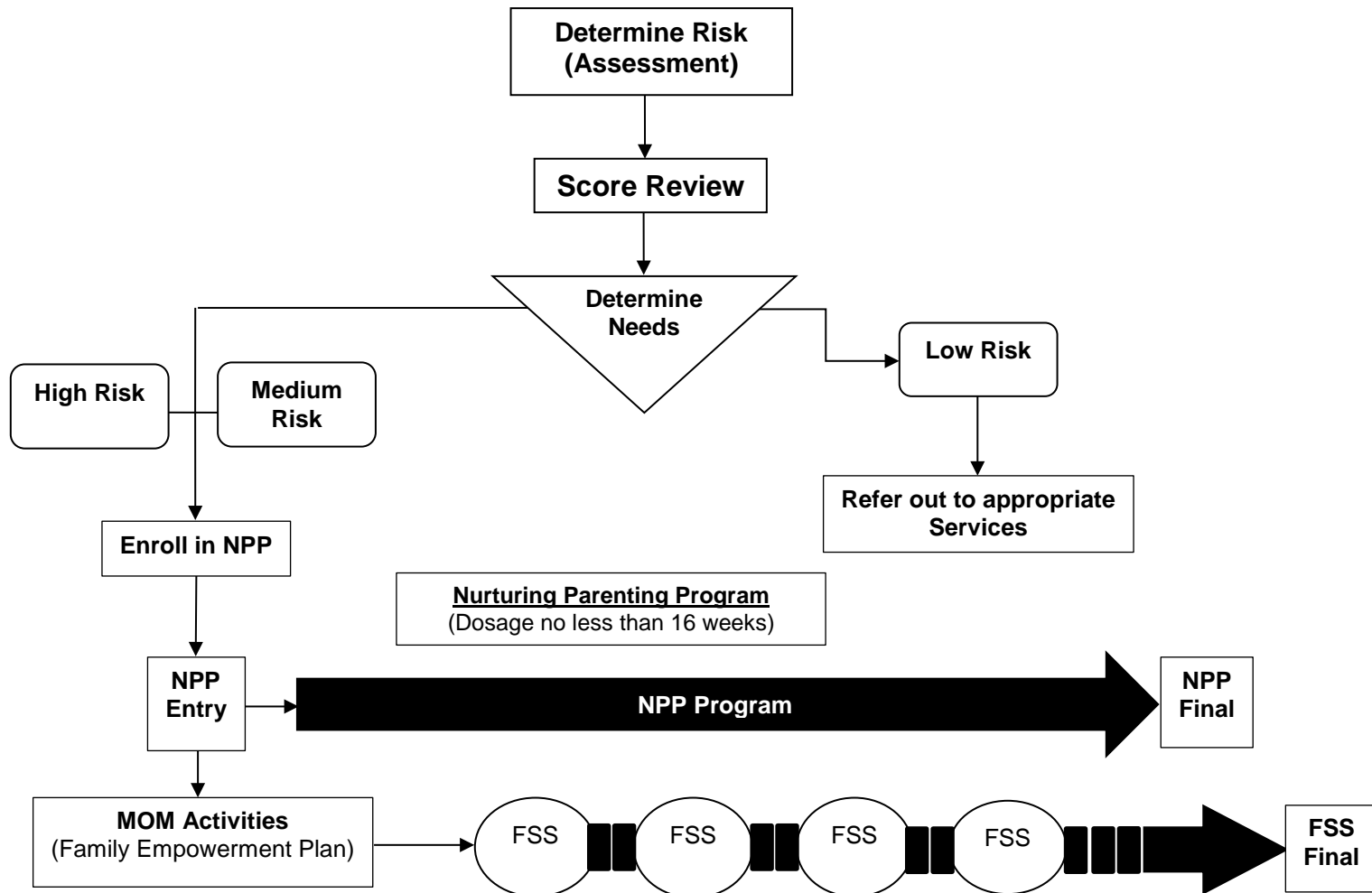
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS068

Legal Entity: El Sol Neighborhood Educational Center

Dept./Division: Home Visitation

Project Name: Healthy Children and Resilient Families

Address: P.O. Box 449
San Bernardino, CA 92402

Phone #: 909-714-5003

Website: www.elsolnec.com

Fax #: 909-884-3735

Program Site Address: 1717 W. Fifth Street
San Bernardino, CA 92401

Client Referral Phone # 909-884-3735

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Alex Fajardo

Title: Executive Director

Address: P.O. Box 449
San Bernardino, CA 92402

Direct Phone #: 909-714-5003

Fax #: 909-884-3735

E-Mail: Elsol91@gmail.com

PROGRAM CONTACT

Name: Angelica Alvarez

Title: Director of Programs

Address: P.O. Box 449
San Bernardino, CA 92402

Direct Phone #: 909-884-3735

Fax #: _____

E-Mail: Angelica@gmail.com

FISCAL CONTACT

Name: Alexandra Valero

Title: Operation Support

Address: P.O. Box 449
San Bernardino, CA 92402

Direct Phone #: 909-884-3735

Fax #: _____

E-Mail: Alexandra.valero@gmail.com

ADDITIONAL CONTACT (Describe): Contract Representative

Name: _____ **Title:** _____

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

Fax #: _____

E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** Describe: Choose an item.
- Government Agency** Describe: Choose an item.
- Private Entity/Institution** Describe: Choose an item.
- Community-Based** Describe: Non Profit

FIRST 5 FOCUS AREA

- Health**
- Education**
- Family**
- Systems**

STRATEGY

- Early Screening and Intervention**
- Health Care Access**
- Oral Health**
- Health & Safety Education**
- Other:** _____
- Early Education Programs**
- Access to Quality Child Care**
- Quality Provider Programs**
- Other:** _____
- Parent Education**
- Resource Center & Case Management**
- Other:** _____
- Integrated Systems Planning & Implementation**
- Countywide Information Referral Systems**
- Organizational Capacity Building**
- Community Outreach**
- Other:** _____

PROGRAM DESCRIPTION

This program utilizes the evidence-based Infants, Toddlers, and Preschoolers-Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

SERVICE AREA (LOCATIONS)

Barstow, Adelanto, El Mirage, Trona, Rim Mountain Communities, Pinon Hills, Oro Grande, and Phelan

The results will indicate the following:

- 113 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI
- 113 Families will reach a status level of at least **stable** on all indicators of the FDM.

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u> 440,792 </u>
2016-2017	\$ <u> 459,606 </u>
2017-2018	\$ <u> 459,606 </u>
Total	\$ <u> 1,360,004 </u>

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I. DEFINITIONS

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

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

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

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

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

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

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

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

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

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

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

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

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (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 and by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

- 2) Have not within a three (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 \$ 1,360,004 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 2015-16	\$ <u>440,792</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>459,606</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>459,606</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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, 2015 and expires June 30, 2018, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract. _____
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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (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: El Sol Neighborhood Educational Center
P. O. Box 449
San Bernardino, CA 92402

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

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

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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

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

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

continued on next page

XIII. CONCLUSION

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

EL SOL NEIGHBORHOOD EDUCATIONAL
CENTER

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Alexander Fajardo
Printed Name

Executive Director
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**

Objective 1.3.b: Parents provide developmentally appropriate care



Agency Name: El Sol Neighborhood Educational Center **Contract #:** FS068
Program Name: Healthy Children and Resilient Families **Fiscal Year:** 2015 - 2018
Service Area: High Desert/Rural and Remote communities

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	113 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	113 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
	Objective	Activity	Dosage¹
	Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	1.5 ² hrs/day 1 day/week
	Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies
	Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child
	Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance
			Verification
			Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
			FDM Assessment (Every 3 months)
			ASQ-3 Completed – within 30-45 calendar days of enrollment
			Intake

Program Description:

This **Home-based** program utilizes *Parents & Their Infants, Toddlers, & Preschoolers* NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Services will be provided in *Barstow, Rim Mountain Communities, Phelan, Oro Grande, Adelanto, El Mirage, Trona, Pinon Hills and surrounding communities* as approved by First 5 San Bernardino. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 ²Different requirement(s) for Home Based Curriculum. sessions.

Agency Rep Name: _____
Agency Signature: _____
Date Signed: _____

Data Type: Core and Aggregate
Reporting Period: Monthly **Due:** On the 15th
Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	El Sol Neighborhood Educational Center	DIRECTOR:	Alexander Fajardo	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Healthy Children and Resilience Program (HCFP)	PROGRAM DIRECTOR:	Angelica Alvarez	TOTAL BUDGET:	\$ 440,792
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Alexandra Valero	RFP/CONTRACT #:	14-02 FS068

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	A	B	C	D	E	F	G	H	I	J
	Name:	Position:									
1	Angelica Alvarez	0.20	26	416	24%	10,816	2,596	13,412	67,059	20%	Oversee and support the manager and on-going support to all of the staff.
2	TBD	1.00	24	2080	24%	49,920	11,981	61,901	61,901	100%	Manages day-to-day program activities, ensures compliance, reports, tracking, HV supervision. This role provides support to Home Visitors also.
3	Vilma Lopez	1.00	18	2080	24%	37,440	8,986	46,426	46,426	100%	Provide support to the case management also to the Home Visitor. Specifically works with FDM and MOM to track parent progress.
4	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.
5	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.
6	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.
7	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.
8	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	El Sol Neighborhood Educational Center	DIRECTOR:	Alexander Fajardo	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Healthy Children and Resilience Program (HCFP)	PROGRAM DIRECTOR:	Angelica Alvarez	TOTAL BUDGET:	\$ 440,792
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
9	Nile Williams Data Entry	1.00	12.5	2080	24%	26,000	6,240	32,240	32,240	100%	Support data entry . This position is crucial to ensure accurate data entry and quality assurance.
Total Salaries & Benefits								\$ 334,522			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: El Sol Neighborhood Educational Center	DIRECTOR: Alexander Fajardo	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Healthy Children and Resiliancy Family Program	PROGRAM DIRECTOR: Angelica Alvarez	TOTAL BUDGET: \$ 440,792
INITIATIVE: Family Support Services	FINANCE OFFICER: Alexandra Valero	RFP/CONTRACT #: 14-02 FS068

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Cellphone Service \$35 times 6 times 12	1%	2,520	Support each Home Visitor with a Cellphone especially due to remoteness of locations.
2	Family Support Materials \$30.00 per family times 120	1%	3,600	Materials to support Families in Family Nurturing Curriculum. Includes \$15 parent handbood, approx \$6 for AAPI (pre/post) \$15+6=\$21 + other program resources (e.g. HomeVisitor Handbook, DVD, games, etc.) on average \$8-\$9 per family. [\$21+9=\$30]
3	Computer/Tables \$550.00 times 5	1%	2,750	Provide Computer to each Home Visitor to conduct case management in rural and remote areas.
4	Office supplies 300 per month	1%	3,600	Office supplies (Printing, files, pens, flipchart, easle, etc)
5	Professional Development	0%	1,500	Onoing support to the Home Visiors on different topics depending on the needs of the community (e.g. Domestic Violence; protective factors, family strengthening, etc)
6	ASQ Materials and Training	0%	650	Training on the implementation of the ASQ (assessment). Per RFP, a required instrument.
7	incentive per family 25.00 times 120	1%	3,000	Graduation and completion incentive for each family. \$25 for a 16 week program (less than \$2 per week of participation). Contributes to program completion and reduced attrition.
Total Services & Supplies			17,620	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Parent Group		900	300 each parent peer support group times 3 times per year.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: El Sol Neighborhood Educational Center		DIRECTOR: Alexander Fajardo		PROGRAM YEAR: 2015-2016	
PROGRAM TITLE: Healthy Children and Resiliency Family Program		PROGRAM DIRECTOR: Angelica Alvarez		TOTAL BUDGET: \$ 440,792	
INITIATIVE: Family Support Services		FINANCE OFFICER: Alexandra Valero		RFP/CONTRACT #: 14-02 FS068	
	Total Food		900		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:	
1	Families	Home Visits	46,234	43 miles per Visit times 16 weeks times 120 familias .56	
2	Supervition Meetings		1,344	200 miles per month times .56	
	Total Travel		47,578		
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:	
1					
	Total Subcontractors		-		
VI. INDIRECT COSTS					
	Percent:	10%			
	Basis:	Administrative (Office space, internet, Utilities, etc) 5%			
		Personal (HR, CPA, Accounting, etc) 5%			
			40172		
	Total Indirect Costs		40172		
TOTAL FIRST 5 BUDGET			\$ 440,792		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	El Sol Neighborhood Educational Center	DIRECTOR:	Alexander Fajardo	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Healthy Children and Resilience Program (HCFP)	PROGRAM DIRECTOR:	Angelica Alvarez	TOTAL BUDGET:	\$ 459,606
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Alexandra Valero	RFP/CONTRACT #:	14-02 FS068

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	A	B	C	D	E	F	G	H	I	J
	Name:										
	Position:										
1	Angelica Alvarez	0.20	26	416	24%	10,816	2,596	13,412	67,059	20%	Oversee and support the manager and on going support to all of the staff
2	TBD	1.00	24	2080	24%	49,920	11,981	61,901	61,901	100%	Manages day-to-day program activities, ensures compliance, reports, tracking, HV supervision. This role provides support to Home Visitors also. Some HV models (e.g. Healthy Families America) recommend one supervisor or manager for 5 HVs (1:5 ratio).
3	Vilma Lopez	1.00	18	2080	24%	37,440	8,986	46,426	46,426	100%	Provide support to the case management also to the Home Visitor. Specifically works with FDM and MOM to track parent progress.
4	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents I Case Management services.
5	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.
6	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.
7	TBD	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	El Sol Neighborhood Educational Center	DIRECTOR:	Alexander Fajardo	PROGRAM YEAR:	2016-2017
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
8	TBD Home Visitor	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.
9	Nile Williams Data Entry	1.00	12.5	2080	24%	26,000	6,240	32,240	32,240	100%	Support data entry . This position is crucial to ensure accurate data entry and quality assurance.
Total Salaries & Benefits								\$ 334,522			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: El Sol Neighborhood Educational Center	DIRECTOR: Alexander Fajardo	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Healthy Children and Resiliency Family Program	PROGRAM DIRECTOR: Angelica Alvarez	TOTAL BUDGET: \$ 459,606
INITIATIVE: Family Support Services	FINANCE OFFICER: Alexandra Valero	RFP/CONTRACT #: 14-02 FS068

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Cellphone Service \$35 times 6 times 12	1%	2,520	Support each Home Visitor with a Cellphone especially due to remoteness of locations.
2	Family Support Materials \$30.00 per family times 150	1%	4,500	Materials to support Families in Family Nurturing Curriculum. Includes \$15 parent handbook, approx \$6 for AAPI (pre/post) \$15+6=\$21 + other program resources (e.g. HomeVisitor Handbook, DVD, games, etc.) on average \$8-\$9 per family. [\$21+9=\$30]
3	Office supplies 500 per month	1%	6,000	Office supplies (Printing, files, pens, flipchart, easle, etc)
4	Professional Development	0%	1,500	Onoing support to the Home Visiors on diferents topis depending on the needs of the community (e.g. Domestic Violence; protective factors, family strengthening, etc)
5	ASQ Materials	0%	1,200	Training on the implementation of the ASQ (assessment). Per RFP, a required instrument.
6	incentive per family 50.00 tmes 150	2%	7,500	Graduation and completion incentive for each family. For a 16 week program. Contributes to program completion and reduced attrition.
Total Services & Supplies			23,220	

III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Parent Group		900	300 each peer parent support group times 3 times per year
Total Food			900	

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Families	Home Visits	57,792	43 miles per Visit times 16 weeks times 150 familias .56



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: El Sol Neighborhood Educational Center	DIRECTOR: Alexander Fajardo	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Healthy Children and Resiliency Family Program	PROGRAM DIRECTOR: Angelica Alvarez	TOTAL BUDGET: \$ 459,606
INITIATIVE: Family Support Services	FINANCE OFFICER: Alexandra Valero	RFP/CONTRACT #: 14-02 FS068

2	Supervision Meetings		1,344	200 miles per month times .56
	Total Travel		59,136	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1			
	Total Subcontractors	-	

VI. INDIRECT COSTS

	Percent:	10%		
	Basis:	Administrative (Office space, internet, Utilities, etc) 5%		
		Personal (HR, CPA, Accounting, etc) 5%		
	Total Indirect Costs		\$ 41,828	

TOTAL FIRST 5 BUDGET		\$ 459,606	
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	El Sol Neighborhood Educational Center	DIRECTOR:	Alexander Fajardo	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Healthy Children and Resilience Program (HCFP)	PROGRAM DIRECTOR:	Angelica Alvarez	TOTAL BUDGET:	\$ 459,606
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Angelica Alvarez	Director of Program	0.20	26	416	24%	10,816	2,596	13,412	67,059	20%	Oversee and support the manager and on going support to all of the staff
2	TBD	Program Manager	1.00	24	2080	24%	49,920	11,981	61,901	61,901	100%	Manages day-to-day program activities, ensures compliance, reports, tracking, HV supervision. This role provides support to Home Visitors also.
3	Vilma Lopez	Case Mangement Supervisor	1.00	18	2080	24%	37,440	8,986	46,426	46,426	100%	Provide support to the case management also to the Home Visitor. Specifically works with FDM and MOM to track parent progress.
4	TBD	Home Visitor	1.00	14	2080	24%	29,120	6,989	36,109	36,109	100%	Conduct NPP home visits and support to the parents in Case Management services.
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PROGRAM BUDGET
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
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Total Salaries & Benefits								\$ 334,522			



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PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

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4	Professional Development	0%	1,500	Onoing support to the Home Visiors on diferents topis depending on the needs of the community (e.g. Domestic Violence; protective factors, family strengthening, etc)
5	ASQ Materials	0%	1,200	Training on the implementation of the ASQ (assessment). Per RFP, a required instrument.
6	incentive per family 50.00 tmes 150	2%	7,500	Graduation and completion incentive for each family. For a 16 week program. Contributes to program completion and reduced attrition.
	Total Services & Supplies		23,220	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Parent Group		900	300 each parent peer support group times 3 times per year
	Total Food		900	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2017-2018

ORGANIZATION: El Sol Neighborhood Educational Center	DIRECTOR: Alexander Fajardo	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Healthy Children and Resiliency Family Program	PROGRAM DIRECTOR: Angelica Alvarez	TOTAL BUDGET: \$ 459,606
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	Total Travel		59,136	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Subcontractors		-	
VI. INDIRECT COSTS				
	Percent:	10%		
	Basis:	Administrative (Office space, internet, Utilities, etc) 5%		
		Personal (HR, CPA, Accounting, etc) 5%		
	Total Indirect Costs		\$ 41,828	
TOTAL FIRST 5 BUDGET			\$ 459,606	

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

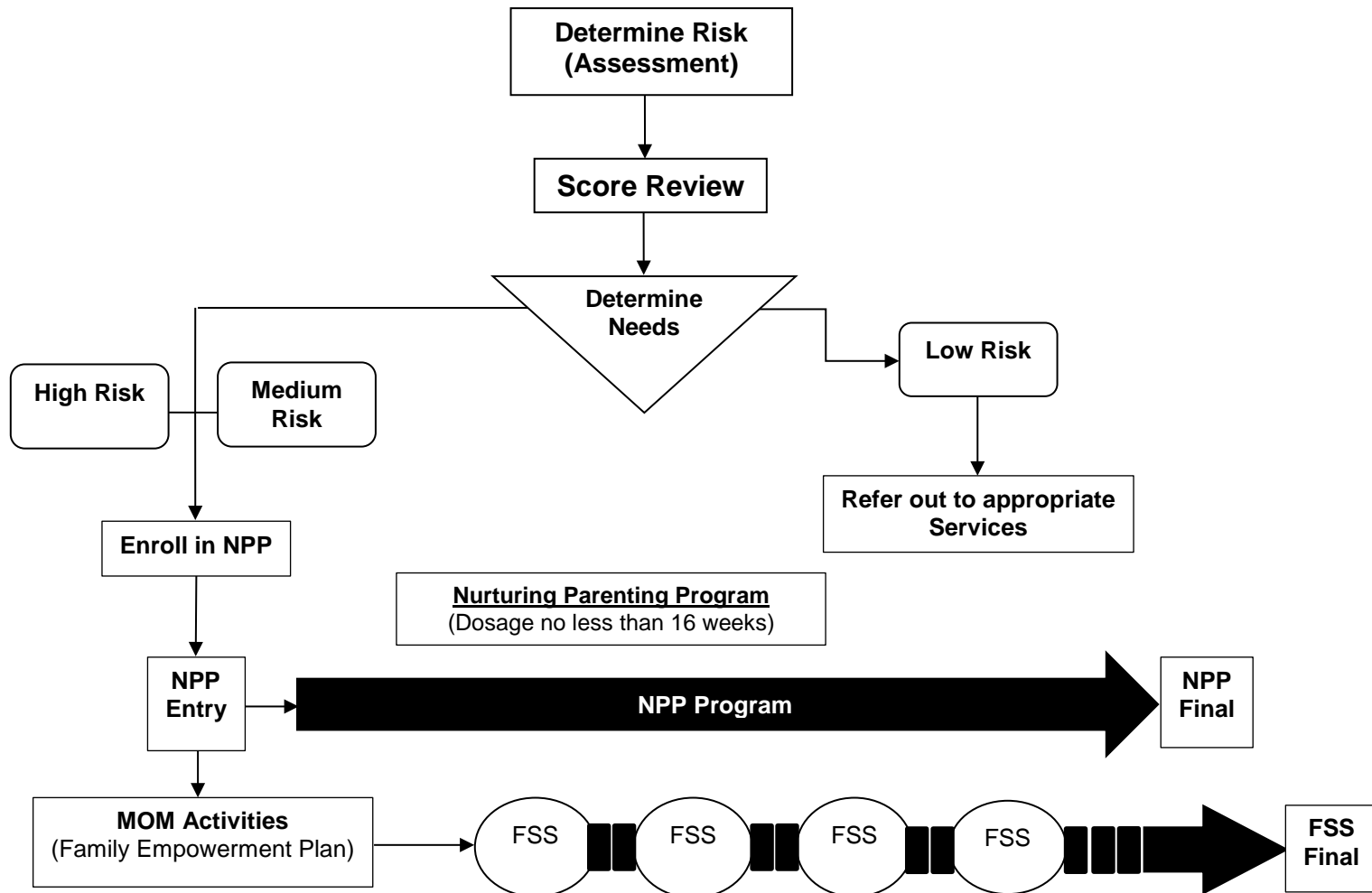
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS069

Legal Entity: Family Service Association

Dept./Division: Mental Health Clinic/Supportive Services

Project Name: Nurturing Children and Families Program

Address: 21250 Box Springs Road, Suite 212
Moreno Valley, CA 92557

Phone #: 951.686.1096

Website: www.fsaca.org

Fax #: 951.276.9542

Program Site Address: 7245 Joshua Lane
Yucca Valley, CA 92284

Client Referral Phone # 1-855-FSA-4-YOU

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Veronica Dover

Title: Chief Operating Officer

Address: 21250 Box Springs Road, Suite 212
Moreno Valley, CA 92557

Direct Phone #: 951.686.1096

Fax #: 951.276.9542

E-Mail: vdover@fsaca.org

PROGRAM CONTACT

Name: Angela Garcia

Title: Clinic Manager

Address: 7245 Joshua Lane,
Yucca Valley, CA 92284

Direct Phone #: 760-820-1430

Fax #: 760-820-1443

E-Mail: angelag@fsaca.org

FISCAL CONTACT

Name: Shawn Washington

Title: Chief Financial Officer

Address: 21250 Box Springs Road, Suite 215
Moreno Valley, CA 92557

Direct Phone #: 951.782.8956

Fax #: 951.782.9605

E-Mail: swashington@fsaca.org

ADDITIONAL CONTACT (Describe):Program

Name: Candy Curiel, LMFT **Title:** Clinic Director
Address: 21250 Box Springs Road, Suite 201 **Direct Phone #:** 951.686.3706
Moreno Valley, CA 92557 **Fax #:** 951.686.7267
E-Mail: ccuriel@fsaca.org

ADDITIONAL CONTACT (Describe):Program

Kelly Alls **Title:** Contracts Manager
Address: 21250 Box Springs Road, Suite 201 **Direct Phone #:** 951.686.1096
Moreno Valley, CA 92557 **Fax #:** 951.686.7267
kalls@fsaca.org

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|--|---|--|
| <input type="checkbox"/> Health | <input type="checkbox"/> Early Screening and Intervention | <input type="checkbox"/> Health & Safety Education |
| | <input type="checkbox"/> Health Care Access | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Oral Health | |
| <input type="checkbox"/> Education | <input type="checkbox"/> Early Education Programs | <input type="checkbox"/> Quality Provider Programs |
| | <input type="checkbox"/> Access to Quality Child Care | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Family | <input checked="" type="checkbox"/> Parent Education | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Resource Center and Case Management | |
| <input type="checkbox"/> Systems | <input type="checkbox"/> Integrated Systems Planning & Implementation | <input type="checkbox"/> Community Outreach |
| | <input type="checkbox"/> Countywide Information Referral Systems | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Organizational Capacity Building | |

PROGRAM DESCRIPTION

SERVICE AREA (LOCATIONS)

This program utilizes the evidence-based Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children. This program also includes a parent-peer support component so that parents can assist other parents by advocating, guiding and providing moral support as they navigate systems and services.

Yucca Valley
Fontana

The results will indicate the following:

- 131 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI

- 131 Families will reach a status level of at least **stable** on all indicators of the FDM

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u>484,624</u>
2016-2017	\$ <u>499,435</u>
2017-2018	\$ <u>514,248</u>
Total	\$ <u>1,498,307</u>



Agency Name: Family Service Association
Program Name: FSA-Nurturing Parenting
Contract #: FS069
Fiscal Year: 2015-2018

NAME OF SITE, SITE ADDRESS, PHONE NUMBER & CONTACT NAME
Name of Site FSA Center for Family and Community Services Address 7245 Joshua Lane City, State Zip Yucca Valley, CA 92284 Contact Name, Title Angela Garcia, Clinic Manager
Name of Site FSA Center for Family and Community Services Address 8565 Nuevo Street City, State Zip Fontana, CA 92334 Contact Name, Title Candy Curiel, Clinic Director

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code FAMILY694		SC	Dept. 903	A	Contract Number FS069
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$1,498,307	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$1,498,307
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. CFFPEY16	Amount \$484,624
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Nurturing Children & Families Program			FY 15-16	Estimated Payment Amount \$484,624	Total by Fiscal Year I/D	
Nurturing Parenting & Matrix Outcomes Model (NPP-MOM)			16-17	\$499,435		
			17-18	\$514,248		

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

Legal Name (hereinafter called the Contractor)

Family Service Association

Department/Division

Mental Health Clinic/Supportive Services

Address

21250 Box Springs Road, Suite 212

Moreno Valley, CA 92557

Phone

(951) 686-1096

Federal ID No.

95-1803694

Program Address (if different from legal address):

7245 Joshua Lane

Yucca Valley, CA 92284

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

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

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

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

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

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I. DEFINITIONS

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

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.

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

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

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

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

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

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

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

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

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

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

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (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 and by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

- 2) Have not within a three (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 \$ 1,498,307 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 2015-16	\$ <u>484,624</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>499,435</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>514,248</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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, 2015 and expires June 30, 2018, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract. _____
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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (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: Family Service Association
21250 Box Springs Road, Suite 212
Moreno Valley, CA 92557

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

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

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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

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

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

continued on next page

XIII. CONCLUSION

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

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

FAMILY SERVICE ASSOCIATION

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Veronica Dover
Printed Name

Commission Chair
Title

COO
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**



Agency Name: Family Service Association Contract #: FS069
 Program Name: Nurturing Children and Families Fiscal Year: 2015 - 2018
 Service Area: Morongo Basin region and Central Valley

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	131 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	131 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
	Objective	Activity	Dosage¹
	Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week
	Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies
	Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child
	Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance
			Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
			FDM Assessment (Every 3 months)
			ASQ-3 Completed – within 30-45 calendar days of enrollment
			Intake

Program Description:

This **Group-based** program utilizes *Parents & Their Infants, Toddlers, & Preschoolers* NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Services will be provided in *Fontana and Yucca Valley and surrounding communities* as approved by First 5 San Bernardino. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core and Aggregate
 Reporting Period: Monthly Due: On the 15th
 Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	Family Service Association	DIRECTOR:	Maria Murillo	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Nurturing Children and Families Program	PROGRAM DIRECTOR:	Candy Curiel	TOTAL BUDGET:	\$ 484,624
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Shawn Washington	RFP/CONTRACT #:	14-02 FS069

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	A	B	C	D	E	F	G	H	I	J
	Name:		Position:								
1	Staff	0.05	41.83	104	18%	4,350	783	5,133	102,668	5%	Oversight of all Clinic Department programming and supervision of directors.
2	Staff	0.10	34.1344	208	18%	7,100	1,278	8,378	83,779	10%	Oversight of specific department programs and supervision of program managers of those specific contracts
3	Staff	0.75	27.404	1560	18%	42,750	7,695	50,445	67,260	75%	Oversight of assigned program, responsible for day to day operations of program and supervision of program staff
4	Staff	1.50	20	3120	18%	62,400	11,232	73,632	73,632	150%	Direct provision of NP classes, documentation, prep time, follow-up calls/crisis with clients, assist with developmental screenings, Case Management and outreach when needed.
5	Staff	2.00	16	4160	18%	66,560	11,981	78,541	78,541	200%	Direct provision of case management, documentation, prep time, follow-up calls/crisis with clients, developmental screenings, and outreach when needed.
6	Staff	0.75	15	1560	18%	23,400	4,212	27,612	36,816	75%	Collection and entering of data to Persimmony, outreach when needed
7	Staff	0.80	11	1664	18%	18,304	3,295	21,599	26,998	80%	Provision of child enrichment sessions of NP model, and outreach when needed
8	Staff	0.75	11	1560	18%	17,160	3,089	20,249	26,998	75%	Responsible for day to day operations of office, including answering of phone, copying, chart development, etc.
9	Staff	0.50	16	1040	18%	16,640	2,995	19,635	39,270	50%	Responsible for billing and invoices related to contract



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Family Service Association	DIRECTOR: Maria Murillo	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Children and Families Program	PROGRAM DIRECTOR: Candy Curiel	TOTAL BUDGET: \$ 484,624
INITIATIVE: Family Support Services	FINANCE OFFICER: Shawn Washington	RFP/CONTRACT #: 14-02 FS069

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	A	B	C	D	E	F	G	H	I	J
	Total Salaries & Benefits							\$ 305,224			



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016

ORGANIZATION: Family Service Association	DIRECTOR: Maria Murillo	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Children and Families Program	PROGRAM DIRECTOR: Candy Curiel	TOTAL BUDGET: \$ 484,624
INITIATIVE: Family Support Services	FINANCE OFFICER: Shawn Washington	RFP/CONTRACT #: 14-02 FS069

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Insurance	1.12%	5,413	\$451.08 per month x 12 months
2	Postage	0.17%	800	\$33.33 a month x 12 months x 2 sites
3	Printing	0.48%	2,333	Shared cost for lease of site copier at \$97.22 a month x 12 months x 2 sites
4	Equipment - minor	0.89%	4,336	phone equipment, Office Furniture & Equipment parenting and child care rooms
5	Computers	0.62%	3,002	2 computers and necessary equipment to include installation fees
6	Computer Maintenance	0.33%	1,601	Netserve Support at \$133.42 per month x 12 months
7	Advertising/Marketing	0.50%	2,400	Average cost of \$100 a month x 12 months x 2 sites
8	Staff Training	0.89%	4,336	Nurturing Parenting Model and community related workshops, turnover
9	Lease & Space Costs	6.28%	30,415	Actual cost based on % of program usage at sites.
10	Repairs & Maintenance	2.48%	12,006	Actual cost based on % of program usage at sites.
11	Program Supplies	1.44%	6,985	Manuals, activities/booklets, supplemental videos, material for 2 sites.
12	Office Supplies	0.74%	3,600	\$150 a month x 12 months x 2 sites for basic office staples
13	Telephone/Cell phones	0.69%	3,333	\$138.89 a month x 12 months x 2 sites for telephone costs
14	Utilities	1.42%	6,870	Actual cost based on % of program usage at sites.
15	Participant Support/ Incentives	1.81%	8,750	Incentives will be given to assist with implementing skills learned.
16	Participant Transportation	0.56%	2,700	Bus passes will be purchased and distributed as needed.
	Total Services & Supplies		98,879	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Family Service Association	DIRECTOR: Maria Murillo	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Children and Families Program	PROGRAM DIRECTOR: Candy Curiel	TOTAL BUDGET: \$ 484,624
INITIATIVE: Family Support Services	FINANCE OFFICER: Shawn Washington	RFP/CONTRACT #: 14-02 FS069

III. FOOD			
Event(s):	TOTAL F5SB BUDGET	Description/Justification:	
1 Costs for food/snacks for NP classes & Children enrichment sessions	8,400	Average of 560 classes X \$15 per class for food and snacks	
Total Food	8,400		
IV. TRAVEL			
Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 Travel/Mileage	Meetings, Outreach Events, Etc...	2,880	300 Miles a month x 12 months x 40 cents a mile= \$1440 x 2 sites (Personal and FSA Vehicles)
Total Travel		2,880	
V. SUBCONTRACTORS			
Organization Name:	TOTAL F5SB BUDGET	Description/Justification:	
1 Contract: Clinical Supervisor	7,280	4 hrs. per week of consultation/supervision, \$35 an hour X 52 weeks	
2			
Total Subcontractors	7,280		
VI. INDIRECT COSTS			
Percent:	20.3% of Salaries and Benefits		
Basis:	Most Recent Negotiated Rate with the Department of Health and Human Services	61,960	
Total Indirect Costs		61,960	
TOTAL FIRST 5 BUDGET		\$ 484,624	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	Family Service Association	DIRECTOR:	Maria Murillo	PROGRAM YEAR:	2016 - 2017
PROGRAM TITLE:	Nurturing Children and Families Program	PROGRAM DIRECTOR:	Candy Curiel	TOTAL BUDGET:	\$ 499,435
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Shawn Washington	RFP/CONTRACT #:	14-02 FS069

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	A	B	C	D	E	F	G	H	I	J
	Name:										
											Position:
1	Staff	0.05	43.083	104	18%	4,481	807	5,287	105,743	5%	Clinic Administrator Oversight of all Clinic Department programming and supervision of directors.
2	Staff	0.10	35.156	208	18%	7,312	1,316	8,629	86,287	10%	Clinic Director Oversight of specific department programs and supervision of program managers of those specific contracts
3	Staff	0.75	28.226	1560	18%	44,033	7,926	51,958	69,278	75%	Clinic Manager Oversight of assigned program, responsible for day to day operations of program and supervision of program staff
4	Staff	1.50	20.6	3120	18%	64,272	11,569	75,841	75,841	150%	Clinician (Facilitator) Direct provision of NP classes, documentation, prep time, follow-up calls/crisis with clients, assist with developmental screenings, Case Management and outreach when needed.
5	Staff	2.00	16.48	4160	18%	68,557	12,340	80,897	80,897	200%	Case Manager Direct provision of case management, documentation, prep time, follow-up calls/crisis with clients, developmental screenings, and outreach when needed.
6	Staff	0.75	15.45	1560	18%	24,102	4,338	28,440	37,920	75%	Program Technician Collection and entering of data to Persimmony, outreach when needed
7	Staff	0.80	11.33	1664	18%	18,853	3,394	22,247	27,808	80%	Activity Specialist Provision of child enrichment sessions of NP model, and outreach when needed
8	Staff	0.75	11.33	1560	18%	17,675	3,181	20,856	27,808	75%	Office Assistant III Responsible for day to day operations of office, including answering of phone, copying, chart development, etc.
9	Staff	0.50	16.48	1040	18%	17,139	3,085	20,224	40,449	50%	Accounting Technician Responsible for billing and invoices related to contract



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Family Service Association				DIRECTOR: Maria Murillo				PROGRAM YEAR: 2016 - 2017			
PROGRAM TITLE: Nurturing Children and Families Program				PROGRAM DIRECTOR: Candy Curiel				TOTAL BUDGET: \$ 499,435			
INITIATIVE: Family Support Services				FINANCE OFFICER: Shawn Washington				RFP/CONTRACT #: 14-02 FS069			
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	A	B	C	D	E	F	G	H	I	J
10						-	-	-	-		
	Total Salaries & Benefits							\$ 314,380			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016 - 2017**

ORGANIZATION: Family Service Association	DIRECTOR: Maria Murillo	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Children and Families Program	PROGRAM DIRECTOR: Candy Curiel	TOTAL BUDGET: \$ 499,435
INITIATIVE: Family Support Services	FINANCE OFFICER: Shawn Washington	RFP/CONTRACT #: 14-02 FS069

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Insurance	1.12%	5,575	\$464.58 per month x 12 months
2	Postage	0.16%	824	\$34.34 a month x 12 months x 2 sites
3	Printing	0.48%	2,403	Shared cost for lease of site copier at \$100.13 a month x 12 months x 2 sites
4	Equipment Minor	0.89%	4,466	Phone equipment, Office Furniture & Equipment parenting and child care rooms
5	Computers	0.62%	3,092	2 computers and necessary equipment to include installation fees
6	Computer Maintenance	0.33%	1,649	Netserve Support at \$137.42 per month x 12 months
7	Advertising/Marketing	0.49%	2,472	Average cost of \$103 a month x 12 months x 2 sites
8	Staff Training	0.89%	4,466	Nurturing Parenting Model and community related workshops, turnover
9	Lease & Space Costs	6.27%	31,328	Actual cost based on % of program usage at sites.
10	Repair & Maintenance	2.48%	12,366	Actual cost based on % of program usage at sites.
11	Program Supplies	1.44%	7,195	Manuals, activities/booklets, supplemental videos, Material for 2 sites.
12	Office Supplies	0.74%	3,708	\$154.50 a month x 12 months x 2 sites for basic office staples
13	Telephone/Cell Phones	0.69%	3,433	\$143.04 a month x 12 months x 2 sites for telephone costs
14	Utilities	1.42%	7,076	Actual cost based on % of program usage at sites.
15	Participant Support/Incentives	1.80%	9,013	Incentives will be given to assist with implementing skills learned.
16	Participant Transportation	0.56%	2,781	Bus passes will be purchased and distributed as needed.
	Total Services & Supplies		\$ 101,846	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016 - 2017**

ORGANIZATION: Family Service Association	DIRECTOR: Maria Murillo	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Children and Families Program	PROGRAM DIRECTOR: Candy Curiel	TOTAL BUDGET: \$ 499,435
INITIATIVE: Family Support Services	FINANCE OFFICER: Shawn Washington	RFP/CONTRACT #: 14-02 FS069

III. FOOD			
Event(s):	TOTAL F5SB BUDGET	Description/Justification:	
1 Costs for food/snacks for NP classes & Children enrichment sessions	8,652	Average of 560 classes x \$15.45 per class for food and snacks	
Total Food	\$ 8,652		
IV. TRAVEL			
Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 Travel/Mileage	Meetings, Outreach Events, Etc...	3,240	300 miles a month x 12 months x 45 cents a mile= \$1620 x 2 sites (Personal and FSA Vehicles)
Total Travel		3,240	
V. SUBCONTRACTORS			
Organization Name:	TOTAL F5SB BUDGET	Description/Justification:	
1 Contract: Clinical Supervisor	7,498	4 hrs. per week of consultation/supervision, \$36.05 an hour X 52 weeks	
2			
Total Subcontractors	7,498		
VI. INDIRECT COSTS			
Percent:	20.3% of Salaries and Benefits		
Basis:	Most Recent Negotiated Rate with the Department of Health and Human Services	63,819	
Total Indirect Costs	63,819		
TOTAL FIRST 5 BUDGET	\$ 499,435		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	Family Service Association	DIRECTOR:	Maria Murillo	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Nurturing Children and Families Program	PROGRAM DIRECTOR:	Candy Curiel	TOTAL BUDGET:	\$ 514,248
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Shawn Washington	RFP/CONTRACT #:	14-02 FS069

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	staff	Clinic Administrator	0.05	44.34	104	18%	4,611	830	5,441	108,828	5%	Oversight of all Clinic Department programming and supervision of directors.
2	Staff	Clinic Director	0.10	36.182	208	18%	7,526	1,355	8,881	88,805	10%	Oversight of specific department programs and supervision of program managers of those specific contracts
3	staff	Clinic Manager	0.75	29.048	1560	18%	45,315	8,157	53,472	71,295	75%	Oversight of assigned program, responsible for day to day operations of program and supervision of program staff
4	Staff	Clinician (Facilitator)	1.50	21.2	3120	18%	66,144	11,906	78,050	78,050	150%	Direct provision of NP classes, documentation, prep time, follow-up calls/crisis with clients, assist with developmental screenings, Case Management and outreach when needed.
5	Staff	Case Manager	2.00	16.96	4160	18%	70,554	12,700	83,253	83,253	200%	Direct provision of case management, documentation, prep time, follow-up calls/crisis with clients, developmental screenings, and outreach when needed.
6	Staff	Program Technician	0.75	15.90	1560	18%	24,804	4,465	29,269	39,025	75%	Collection and entering of data to Persimmony, outreach when needed
7	Staff	Activity Specialist	0.80	11.66	1664	18%	19,402	3,492	22,895	28,618	80%	Provision of child enrichment sessions of NP model, and outreach when needed
8	Staff	Office Assistant III	0.75	11.66	1560	18%	18,190	3,274	21,464	28,618	75%	Responsible for day to day operations of office, including answering of phone, copying, chart development, etc.
9	Staff	Accounting Technician	0.50	16.96	1040	18%	17,638	3,175	20,813	41,627	50%	Responsible for billing and invoices related to contract



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Family Service Association	DIRECTOR: Maria Murillo	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Children and Families Program	PROGRAM DIRECTOR: Candy Curiel	TOTAL BUDGET: \$ 514,248
INITIATIVE: Family Support Services	FINANCE OFFICER: Shawn Washington	RFP/CONTRACT #: 14-02 FS069

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	A	B	C	D	E	F	G	H	I	J
						-	-	-	-		
						-	-	-	-		
	Total Salaries & Benefits							\$ 323,537			



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018

ORGANIZATION: Family Service Association	DIRECTOR: Maria Murillo	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Children and Families Program	PROGRAM DIRECTOR: Candy Curiel	TOTAL BUDGET: \$ 514,248
INITIATIVE: Family Support Services	FINANCE OFFICER: Shawn Washington	RFP/CONTRACT #: 14-02 FS069

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Insurance	1.12%	5,738	\$478.15 per month x 12 months
2	Postage	0.16%	848	\$35.33 a month x 12 months x 2 sites
3	Printing	0.48%	2,473	Shared cost for lease of site copier at \$103.05 a month x 12 months x 2 sites
4	Equipment - minor	0.89%	4,596	Phone equipment, Office Furniture & Equipment parenting and child care rooms
5	Computers	0.62%	3,182	2 computers and necessary equipment to include installation fees
6	Computer Maintenance	0.33%	1,697	Netserve Support at \$141.43 per month x 12 months
7	Advertising/Marketing	0.49%	2,544	Average cost of \$106 a month x 12 months x 2 sites
8	Staff Training	0.89%	4,596	Nurturing Parenting Model and community related workshops, turnover
9	Lease & Space Costs	6.27%	32,240	Actual cost based on % of program usage at sites.
10	Repairs & Maintenance	2.47%	12,726	Actual cost based on % of program usage at sites.
11	Program Supplies	1.44%	7,404	Manuals, activities/booklets, supplemental videos, material for 2 sites.
12	Office Supplies	0.74%	3,816	\$159 a month x 12 months x 2 sites for basic office supplies
13	Telephone/Cell Phones	0.69%	3,533	\$147.22 a month x 12 months x 2 sites for telephone costs
14	Utilities	1.42%	7,282	Actual cost based on % of program usage at sites.
15	Participant Support/Incentives	1.80%	9,275	Incentives will be given to assist with implementing skills learned.
16	Participant Transportation	0.56%	2,862	Bus passes will be purchased and distributed as needed.
	Total Services & Supplies		104,812	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Family Service Association	DIRECTOR: Maria Murillo	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Children and Families Program	PROGRAM DIRECTOR: Candy Curiel	TOTAL BUDGET: \$ 514,248
INITIATIVE: Family Support Services	FINANCE OFFICER: Shawn Washington	RFP/CONTRACT #: 14-02 FS069

III. FOOD				
	Event(s):	TOTAL F5SB BUDGET	Description/Justification:	
1	Costs for food/snacks for NP classes & Children enrichment sessions	8,904	Average of 560 classes X \$15.90 per class for food and snacks	
	Total Food	\$ 8,904		
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Travel/Mileage	Meetings, Outreach Events, Etc...	3,600	300 Miles a month x 12 months x 50 cents a mile= \$1800 x 2 sites (Personal and FSA Vehicles)
	Total Travel		3,600	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1	Contract: Clinical Supervisor		7,717	4 hrs per week of consultation/supervision, \$37.10 an hour X 52 weeks
	Total Subcontractors		7,717	
VI. INDIRECT COSTS				
	Percent:	20.3% of Salaries and Benefits	65,678	
	Basis:	Most Recent Negotiated Rate with the Department of Health and Human Services		
	Total Indirect Costs		65,678	
TOTAL FIRST 5 BUDGET			\$ 514,248	

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

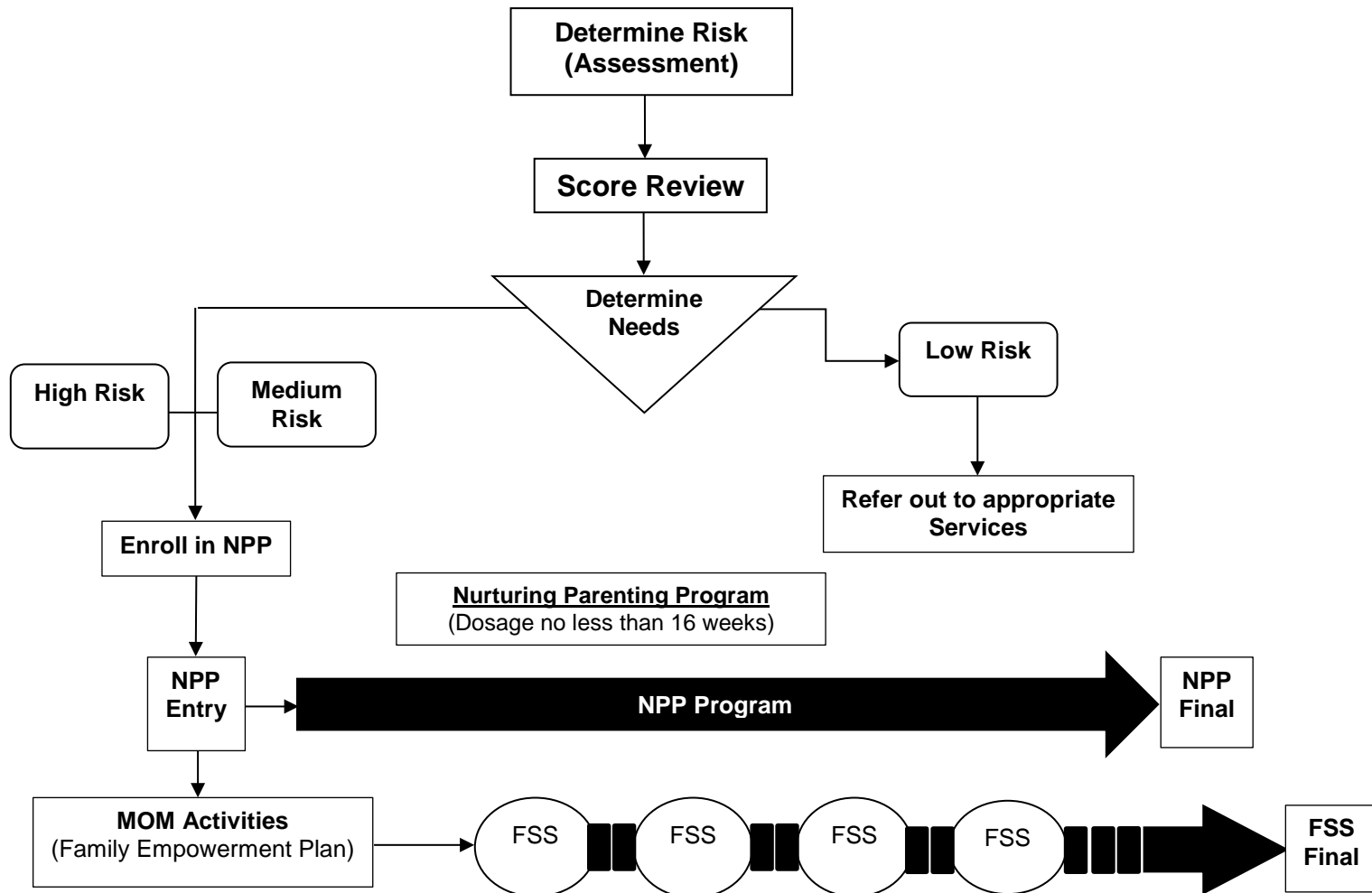
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS070

Legal Entity: Moses House Ministries

Dept./Division: N/A

Project Name: Nurturing Parenting

Address: 15180 Anacapa Road
Victorville, CA 92392

Phone #: 760.955.1895

Website: www.moseshouse.org

Fax #: 760.955.1303

Program Site Address: 15180 Anacapa Road
Victorville, CA 92392

Client Referral Phone # 760.955.1895

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Matthew Coughlin

Title: Executive Director

Address: 15180 Anacapa Road
Victorville, CA 92392

Direct Phone #: 760.955.1895

Fax #: 760.955.1303

E-Mail: matt@moseshouse.org

PROGRAM CONTACT

Name: Matthew Coughlin

Title: Executive Director

Address: 15180 Anacapa Road
Victorville, CA 92392

Direct Phone #: 760.955.1895

Fax #: 760.955.1303

E-Mail: matt@moseshouse.org

FISCAL CONTACT

Name: Cheryl Bejarano

Title: Bookkeeper

Address: 15180 Anacapa Road
Victorville, CA 92392

Direct Phone #: 760.955.1895

Fax #: 760.955.1303

E-Mail: Cheryl@moseshouse.org

ADDITIONAL CONTACT (Describe): Contract Representative

Name: _____ **Title:** _____

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

_____ **Fax #:** _____

E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

Educational Institution Describe: _____ Choose an item.

Government Agency Describe: _____ Choose an item.

Private Entity/Institution Describe: _____ Choose an item.

Community-Based Describe: Faith Based

FIRST 5 FOCUS AREA

Health

Education

Family

Systems

STRATEGY

<input type="checkbox"/> Early Screening and Intervention	<input type="checkbox"/> Health & Safety Education
<input type="checkbox"/> Health Care Access	<input type="checkbox"/> Other:
<input type="checkbox"/> Oral Health	_____
<input type="checkbox"/> Early Education Programs	<input type="checkbox"/> Quality Provider Programs
<input type="checkbox"/> Access to Quality Child Care	<input type="checkbox"/> Other:

<input checked="" type="checkbox"/> Parent Education	<input type="checkbox"/> Other:
<input type="checkbox"/> Resource Center & Case Management	_____
<input type="checkbox"/> Integrated Systems Planning & Implementation	<input type="checkbox"/> Community Outreach
<input type="checkbox"/> Countywide Information Referral Systems	<input type="checkbox"/> Other:
<input type="checkbox"/> Organizational Capacity Building	_____

PROGRAM DESCRIPTION

This program utilizes the evidence-based Infants, Toddlers, and Preschoolers-Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The results will indicate the following:

- 130 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI

- 130 Families will reach a status level of at least **stable** on all indicators of the FDM

SERVICE AREA (LOCATIONS)

Victor Valley:
Victorville, Apple Valley, Hesperia, with more limited services to the surrounding unincorporated regions of the Victor Valley (Oak Hills, Phelan, Helendale, Lucerne Valley, Wrightwood

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u>412,958</u>
2016-2017	\$ <u>429,238</u>
2017-2018	\$ <u>448,610</u>
Total	\$ <u>1,290,806</u>

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

FOR COMMISSION USE ONLY									
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code MOSESHO537			SC	Dept. 903	A	Contract Number FS070		
Organization Children and Families Commission				Dept. 903	Orgn. PROG	Contractor's License No.			
Commission Representative Cindy Faulkner, Operations Manager				Telephone 909-386-7706		Total Contract Amount \$ 1,290,806			
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$1,290,806	Amendment Amount		
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. CFFPEY16	Amount \$412,958			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Abbreviated Use				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
Nurturing Parenting & Matrix Outcomes Model (NPP-MOM)				15-16	\$412,958				
				16-17	\$429,238				
				17-18	\$448,610				

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

Legal Name (hereinafter called the Contractor)

Moses House Ministries

Department/Division

Address

15180 Anacapa Road

Victorville, CA 92393

Phone

(760) 955-1895

Federal ID No.

33-0568537

Program Address (if different from legal address):

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

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

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

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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I. DEFINITIONS

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

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.

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

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

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

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

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

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

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

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

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

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

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

Initial Here

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 and by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

- 2) Have not within a three (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 \$ 1,290,806 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 2015-16	\$ <u>412,958</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>429,238</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>448,610</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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, 2015 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: Moses House Ministries
15180 Anacapa Road
Victorville, CA 92392

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

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

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

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

continued on next page

XIII. CONCLUSION

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

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

MOSES HOUSE MINISTRIES

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Matthew Coughlin
Printed Name

Commission Chair
Title

Executive Director
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**



Agency Name: Moses House Ministries
 Program Name: Nurturing Parenting
 Service Area: High Desert

Contract #: FS070
 Fiscal Year: 2015 - 2018

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	130 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	130 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
Objective	Activity	Dosage¹	Verification
Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week	Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies	FDM Assessment (Every 3 months)
Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child	ASQ-3 Completed – within 30-45 calendar days of enrollment
Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance	Intake

Program Description:

This **Group-based** program utilizes *Parents & Their Infants, Toddlers, & Preschoolers* NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Services will be provided in *Victorville and surrounding communities* as approved by First 5 San Bernardino. ¹Number of sessions (dosage) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core and Aggregate
 Reporting Period: Monthly Due: On the 15th
 Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Matthew Coughlin	TOTAL BUDGET:	\$ 412,958
INITIATIVE:	Family and Support Services	FINANCE OFFICER:	Cheryl Bejarano	RFP/CONTRACT #:	14-02 FS070

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Coughlin, Matthew	Executive Director	0.33	24.04	686.36	13.34%	16,500	2,201	18,701	56,674	33%	2080 hrs @ \$24.04/hr = \$50,000. First 5 investment at .33 FTE is 686 hrs @ \$24.04/hr = \$16,500. Balance of \$33,500 is paid by Moses House General Fund. Executive Director oversees all program activities and personnel, responsible for program design and modification, reports to First 5, maintains program compliance, ensures NPP fidelity and monitors all fiscal reporting.
2	Bejarano, Cheryl	Bookkeeper	0.60	14.42	1,248.30	15.94%	18,000	2,869	20,869	34,774	60%	2080 hrs @ \$14.42/hr = \$30,000. First 5 investment at .6 FTE is 1248 hrs @ \$14.42/hr = \$18,000. Balance of \$12,000 is paid by Moses House General Fund. Bookkeeper maintains financial records, posts receipts and information to binders for review, responsible for fiscal reporting to First 5 through Persimmony, responsible for payroll reporting and maintains human resource compliance.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 412,958
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
3	Zatarain, Diana Parenting Facilitator 1	1.00	17.3075	2,080.00	14.96%	36,000	5,385	41,384	41,384	100%	1 FTE 2080 hrs @ \$17.31/hr = \$36,000. Parenting Facilitator 1 has a Masters Degree in Education and has five years experience facilitating Nurturing Parenting Programs. Maintains master calendar of classes, coordinates and prepares printed materials for classes, Facilitates group sessions for medium and high risk participants, coordinates classes with Childcare Facilitators. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Is responsible for data-entry of participants into Persimmony. Purchases and prepares supplies for meals/snacks during group sessions.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 412,958
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
4	Page, Paula Parenting Facilitator 2	1.00	14.423	2,080	16.11%	30,000	4,834	34,834	34,834	100%	1 FTE 2080 hrs @ \$14.42/hr = \$30,000. Parenting Facilitator 2 has a Bachelors Degree in Psychology and has one year experience facilitating Nurturing Parenting Programs. Coordinates and prepares printed materials for classes, Facilitates group sessions for medium and high risk participants, coordinates classes with Childcare Facilitators. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Is responsible for data-entry of participants into persimmony. Purchases and prepares supplies for meals/snacks during group sessions.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Carmon, Shadidi Childcare Facilitator 1	1.00	14.423	2,080	15.94%	30,000	4,781	34,781	34,781	100%	1 FTE 2080 hrs @ \$14.42/hr = \$30,000. Childcare Facilitator 1 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Parenting Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Parenting Program, and enters children and reports to persimmony. Will be responsible for caring for children while participants receive case-management sessions. Supervises and directs Childcare Assistant.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2015-2016
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
6	TBD Childcare Facilitator 2	1.00	14.423	2,080	15.94%	30,000	4,781	34,781	34,781	100%	1 FTE 2080 hrs @ \$14.42/hr = \$30,000. Childcare Facilitator 1 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Parenting Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Parenting Program, and enters children and reports to Persimmony. Will be responsible for caring for children while participants receive case-management sessions. Supervises and directs Childcare Assistant.
7	Gratz, John Childcare Assistant	0.50	12	1,040	11.25%	12,480	1,404	13,884	27,768	50%	.5 FTE 1040 hrs @ \$12/hr = \$12,480. Childcare assistant will work with Childcare Facilitators 1 and 2 offering general support for Child Enrichment Sessions in order to balance child to facilitator ratios. Works with younger children who cannot participate in Child Enrichment Sessions. This Position does not Facilitate Childcare.



**FIRST 5 SAN BERNARDINO
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
8	Holloway, Edie Case Worker 1	0.81	14.4215	1,685	16.11%	24,300	3,915	28,216	34,830	81%	2080 hrs @ \$14.42/hr = \$30,000. 19% share of cost from other funders totals \$5,700. First 5 investment at .81 FTE is 1685 hrs @ \$14.42/hr = \$24,300. Case Worker 1 is responsible for conducting initial intake and assessment for Participants utilizing AAPI, NSCS, and FDM. Works Closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular case management sessions with participants and develops Family Empowerment Plan. Works closely with Van Drivers to ensure participants with significant transportation barriers have access to programs and services.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
9	TBD Case Worker 2	0.81	14.4215	1,685	16.11%	24,300	3,915	28,216	34,830	81%	1 FTE 2080 hrs @ \$14.42/hr = \$30,000. Childcare Facilitator 1 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Parenting Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Parenting Program, and enters children and reports to Persimmony. Will be responsible for caring for children while participants receive case-management sessions. Supervises and directs Childcare Assistant.
10	Copeland, Ernilda Driver 1	0.50	14.423	1,040	30.01%	15,000	4,502	19,502	39,003	50%	.5 FTE 1040 hrs @ \$14.42/hr = \$15,000. Driver 1 picks up participants and children with significant transportation barriers from home and delivers to office for Nurturing Parenting Sessions and Case Management Sessions. This position works an AM shift. Maintains vehicle and makes sure child seats are properly installed and sized appropriately. Class B License.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 412,958
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I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
11	Calloway, Dawana	Driver 2	0.50	14.423	1,040	30.01%	15,000	4,502	19,502	39,003	50%	.5 FTE 1040 hrs @ \$14.42/hr = \$15,000. Driver 2 picks up participants and children with significant transportation barriers from home and delivers to office for Nurturing Parenting Sessions and Case Management Sessions. This position works a PM shift. Maintains vehicle and makes sure child seats are properly installed and sized appropriately. Class B License.
12		Parent-Peer Stipends	0.30	10	615	0%	6,150	-	6,150	20,800	30%	(* No FTE) Parent Peer Stipends will be offered to successful graduates of the Nurturing Parenting Program returning to offer support services to enrolled participants at a rate of \$10/hour for each 2.5 hours session with an anticipation of 246 separate sessions/year. (\$10*2.5)*246 = \$6,150. Benefits are not available to stipend recipients.
Total Salaries & Benefits									\$ 300,819			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
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II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Program Materials/ Supplies	1.59%	\$ 6,557	Nurturing Parenting curriculum requires materials for participants, including certificates, facilitator manuals, student manuals and books. \$5,772 is designated for participant materials and classroom supplies. \$785 will be used to purchase necessary program curriculum. ($\$5,772 + \$785 = \$6,557$)	
2 Staff Development/ Training	1.16%	\$ 4,779	Staff Development and training is budgeted for \$600 per staff position for 6 staff members (2 Parenting Facilitators, 2 Case Workers, 2 Childcare Facilitators) in anticipation of providing additional training in best practices beyond the Facilitators Training each staff has already received. Additionally, \$300 for 3 staff members (1 Childcare Assistant, 2 Van Drivers) and \$300 for Executive Director and Bookkeeper at relative percentages allocated (.33 FTE and .6 FTE respectively) providing staff development and program improvement. $(6*600)+3*300+(300*0.33)+(300*0.6) = \mathbf{\$4,779}$	
3 Advertisements	1.44%	\$ 5,958	Advertisements for participant recruitment, including radio advertising, brochures, posters, and other print marketing materials totaling \$5,000. In addition, cost reflects 50% of website fees for moseshouse.org $(\$159.60*12)*.5= \958 , utilized for informing potential participants about programs and services available. A large number of participants locate our services through internet based search. ($\$5,000 + \$958 = \$5,958$)	
4 Printing	0.48%	\$ 2,000	In-house printing/copying of materials for Nurturing Parenting Programs and Case Management materials. Participants compile notebooks of activities and nutritious snacks for home-practice with their children.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

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PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 412,958
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

5	Postage	0.06%	\$ 250	Postage will be utilized for correspondence with participants enrolled in both Nurturing Parenting Programs and Case Management. Postage may also be utilized for correspondence to First 5.
6	Office Supplies	0.73%	\$ 3,000	Costs based on office supplies utilized for Nurturing Parenting Sessions, Case Management and preparing fiscal required documents for First 5.
7	Office Equipment	1.27%	\$ 5,262	Office equipment reflects 80% of the lease cost for printer/copier, reflecting percentage of use for Nurturing Parenting Programs, Case Management and fiscal department for reporting ($\$375 * 12 * .8 = \$3,600$). Cost also includes 2 tablet computers ($\$831 * 2 = \$1,662$) to be utilized by Parenting Facilitators and Case Workers during home based sessions, enabling staff to access client files and provide access to resources. ($\$3,600 + \$1,662 = \$5,262$)
8	Rent/ Lease Building	5.45%	\$ 22,500	5000 square foot office building will be utilized for Nurturing Parenting Group Sessions and Case Management appointments as well as provide office space for program staff. 75% of available space will be regularly utilized for contracted services. Leased at $\$30,000/\text{year}$. ($\$30,000 * .75 = \$22,500$)
9	Building/ Equipment Maintenance	0.18%	\$ 750	Provides for minor repairs/cleaning of facility and classroom equipment.
10	Utilities	3.21%	\$ 13,263	Utility costs reflect 75% of annualized: Phone/fax ($\$3,800 * .75 = \$2,850$), electricity ($\$5,000 * .75 = \$3,750$), gas ($\$841 * .75 = \631), water/sewer/trash ($\$2,028 * .75 = \$1,521$) and 100% of the cellular plan for staff utilizing phones for home-based sessions at $\$4,511$. Summary: Phone/fax = $\$2,850$; Electricity = $\$3,750$; Gas = $\$631$; Water/Sewer/Trash = $\$1,521$; Cellular = $\$4,511$; Total = $\$13,263$



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

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INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

11	Insurance/ Taxes/ Licenses	2.52%	\$ 10,402	Insurance includes: property, umbrella, vehicle, and Directors and Officers: \$9,852. Taxes include personal property taxes for printer/copier of \$200. Licenses include van registration of \$350. Summary: Insurance = \$9,852; Taxes = \$200; Licenses = \$350; Total = \$10,402
12	Professional Services/ Consultants	1.41%	\$ 5,840	Professional services include Annual Audit (Audits are conducted on a calendar year, converted to fiscal year for the proposal: 50% of 2015 Audit = \$2000; 50% of 2016 Audit = \$2000; Total = \$4000), DOJ fingerprinting for Parent Peers and childcare volunteers(10 @ \$25 each = \$250), and Payroll processing fees (\$1,590) Summary: Audit = \$4000; DOJ clearance = \$250; Payroll = \$1,590; Total = \$5,840
Total Services & Supplies			\$ 80,561	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Nurturing Parenting Class Sessions	4,920	Parents learn simple, yet healthy snack and meal ideas during Nurturing Parenting Program. Food purchases of \$20 per session for an estimated 246 Nurturing Parenting Sessions (\$20*246 = \$4,920)
Total Food	4,920	

IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 Participant Residence	Home-based Nurturing Parenting Individual Session	2,912	Parenting Facilitators will offer Individual/home-based sessions to participants requiring additional support. Based on 2 staff positions averaging 2 home visits per week at 25 miles per round-trip at the current IRS reimbursement rate of \$.56/mile ((50*2)*.56*52) = \$2,912.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 412,958
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

2	Participant Residence	Home-based Case Management Session	2,912	Case Managers will offer home-based case management to participants requiring additional support. Based on 2 staff positions averaging 2 home visits per week at 25 miles per round-trip at the current IRS reimbursement rate of \$.56/mile ((50*2)*.56*52) = \$2,912.
3	Participant Residence/Moses House office	Bus passes	7,840	Participant supports include 196 individual bus passes at \$40 per pass providing 49 individuals with a possible 4 months of bus access in order to remove transportation barriers for participants. (49*4*\$40= \$7,840)
4	Participant Transportation	Provide safe access for participants and their children to NPP and Case Management sessions	12,994	Moses House Ministries van service will be utilized for participants with limited or no access to public transportation, providing safe access for participants and their children to Nurturing Parenting Programs and Case Management Sessions. Fuel costs averaged from past three years of service and reflecting current estimated fuel prices = \$7,794. Anticipated maintenance and repair costs of \$5,200 based on averages of past three years ensures van is in safe and operational order. Summary: Fuel = \$7,794 Maintenance and Repair = \$5,200 = Total \$12,994
	Total Travel		26,658	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1			
	Total Subcontractors	-	

VI. INDIRECT COSTS

Percent:			
Basis:			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 412,958
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070
Total Indirect Costs	\$ -	
TOTAL FIRST 5 BUDGET	\$ 412,958	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J	
	Name:											
	Position:											
1	Coughlin, Matthew	Executive Director	0.33	25	686.36	13.42%	17,159	2,303	19,462	58,979	33%	2080 hrs @ \$25/hr = \$52,000. First 5 investment at .33 FTE is 686 hrs @ \$25/hr = \$17,160. Balance of \$34,840 is paid by Moses House General Fund. Cost difference over last fiscal year reflects 4% cost of living increase. Executive Director oversees all program activities and personnel, responsible for program design and modification, reports to First 5, maintains program compliance, ensures NPP fidelity and monitors all fiscal reporting.
2	Bejarano, Cheryl	Bookkeeper	0.60	15	1248.3	16.08%	18,725	3,010	21,734	36,215	60%	2080 hrs @ \$15/hr = \$31,200. First 5 investment at .6 FTE is 1248 hrs @ \$15/hr = \$18,720. Balance of \$12,480 is paid by Moses House General Fund. Cost difference over last fiscal year reflects 4% cost of living increase. Bookkeeper maintains financial records, posts receipts and information to binders for review, responsible for fiscal reporting to First 5 through Persimmony, responsible for payroll reporting and maintains human resource compliance.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
3	Zatarain, Diana Parenting Facilitator 1	1.00	18	2080	15.07%	37,440	5,643	43,083	43,083	100%	1 FTE 2080 hrs @ \$18/hr = \$37,440. Cost difference over last fiscal year reflects 4% cost of living increase. Parenting Facilitator 1 has a Masters Degree in Education and has five years experience facilitating Nurturing Parenting Programs. Maintains master calendar of classes, coordinates and prepares printed materials for classes, Facilitates group sessions for medium and high risk participants, coordinates classes with Childcare Facilitators. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Is responsible for data-entry of participants into Persimmony. Purchases and prepares supplies for meals/snacks during group sessions.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
4	Page, Paula Parenting Facilitator 2	1.00	15	2080	16.25%	31,200	5,070	36,270	36,270	100%	1 FTE 2080 hrs @ \$15/hr = \$31,200. Cost difference over last fiscal year reflects 4% cost of living increase. Parenting Facilitator 2 has a Bachelors Degree in Psychology and has one year experience facilitating Nurturing Parenting Programs. Coordinates and prepares printed materials for classes, Facilitates group sessions for medium and high risk participants, coordinates classes with Childcare Facilitators. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Is responsible for data-entry of participants into Persimmony. Purchases and prepares supplies for meals/snacks during group sessions.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
5	Carmon, Shadidi Childcare Facilitator 1	1.00	15	2080	16.08%	31,200	5,015	36,215	36,215	100%	1 FTE 2080 hrs @ \$15/hr = \$31,200. Cost difference over last fiscal year reflects 4% cost of living increase. Childcare Facilitator 1 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Parenting Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Parenting Program, and enters children and reports into Persimmony. Will be responsible for caring for children while participants receive case-management sessions. Supervises and directs Childcare Assistant.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
6	TBD Childcare Facilitator 2	1.00	15	2080	16.08%	31,200	5,015	36,215	36,215	100%	1 FTE 2080 hrs @ \$15/hr = \$31,200. Cost difference over last fiscal year reflects 4% cost of living increase. Childcare Facilitator 1 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Parenting Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Parenting Program, and enters children and reports into Persimmony. Will be responsible for caring for children while participants receive case management sessions. Supervises and directs Childcare Assistant.
7	Gratz, John Childcare Assistant	0.50	12.48	1040	11.16%	12,979	1,449	14,428	28,856	50%	.5 FTE 1040 hrs @ \$12.48/hr = \$12,979. Cost difference over last fiscal year reflects 4% cost of living increase. Childcare assistant will work with Childcare Facilitators 1 and 2 offering general support for Child Enrichment Sessions in order to balance child to facilitator ratios. Works with younger children who cannot participate in Child Enrichment Sessions. This Position does not facilitate childcare.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
8	Holloway, Edie Case Worker 1	0.81	15	1685	16.25%	25,275	4,107	29,382	36,270	81%	2080 hrs @ \$15/hr = \$31,200. 19% share of cost from other funders totals \$5,928. First 5 investment at .81 FTE is 1685 hrs @ \$15/hr = \$25,272. Cost difference over last fiscal year reflects 4% cost of living increase. Case Worker 1 is responsible for conducting initial intake and assessment for Participants utilizing AAPI, NSCS, and FDM. Works Closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular case management sessions with participants and develops Family Empowerment Plans. Works Closely with Van Drivers to ensure participants with significant transportation barriers have access to programs and services.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Matthew Coughlin	TOTAL BUDGET:	\$ 429,238
INITIATIVE:	Family and Support Services	FINANCE OFFICER:	Cheryl Bejarano	RFP/CONTRACT #:	14-02 FS070

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
9	TBD Case Worker 2	0.81	15	1685	16.25%	25,275	4,107	29,382	36,270	81%	2080 hrs @ \$15/hr = \$31,200. 19% share of cost from other funders totals \$5,928. First 5 investment at .81 FTE is 1685 hrs @ \$15/hr = \$25,272. Cost difference over last fiscal year reflects 4% cost of living increase. Case Worker 2 is responsible for conducting initial intake and assessment for Participants utilizing AAPI, NSCS, and FDM. Works Closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular case management sessions with participants and develops Family Empowerment Plan. Works Closely with Van Drivers to ensure participants with significant transportation barriers have access to programs and services.
10	Copeland, Ernilda Driver 1	0.50	15	1040	29.94%	15,600	4,670	20,270	40,541	50%	.5 FTE 1040 hrs @ \$15/hr = \$15,600. Cost difference over last fiscal year reflects 4% cost of living increase. Driver 1 picks up participants and children with significant transportation barriers from home and delivers to office for Nurturing Parenting Sessions and Case Management Sessions. This position works an AM shift. Maintains vehicle and makes sure child seats are properly installed and sized appropriately. Class B License.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Nurturing Parenting	PROGRAM DIRECTOR:	Matthew Coughlin	TOTAL BUDGET:	\$ 429,238
INITIATIVE:	Family and Support Services	FINANCE OFFICER:	Cheryl Bejarano	RFP/CONTRACT #:	14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
11	Calloway, Dawana Driver 2	0.50	15	1040	29.94%	15,600	4,670	20,270	40,541	50%	.5 FTE 1040 hrs @ \$15/hr = \$15,600. Cost difference over last fiscal year reflects 4% cost of living increase. Driver 2 picks up participants and children with significant transportation barriers from home and delivers to office for Nurturing Parenting Sessions and Case Management Sessions. This position works a PM shift. Maintains vehicle and makes sure child seats are properly installed and sized appropriately. Class B License.
12	Parent-Peer Stipends	0.30	10	615	0%	6,150	-	6,150	20,800	30%	(* No FTE) Parent Peer Stipends will be offered to successful graduates of the Nurturing Parenting Program returning to offer support services to enrolled participants at a rate of \$10/hour for each 2.5 hour session with an anticipation of 246 separate sessions/year. (\$10*2.5)*246 = \$6,150. Benefits are not available to stipend recipients.
Total Salaries & Benefits								\$ 312,864			



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Program Materials/ Supplies	1.34%	\$ 5,772	Nurturing Parenting curriculum requires materials for participants, including certificates, facilitator manuals, student manuals and books. \$5,772 is designated for participant materials and classroom supplies.	
2 Staff Development/ Training	1.11%	\$ 4,779	Staff Development and training is budgeted for \$600 per staff position for 6 staff members (2 Parenting Facilitators, 2 Case Workers, 2 Childcare Facilitators) in anticipation of providing additional training in best practices beyond the Facilitators Training each staff has already received. Additionally, \$300 for 3 staff members (1 Childcare Assistant, 2 Van Drivers) and \$300 for Executive Director and Bookkeeper at relative percentages allocated (.33 FTE and .6 FTE respectively) providing staff development and program improvement. $(6*600)+3*300+(300*0.33)+(300*0.6) = \mathbf{\$4,779}$	
3 Advertisements	1.39%	\$ 5,958	Advertisements for participant recruitment, including radio advertising, brochures, posters, and other print marketing materials totaling \$5,000. In addition, cost reflects 50% of website fees for moshouse.org $(\$159.60*12)*.5 = \958 , utilized for informing potential participants about programs and services available. A large number of participants locate our services through internet based search. $(\$5,000 + \$958 = \$5,958)$	
4 Printing	0.47%	\$ 2,000	In-house printing/copying of materials for Nurturing Parenting Programs and Case Management materials. Participants compile notebooks of activities and nutritious snacks for home-practice with their children.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

5	Postage	0.06%	\$ 250	Postage will be utilized for correspondence with participants enrolled in both Nurturing Parenting Programs and Case Management. Postage may also be utilized for correspondence to First 5.
6	Office Supplies	0.70%	\$ 3,000	Costs based on office supplies utilized for Nurturing Parenting Sessions, Case Management and preparing fiscal required documents for First 5.
7	Office Equipment	0.84%	\$ 3,600	Office equipment reflects 80% of the lease cost for printer/copier, reflecting percentage of use for Nurturing Parenting Programs, Case Management and fiscal department for reporting $(\$375 * 12) * .8 = \$3,600$
8	Rent/ Lease Building	6.29%	\$ 27,000	5000 square foot office building will be utilized for Nurturing Parenting Group Sessions and Case Management appointments as well as provide office space for program staff. 75% of available space will be regularly utilized for contracted services. Leased at anticipated increase to \$36,000/year. $(\$36,000 * .75 = \$27,000)$
9	Building/ Equipment Maintenance	0.17%	\$ 750	Provides for minor repairs/cleaning of facility and classroom equipment.
10	Utilities	3.23%	\$ 13,877	Utility costs reflect rate increase of 7%, billed at 75% of annualized: Phone/fax $(\$4,066 * .75 = \$3,050)$, electricity $(\$5,350 * .75 = \$4,013)$, gas $(\$900 * .75 = \$675)$, water/sewer/trash $(\$2,170 * .75 = \$1,628)$ and 100% of the cellular plan for staff utilizing phones for home-based sessions at \$4,511. Summary: Phone/fax = \$3,050; Electricity= \$4,013; Gas = \$675; Water/Sewer/trash = \$1,628; Cellular = \$4,511; Total = \$13,877



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

11	Insurance/ Taxes/ Licenses	2.63%	\$ 11,289	Insurance includes: property, umbrella, vehicle, and Directors and Officers: based on annual average increase of 9% = \$10,739. Taxes include personal property taxes for printer/copier of \$200. Licenses include van registration of \$350. Summary: Insurance = \$10,739; Taxes = \$200; Licenses = \$350; Total = \$11,289
12	Professional Services/ Consultants	1.36%	\$ 5,840	Professional services include Annual Audit (Audits are conducted on a calendar year, converted to fiscal year for the proposal: 50% of 2015 Audit = \$2000; 50% of 2016 Audit = \$2000; Total = \$4000), DOJ fingerprinting for Parent Peers and childcare volunteers(10 @ \$25 each = \$250), and Payroll processing fees (\$1,590) Summary: Audit = \$4000; DOJ clearance = \$250; Payroll = \$1,590; Total = \$5,840
	Total Services & Supplies		\$ 84,115	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Nurturing Parenting Class Sessions	4,920	Parents learn simple, yet healthy snack and meal ideas during Nurturing Parenting Program. Food purchases of \$20 per session for an estimated 246 Nurturing Parenting Sessions (\$20*246 = \$4,920)
Total Food	4,920	

IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 429,238
INITIATIVE: Family and Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

1	Participant Residence	Home-based Nurturing Parenting Individual Session	3,058	Parenting Facilitators will offer Individual/home-based sessions to participants requiring additional support. Based on 2 staff positions averaging 2 home visits per week at 25 miles per round-trip at the estimated IRS reimbursement rate of \$.588/mile ((50*2)*.588*52) = \$3,058.
2	Participant Residence	Home-based Case Management Session	3,058	Case Managers will offer home-based case management to participants requiring additional support. Based on 2 staff positions averaging 2 home visits per week at 25 miles per round-trip at the estimated IRS reimbursement rate of \$.588/mile ((50*2)*.588*52) = \$3,058.
3	Participant Residence/Moses House office	Bus passes	7,840	Participant supports include 196 individual bus passes at \$40 per pass providing 49 individuals with a possible 4 months of bus access in order to remove transportation barriers for participants. (49*4*\$40= \$7,840)
4	Participant Transportation	Provide safe access for participants and their children to NPP and Case Management sessions	13,383	Moses House Ministries Van service will be utilized for participants with limited or no access to public transportation, providing safe access for participants and their children to Nurturing Parenting Programs and Case Management Sessions. Fuel costs averaged from past three years of service and reflecting estimated fuel price increase of 5% = \$8,183. Anticipated maintenance and repair costs of \$5,200 based on averages of past three years ensures Van is in safe and operational order. Summary: Fuel = \$8,183 Maintenance and Repair = \$5,200 = Total \$13,383
	Total Travel		27,339	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Moses House Ministries		DIRECTOR: Matthew Coughlin		PROGRAM YEAR: 2016-2017	
PROGRAM TITLE: Nurturing Parenting		PROGRAM DIRECTOR: Matthew Coughlin		TOTAL BUDGET: \$ 429,238	
INITIATIVE: Family and Support Services		FINANCE OFFICER: Cheryl Bejarano		RFP/CONTRACT #: 14-02 FS070	
	Total Subcontractors		-		
VI.	INDIRECT COSTS				
	Percent:				
	Basis:				
	Total Indirect Costs		\$ -		
TOTAL FIRST 5 BUDGET			\$ 429,238		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
INITIATIVE: Family Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	Coughlin, Matthew Executive Director	0.33	26	686.36	13.51%	17,845	2,411	20,256	61,386	33%	2080 hrs @ \$26/hr = \$54,080. First 5 investment at .33 FTE is 686 hrs @ \$26/hr = \$17,846. Balance of \$36,234 is paid by Moses House General Fund. Cost difference over last fiscal year reflects 4% cost of living increase. Executive Director oversees all program activities and personnel, responsible for program design and modification, reports to First 5, maintains program compliance, ensures NPP fidelity and monitors all fiscal reporting.
2	Bejarano, Cheryl Bookkeeper	0.60	15.6	1248.3	16.22%	19,473	3,158	22,632	37,710	60%	2080 hrs @ \$15.60/hr = \$32,448. First 5 investment at .6 FTE is 1248 hrs @ \$15.60/hr = \$19,469. Balance of \$12,979 is paid by Moses House General Fund. Cost difference over last fiscal year reflects 4% cost of living increase. Bookkeeper maintains financial records, posts receipts and information to binders for review, responsible for fiscal reporting to First 5 through Persimmony, responsible for payroll reporting and maintains human resource compliance.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
INITIATIVE: Family Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
3	Zatarain, Diana Parenting Facilitator 1	1.00	18.72	2080	15.19%	38,938	5,915	44,853	44,853	100%	1 FTE 2080 hrs @ \$18.72/hr = \$38,938. Cost difference over last fiscal year reflects 4% cost of living increase. Parenting Facilitator 1 has a Masters Degree in Education and has five years experience facilitating Nurturing Parenting Programs. Maintains master calendar of classes, coordinates and prepares printed materials for classes, Facilitates group sessions for medium and high risk participants, coordinates classes with Childcare Facilitators. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Is responsible for data-entry of participants into Persimmony. Purchases and prepares supplies for meals/snacks during group sessions.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
INITIATIVE: Family Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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	A	B	C	D	E	F	G	H	I	J
4	Page, Paula Parenting Facilitator 2	1.00	15.6	2080	16.39%	32,448	5,320	37,768	37,768	100%	1 FTE 2080 hrs @ \$15.60/hr = \$32,448. Cost difference over last fiscal year reflects 4% cost of living increase. Parenting Facilitator 2 has a Bachelors Degree in Psychology and has one year experience facilitating Nurturing Parenting Programs. Coordinates and prepares printed materials for classes, Facilitates group sessions for medium and high risk participants, coordinates classes with Childcare Facilitators. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions, as appropriate. Is responsible for data-entry of participants into Persimmony. Purchases and prepares supplies for meals/snacks during group sessions.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Carmon, Shadidi Childcare Facilitator 1	1.00	15.6	2080	16.22%	32,448	5,262	37,710	37,710	100%	1 FTE 2080 hrs @ \$15.60/hr = \$32,448. Cost difference over last fiscal year reflects 4% cost of living increase. Childcare Facilitator 1 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Parenting Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Parenting Program, and enters children and reports to Persimmony. Will be responsible for caring for children while participants receive case-management sessions. Supervises and directs Childcare Assistant.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
6	TBD Childcare Facilitator 2	1.00	15.6	2080	16.22%	32,448	5,262	37,710	37,710	100%	1 FTE 2080 hrs @ \$15.60/hr = \$32,448. Cost difference over last fiscal year reflects 4% cost of living increase. Childcare Facilitator 1 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Parenting Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Parenting Program, and enters children and reports to persimmony. Will be responsible for caring for children while participants receive case-management sessions. Supervises and directs Childcare Assistant.
7	Gratz, John Childcare Assistant	0.50	12.98	1040	11.08%	13,499	1,495	14,995	29,989	50%	.5 FTE 1040 hrs @ \$12.98/hr = \$13,498 Cost difference over last fiscal year reflects 4% cost of living increase. Childcare assistant will work with Childcare Facilitators 1 and 2 offering general support for Child Enrichment Sessions in order to balance child to facilitator ratios. Works with younger children who cannot participate in Child Enrichment Sessions. This Position does not Facilitate Childcare.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
8	Holloway, Edie Case Worker 1	0.81	15.6	1685	16.39%	26,286	4,309	30,595	37,768	81%	2080 hrs @ \$15.60/hr = \$32,448. 19% share of cost from other funders totals \$6,165. First 5 investment at .81 FTE is 1685 hrs @ \$15.6/hr = \$26,283. Cost difference over last fiscal year reflects 4% cost of living increase. Case Worker 1 is responsible for conducting initial intake and assessment for Participants utilizing AAPI, NSCS, and FDM. Works closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular case management sessions with participants and develops Family Empowerment Plan. Works closely with Van Drivers to ensure participants with significant transportation barriers have access to programs and services.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
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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	A	B	C	D	E	F	G	H	I	J
9	TBD Case Worker 2	0.81	15.6	1685	16.39%	26,286	4,309	30,595	37,768	81%	2080 hrs @ \$15.60/hr = \$32,448. 19% share of cost from other funders totals \$6,165. First 5 investment at .81 FTE is 1685 hrs @ \$15.6/hr = \$26,283. Cost difference over last fiscal year reflects 4% cost of living increase. Case Worker 2 is responsible for conducting initial intake and assessment for Participants utilizing AAPI, NSCS, and FDM. Works closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular case management sessions with participants and develops Family Empowerment Plan. Works closely with Van Drivers to ensure participants with significant transportation barriers have access to programs and services.
10	Copeland, Ernilda Driver 1	0.50	15.6	1040	29.87%	16,224	4,846	21,070	42,140	50%	.5 FTE 1040 hrs @ \$15.60/hr = \$16,224. Cost difference over last fiscal year reflects 4% cost of living increase. Driver 1 picks up participants and children with significant transportation barriers from home and delivers to office for Nurturing Parenting Sessions and Case Management Sessions. This position works an AM shift. Maintains vehicle and makes sure child seats are properly installed and sized appropriately. Class B License.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
INITIATIVE: Family Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

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		A	B	C	D	E	F	G	H	I	J
11	Calloway, Dawana	Driver 2	0.50	15.6	1040	29.87%	16,224	4,846	21,070	42,140	50%	.5 FTE 1040 hrs @ \$15.60/hr = \$16,224. Cost difference over last fiscal year reflects 4% cost of living increase. Driver 2 picks up participants and children with significant transportation barriers from home and delivers to office for Nurturing Parenting Sessions and Case Management Sessions. This position works a PM shift. Maintains vehicle and makes sure child seats are properly installed and sized appropriately. Class B License.
12		Parent-Peer Stipends	0.30	10	615	0%	6,150	-	6,150	20,800	30%	(* No FTE) Parent Peer Stipends will be offered to successful graduates of the Nurturing Parenting Program returning to offer support services to enrolled participants at a rate of \$10/hour for each 2.5 hours session with an anticipation of 246 separate sessions/year. (\$10*2.5)*246 = \$6,150. Benefits are not available to stipend recipients.
Total Salaries & Benefits									\$ 325,405			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
INITIATIVE: Family Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Program Materials/ Supplies	1.29%	\$ 5,772	Nurturing Parenting curriculum requires materials for participants, including certificates, facilitator manuals, student manuals and books. \$5,772 is designated for participant materials and classroom supplies.	
2 Staff Development/ Training	1.07%	\$ 4,779	Staff Development and training is budgeted for \$600 per staff position for 6 staff members (2 Parenting Facilitators, 2 Case Workers, 2 Childcare Facilitators) in anticipation of providing additional training in best practices beyond the Facilitators Training each staff has already received. Additionally, \$300 for 3 staff members (1 Childcare Assistant, 2 Van Drivers) and \$300 for Executive Director and Bookkeeper at relative percentages allocated (.33 FTE and .6 FTE respectively) providing staff development and program improvement. $(6*600)+(3*300)+(300*0.33)+(300*0.6) = \mathbf{\$4,779}$	
3 Advertisements	1.33%	\$ 5,958	Advertisements for participant recruitment, including radio advertising, brochures, posters, and other print marketing materials totaling \$5,000. In addition, cost reflects 50% of website fees for moseshouse.org $(\$159.60*12)*.5= \958 , utilized for informing potential participants about programs and services available. A large number of participants locate our services through internet based search. $(\$5,000 + \$958 = \$5,958)$	
4 Printing	0.45%	\$ 2,000	In-house printing/copying of materials for Nurturing Parenting Programs and Case Management materials. Participants compile notebooks of activities and nutritious snacks for home-practice with their children.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
INITIATIVE: Family Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

5	Postage	0.06%	\$ 250	Postage will be utilized for correspondence with participants enrolled in both Nurturing Parenting Programs and Case Management. Postage may also be utilized for correspondence to First 5.
6	Office Supplies	0.67%	\$ 3,000	Costs based on office supplies utilized for Nurturing Parenting Sessions, Case Management and preparing required fiscal documents for First 5.
7	Office Equipment	0.80%	\$ 3,600	Office equipment reflects 80% of the lease cost for printer/copier, reflecting percentage of use for Nurturing Parenting Programs, Case Management and fiscal department for reporting $(\$375 * 12) * .8 = \$3,600$
8	Rent/ Lease Building	7.02%	\$ 31,500	5000 square foot office building will be utilized for Nurturing Parenting Group Sessions and Case Management appointments as well as provide office space for program staff. 75% of available space will be regularly utilized for contracted services. Leased at anticipated increase to \$42,000/year. $(\$42,000 * .75 = \$31,500)$
9	Building/ Equipment Maintenance	0.17%	\$ 750	Provides for minor repairs/cleaning of facility and classroom equipment.
10	Utilities	3.24%	\$ 14,532	Utility costs reflect rate increase of 7%, billed at 75% of annualized: Phone/fax $(\$4,351 * .75 = \$3,263)$, electricity $(\$5,725 * .75 = \$4,294)$, gas $(\$963 * .75 = \$722)$, water/sewer/trash $(\$2,322 * .75 = \$1,742)$ and 100% of the cellular plan for staff utilizing phones for home-based sessions at \$4,511. Summary: Phone/fax = \$3,263; Electricity= \$4,294; Gas = \$722; Water/Sewer/Trash = \$1,742; Cellular = \$4,511; Total = \$14,532



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
INITIATIVE: Family Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

11	Insurance/ Taxes/ Licenses	2.73%	\$ 12,256	Insurance includes: property, umbrella, vehicle, and Directors and Officers: based on annual average increase of 9% = \$11,706. Taxes include personal property taxes for printer/copier of \$200. Licenses include Van registration of \$350. Summary: Insurance = \$11,706; Taxes = \$200; Licenses = \$350; Total = \$12,256
12	Professional Services/ Consultants	1.30%	\$ 5,840	Professional services include Annual Audit (Audits are conducted on a calendar year, converted to fiscal year for the proposal: 50% of 2015 Audit = \$2000; 50% of 2016 Audit = \$2000; Total = \$4000), DOJ fingerprinting for Parent Peers and childcare volunteers(10 @ \$25 each = \$250), and Payroll processing fees (\$1,590) Summary: Audit = \$4000; DOJ clearance = \$250; Payroll = \$1,590; Total = \$5,840
Total Services & Supplies			\$ 90,237	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Nurturing Parenting Class Sessions	4,920	Parents learn simple, yet healthy snack and meal ideas during Nurturing Parenting Program. Food purchases of \$20 per session for an estimated 246 Nurturing Parenting Sessions (\$20*246 = \$4,920)
Total Food	4,920	

IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries	DIRECTOR: Matthew Coughlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting	PROGRAM DIRECTOR: Matthew Coughlin	TOTAL BUDGET: \$ 448,610
INITIATIVE: Family Support Services	FINANCE OFFICER: Cheryl Bejarano	RFP/CONTRACT #: 14-02 FS070

1	Participant Residence	Home-based Nurturing Parenting Individual Session	3,208	Parenting Facilitators will offer Individual/home-based sessions to participants requiring additional support. Based on 2 staff positions averaging 2 home visits per week at 25 miles per round trip at the estimated IRS reimbursement rate of \$.617/mile, $((50*2)*.617*52) = \$3,208$.
2	Participant Residence	Home-based Case Management Session	3,208	Case Managers will offer home-based case management to participants requiring additional support. Based on 2 staff positions averaging 2 home visits per week at 25 miles per round trip at the estimated IRS reimbursement rate of \$.617/mile, $((50*2)*.617*52) = \$3,208$.
3	Participant Residence/Moses House office	Bus passes	7,840	Participant supports include 196 individual bus passes at \$40 per pass providing 49 individuals with a possible 4 months of bus access in order to remove transportation barriers for participants. $(49*4*\$40= \$7,840)$
4	Participant Transportation	Provide safe access for participants and their children to NPP and Case Management sessions	13,792	Moses House Ministries Van service will be utilized for participants with limited or no access to public transportation, providing safe access for participants and their children to Nurturing Parenting Programs and Case Management Sessions. Fuel costs averaged from past three years of service and reflecting estimated fuel price increase of 5% = \$8,592. Anticipated maintenance and repair costs of \$5,200 based on averages of past three years ensures Van is in safe and operational order. Summary: Fuel = \$8,592 Maintenance and Repair = \$5,200 = Total \$13,792
Total Travel			28,048	

V. SUBCONTRACTORS			
	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Moses House Ministries		DIRECTOR: Matthew Coughlin		PROGRAM YEAR: 2017-2018	
PROGRAM TITLE: Nurturing Parenting		PROGRAM DIRECTOR: Matthew Coughlin		TOTAL BUDGET: \$ 448,610	
INITIATIVE: Family Support Services		FINANCE OFFICER: Cheryl Bejarano		RFP/CONTRACT #: 14-02 FS070	
1					
	Total Subcontractors		-		
VI.	INDIRECT COSTS				
	Percent:				
	Basis:				
	Total Indirect Costs		\$ -		
TOTAL FIRST 5 BUDGET			\$ 448,610		

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

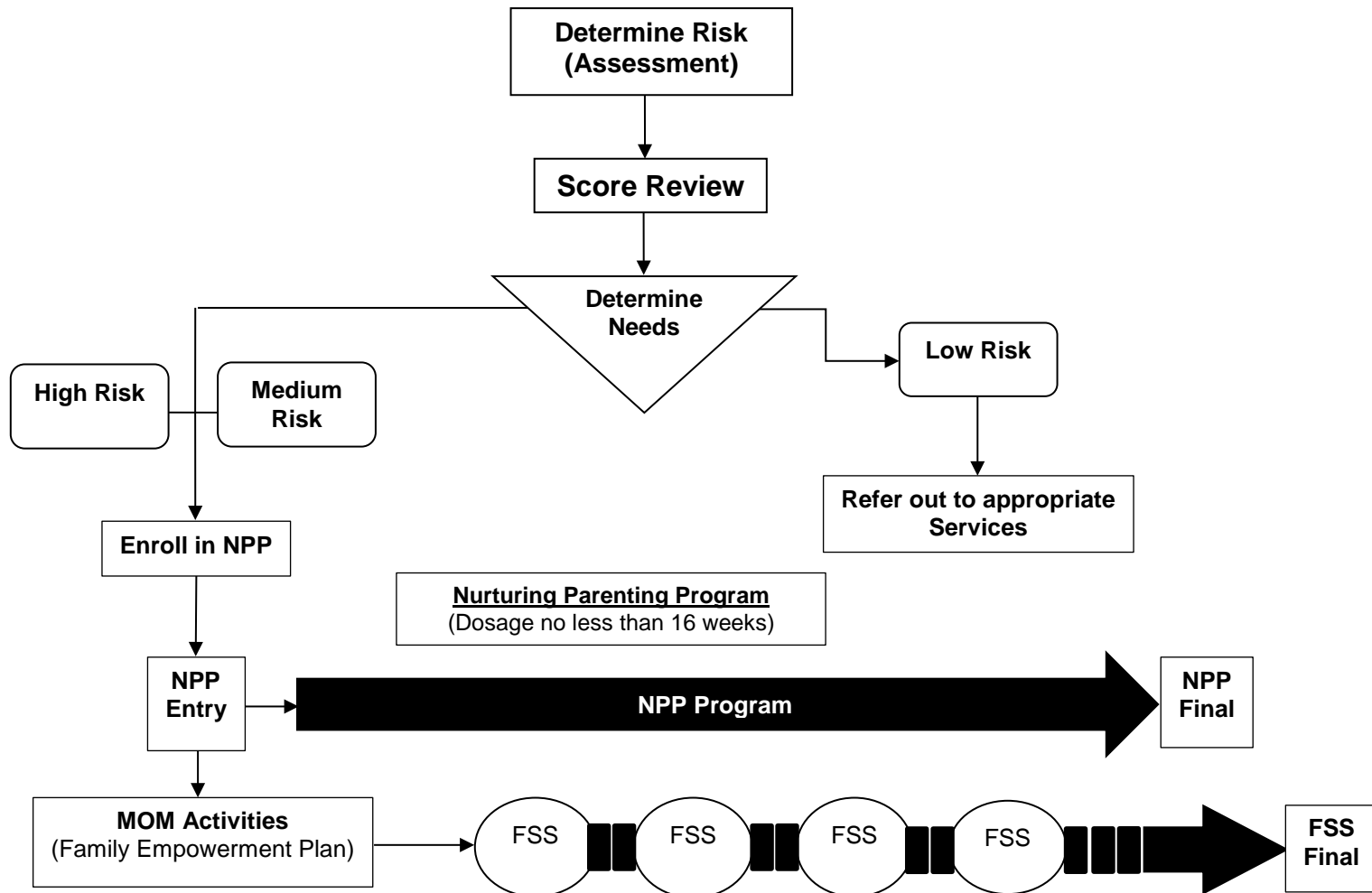
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model



ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ **Title:** _____

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

Fax #: _____

E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

Educational Institution **Describe:** _____

Government Agency **Describe:** _____

Private Entity/Institution **Describe:** _____

Community-Based **Describe:** Non Profit

FIRST 5 FOCUS AREA

Health

Education

Family

Systems

STRATEGY

Early Screening and Intervention

Health Care Access

Oral Health

Early Education Programs

Access to Quality Child Care

Parent Education

Resource Center & Case Management

Integrated Systems Planning & Implementation

Countywide Information Referral Systems

Organizational Capacity Building

Health & Safety Education

Other:

Quality Provider Programs

Other:

Other:

Community Outreach

Other:

PROGRAM DESCRIPTION

This program utilizes the evidence-based Infants, Toddlers, and Preschoolers-Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

SERVICE AREA (LOCATIONS)

San Bernardino and Central Valley

The results will indicate the following:

- 127 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI
- 127 Families will reach a status level of at least stable on all indicators of the FDM

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u>422,374</u>
2016-2017	\$ <u>422,374</u>
2018-2019	\$ <u>422,374</u>
Total	\$ <u>1,267,122</u>

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

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/> New	Vendor Code			SC	Dept. A	Contract Number
<input type="checkbox"/> Change				903		FS071
<input type="checkbox"/> Cancel						
Organization				Dept.	Orgn.	Contractor's License No.
Children and Families Commission				903	PROG	
Commission Representative				Telephone		Total Contract Amount
Cindy Faulkner, Operations Manager				909-386-7706		\$1,267,122
Contract Type						
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
95200		July 1, 2015		June 30, 2018		\$1,267,122
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	PROG	300	3357	CFFPEY16	\$422,374
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use				Estimated Payment Total by Fiscal Year		
Strengthening Families				FY	Amount	I/D
San Bernardino				15-16	\$422,374	
Nurturing Parenting &				16-17	\$422,374	
Matrix Outcomes Model				17-18	\$422,374	
(NPP-MOM)						

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

Legal Name (hereinafter called the Contractor)

Parents Anonymous Inc.

Department/Division

Address

250 West First Street, Suite 250

Claremont, CA 91711

Phone

(909) 575-4211

Federal ID No.

23-7278097

Program Address (if different from legal address):

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

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

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

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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I. DEFINITIONS

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

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.

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

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

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

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

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

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

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

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

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

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

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (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 and by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

- 2) Have not within a three (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 \$ 1,267,122 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 2015-16	\$ <u>422,374</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>422,374</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>422,374</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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, 2015 and expires June 30, 2018, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract. _____
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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (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: Parents Anonymous Inc.
250 West First Street, Suite 250
Claremont, CA 91711

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XIII. CONCLUSION

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

PARENTS ANONYMOUS INC.

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Lisa Pion-Berlin, PhD
Printed Name

Commission Chair
Title

President & CEO
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**

Objective 1.3.b: Parents provide developmentally appropriate care



Agency Name: Parents Anonymous
Program Name: Strengthening Families San Bernardino
Service Area: Central Valley

Contract #: FS071
Fiscal Year: 2015 - 2018

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	127 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	127 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
	Objective	Activity	Dosage¹
	Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week
	Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies
	Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child
	Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance
			Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
			FDM Assessment (Every 3 months)
			ASQ-3 Completed – within 30-45 calendar days of enrollment
			Intake

Program Description:

This **Group-based** program utilizes **Parents & Their Infants, Toddlers, & Preschoolers** NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes an evidence based peer parent support group component integrated into services to support families participating in identified curriculum. Services will be provided in *San Bernardino City and surrounding communities* as approved by First 5 San Bernardino. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
Agency Signature: _____
Date Signed: _____

Data Type: Core and Aggregate
Reporting Period: Monthly **Due:** On the 15th
Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION: Parent Anonymous® Inc.	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Strengthening Families San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Services Support	FINANCE OFFICER:	RFP/CONTRACT #: 14-02 FS071

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	A	B	C	D	E	F	G	H	I	J
	Name:										
1	TBH Program Manager	0.36	40.00	740	18%	29,600	5,328	34,928	98,176	36%	Oversee, train and supervise all staff; liaison with funder; manage funds, monitor deliverables and produce reports
2	T BH Parent Partners	5.51	16.39	11460	16%	187,829	30,053	217,882	39,546	551%	Recruit, screen & deliver NPP, Parents Anonymous® Groups and FDM Case Management
3	Luisa Melendez Program Associate	0.50	18.00	1040	11%	18,720	2,059	20,779	41,558	50%	Organize program supports and data collection, distribute program materials.
Total Salaries & Benefits								\$ 273,589			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION: Parent Anonymous® Inc.	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Strengthening San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Services Support	FINANCE OFFICER:	RFP/CONTRACT #: 14-02 FS071

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Materials	1%	6,182	NPP, Parent Anonymous® and other Program related materials
2	Participant Supports/Incentives	1%	5,120	Educational materials and other incentives including related expenses for participants
3	Participant Transportation	3%	11,000	Support for participant transportation and other related expenses
4	Parent Leader Council Stipends	1%	4,800	Supports for Parent Leadersx to engage in outreach and programs and related expenses
5	Office Supplies	3%	12,000	Monthly expenses for 12 months for office itmes including various related expenses
6	Office equipment	1%	3,600	\$600 tablets, printers and related expenses
7	Rent	3%	12,000	Monthly expenses for various sites and main office and related expenses
8	Utilities	2%	7,440	Various utilities including cell, fex and general phones for 12 monthsincluding related expenses.
9	Insurance	0%	2,000	\$ 2,000 General & Professional Liability Insurance and other related expenses
	Total Services & Supplies		\$ 64,142	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food for Participants in NPP & Parents Anonymous Adult & Children Groups		\$ 11,000	
	Total Food		\$ 11,000	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION: Parent Anonymous® Inc.	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Strengthening San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Services Support	FINANCE OFFICER:	RFP/CONTRACT #: 14-02 FS071

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	TRAVEL	To Meetings, Supervision	3,430	Mileage and other related travel expenses for 12 months
	Total Travel		3,430	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1	Accounting Services		7,800	Accounting services monthly to process expenses and bill funder
2	MIS Consulting		4,320	Consulting services to manage data systems
3	Auditor		3,000	Annual fee for independent auditors
	Total Subcontractors		15,120	
VI. INDIRECT COSTS				
	Percent:	15%		Management, professional services
	Basis:	367,282		
	Total Indirect Costs		\$ 55,092	
TOTAL FIRST 5 BUDGET			\$ 422,374	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-17**

ORGANIZATION: Parent Anonymous® Inc.	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Strengthening Families San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Services Support	FINANCE OFFICER:	RFP/CONTRACT #: 14-02 FS071

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	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	TBH Program Manager	0.36	40.00	740	18%	29,600	5,328	34,928	98,176	36%	Oversee, train and supervise all staff; liaison with funder; manage funds, monitor deliverables and produce reports
2	T BH Parent Partners	5.51	16.39	11460	16%	187,829	30,053	217,882	39,546	551%	Recruit, screen & deliver NPP, Parents Anonymous® Groups and FDM Case Management
3	Luisa Melendez Program Associate	0.50	18.00	1040	11%	18,720	2,059	20,779	41,558	50%	Organize program supports and data collection, distribute program materials.
Total Salaries & Benefits								\$ 273,589			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-17**

ORGANIZATION: Parent Anonymous® Inc.	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2016-17
PROGRAM TITLE: Strengthenng Families San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Services Support	FINANCE OFFICER:	RFP/CONTRACT #: 14-02 FS071

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL FSSB BUDGET	Description/Justification:	
1 Program Materials	1%	6,182	NPP, Parent Anonymous® and other Program related materials	
2 Participant Supports/Incentives	1%	5,120	Educational materials and other incentives including related expenses for participants	
3 Participant Transportation	3%	11,000	Support for participant transportation and other related expenses	
4 Parent Leader Council Stipends	1%	4,800	Supports for Parent Leadersx to engage in outrach and programs and related expenses	
5 Office Supplies	3%	12,000	Monthly expenses for 12 months for office itmes including various related expenses	
6 Staff Development	1%	3,600	Training and other related suports for staff	
7 Rent	3%	12,000	Monthly expenses for various sites and main office and related expenses	
8 Utilities	2%	7,440	Various utilities including cell, fex and general phones for 12 monthsincluding related expenses.	
9 Insurance	0%	2,000	\$ 2,000 General & Professional Liability Insurance and other related expenses	
Total Services & Supplies		\$ 64,142		
III. FOOD				
Event(s):		TOTAL FSSB BUDGET	Description/Justification:	
1 Food for Participants in NPP & Parents Anonymous Adult & Children Groups		11,000		
Total Food		11,000		
IV. TRAVEL				



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-17

ORGANIZATION: Parent Anonymous® Inc.	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2016-17
PROGRAM TITLE: Strengtheng Families San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Services Support	FINANCE OFFICER:	RFP/CONTRACT #: 14-02 FS071

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	TRAVEL	To Meetings, Supervision	3,430	Mileage and other related travel expenses for 12 months
	Total Travel		3,430	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	Accounting Services	7,800	Accounting services monthly to process expenses and bill funder
2	MIS Consulting	4,320	Consulting services to manage data systems
3	Auditor	3,000	Annuual fee for independent auditos
	Total Subcontractors	15,120	

VI. INDIRECT COSTS

Percent:	15%		Management, professional services
Basis:	367,282		
Total Indirect Costs		\$ 55,092	

TOTAL FIRST 5 BUDGET		\$ 422,374	
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION: Parent Anonymous® Inc.	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Strengthening Families San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Support Services	FINANCE OFFICER:	RFP/CONTRACT #: 14-02 FS071

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	A	B	C	D	E	F	G	H	I	J
	Name:										
	Position:										
1	TBH Program Manager	0.36	40.00	740	18%	29,600	5,328	34,928	98,176	36%	Oversee, train and supervise all staff; liaison with funder; manage funds, monitor deliverables and produce reports
2	TBH Parent Partners	5.51	16.39	11460	16%	187,829	30,053	217,882	39,546	551%	Recruit, screen & deliver NPP, Parents Anonymous® Groups and FDM Case Management
3	Luisa Melendez Program Associate	0.50	18.00	1040	11%	18,720	2,059	20,779	41,558	50%	Organize program supports and data collection, distribute program materials.
Total Salaries & Benefits								\$ 273,589			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION: Parent Anonymous® Inc	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2017-18
PROGRAM TITLE: Strenthening Families San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Support Services	FINANCE OFFICER:	RFP/CONTRACT #: FS071

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Materials	1%	6,182	NPP, Parent Anonymous® and other Program related materials
2	Participant Supports/Incentives	1%	5,120	Educational materials and other incentives including related expenses for participants
3	Participant Transportation	3%	11,000	Support for participant transportation and other related expenses
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6	Staff Development	1%	3,600	Training and other related supports for staff
7	Rent	3%	12,000	Monthly expenses for various sites and main office and related expenses
8	Utilities	2%	7,440	Various utilities including cell, fex and general phones for 12 monthsincluding related expenses.
9	Insurance	0%	2,000	\$ 2,000 General & Professional Liability Insurance and other related expenses
	Total Services & Supplies		\$ 64,142	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food for Participants in NPP & Parents Anonymous Adult & Children Groups		11,000	
	Total Food		11,000	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION: Parent Anonymous® Inc	DIRECTOR: Dr. Lisa Pion-Berlin	PROGRAM YEAR: 2017-18
PROGRAM TITLE: Strenthening Families San Bernardino	PROGRAM DIRECTOR:	TOTAL BUDGET: \$ 422,374
INITIATIVE: Family Support Services	FINANCE OFFICER:	RFP/CONTRACT #: FS071

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	TRAVEL	To Meetings, Supervision	3,430	Mileage and other related travel expenses for 12 months
	Total Travel		3,430	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1	Accounting Services		7,800	Accounting services monthly to process expenses and bill funder
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	Total Subcontractors		15,120	
VI. INDIRECT COSTS				
	Percent:	15%		Management, professional services
	Basis:	367,282		
	Total Indirect Costs		\$ 55,092	
TOTAL FIRST 5 BUDGET			\$ 422,374	

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

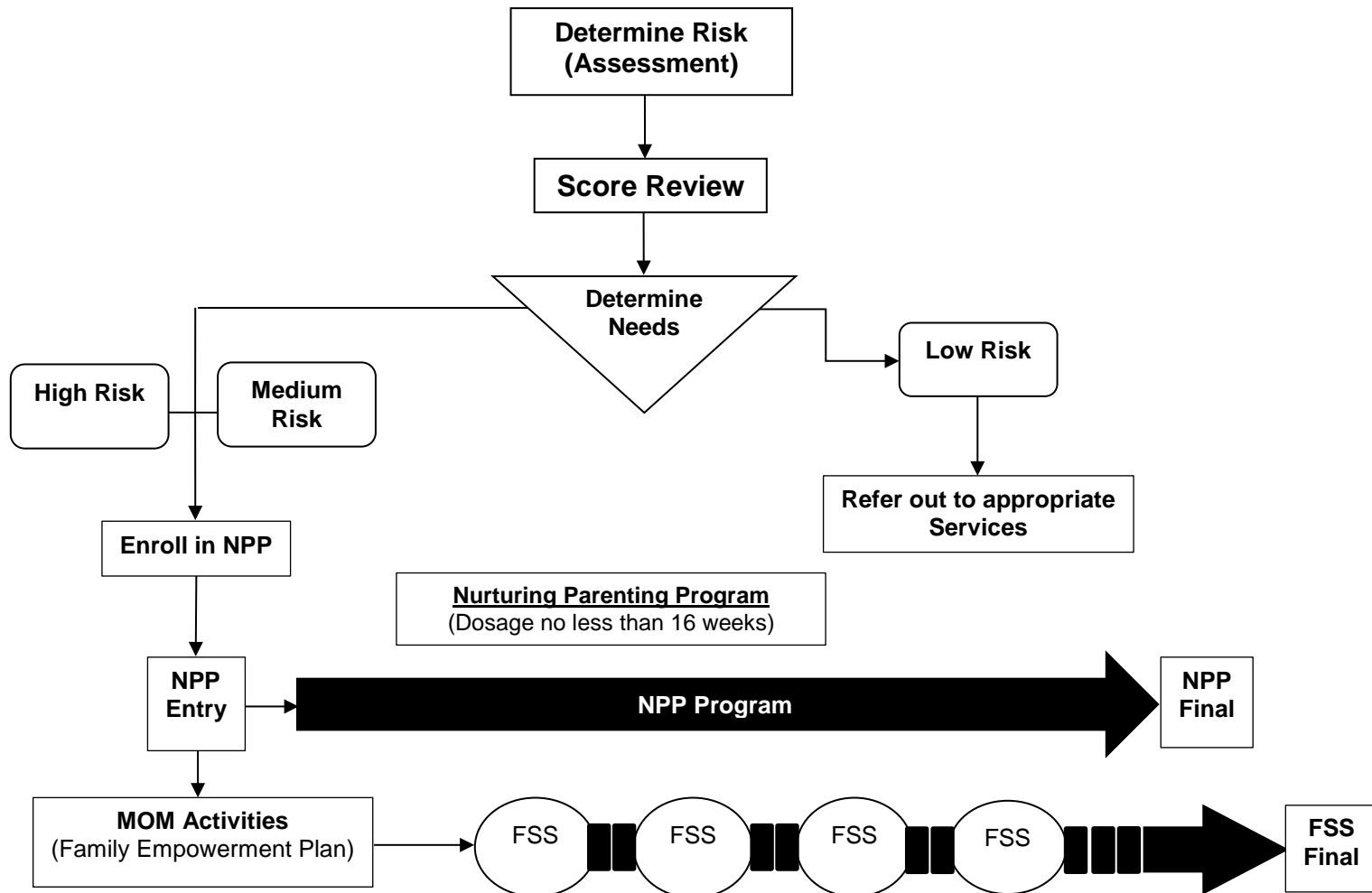
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS072

Legal Entity: Reach Out

Dept./Division: _____

Project Name: Nurturing Parenting

Address: 1126 West Foothill Boulevard, Suite 250
Upland, CA 91786

Phone #: 909.982.8641

Website: www.we-reachout.org

Fax #: 909.982.8642

Program Site Address: 1126 West Foothill Boulevard, Suite 250
Upland, CA 91786

Client Referral Phone # 909.982.8641

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Diana Fox

Title: Executive Director

Address: 1126 West Foothill Boulevard, Suite 250
Upland, CA 91786

Direct Phone #: 909.982.8641

Fax #: 909.982.8642

E-Mail: Diana@we-reachout.org

PROGRAM CONTACT

Name: Karini Periera

Title: Nurturing Parenting Program Supervisor

Address: 1126 West Foothill Boulevard, Suite 250
Upland, CA 91786

Direct Phone #: 909.982.8641

Fax #: 909.982.8642

E-Mail: karini@we-reachout.org

FISCAL CONTACT

Name: Ernie Monzon

Title: Accounting Director

Address: 1126 West Foothill Boulevard, Suite 250
Upland, CA 91786

Direct Phone #: 909.982.8641

Fax #: 909.982.8642

E-Mail: ernie@we-reachout.org

ADDITIONAL CONTACT (Describe): Program

Name: Linda Corbin, Ed.D. **Title:** Director-Youth and Family Wellness

Address: 1126 West Foothill Boulevard, Suite 250 **Direct Phone #:** 909.982.8641
Upland, CA 91786

E-Mail: linda@we-reachout.org **Fax #:** 909.982.8642

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** Describe: Choose an item.
- Government Agency** Describe: Choose an item.
- Private Entity/Institution** Describe: Choose an item.
- Community-Based** Describe: Non Profit

FIRST 5 FOCUS AREA

- Health**
- Education**
- Family**
- Systems**

STRATEGY

- Early Screening and Intervention**
- Health Care Access**
- Oral Health**
- Health & Safety Education**
- Other:** _____
- Early Education Programs**
- Access to Quality Child Care**
- Quality Provider Programs**
- Other:** _____
- Parent Education**
- Resource Center & Case Management**
- Other:** _____
- Integrated Systems Planning & Implementation**
- Countywide Information Referral Systems**
- Organizational Capacity Building**
- Community Outreach**
- Other:** _____

PROGRAM DESCRIPTION

This program utilizes the evidence-based Infants, Toddlers, and Preschoolers-Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The results will indicate the following:

- 135 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI
- 135 Families will reach a status level of at least **stable** on all indicators of the FDM

SERVICE AREA (LOCATIONS)

West End:
North Ontario, Rancho Cucamonga, Upland, Montclair, Mt. Baldy, Guasti, Lytle Creek, Etiwanda

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u>506,459</u>
2016-2017	\$ <u>505,698</u>
2017-2018	\$ <u>507,136</u>
Total	\$ <u>1,519,293</u>

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code REACHOU747		SC	Dept. 903	A	Contract Number FS072
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$1,519,293	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$1,519,293
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. CFFPEY16	Amount \$506,459
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY Amount I/D
Nurturing Parenting & Matrix Outcomes Model (NPP-MOM)			15-16	\$506,459	---	_____ _____ _____
			16-17	\$505,698	---	_____ _____ _____
			17-18	\$507,136	---	_____ _____ _____

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

Legal Name (hereinafter called the Contractor)

Reach Out

Department/Division

Address

1126 W. Foothill Blvd., Suite 250

Upland, CA 91786

Phone

(909) 982-8641

Federal ID No.

95-2642747

Program Address (if different from legal address):

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

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

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

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

I. DEFINITIONS.....3

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PROGRAM WORK PLAN.....Attachment A

PROGRAM BUDGETAttachment B

PROGRAM MODEL/FUNDING REQUIREMENTS AND EXPECTATIONSAttachment C

I. DEFINITIONS

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

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

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

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

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

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

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

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

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

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

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

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

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.

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B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (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 and by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

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

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

- 2) Have not within a three (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 \$ 1,519,293 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 2015-16	\$ <u>506,459</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>505,698</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>507,136</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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.

Initial Here

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, 2015 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: Reach Out
1126 W. Foothill Blvd., Suite 250
Upland, CA 91786

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XIII. CONCLUSION

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

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

REACH OUT

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Diana Fox
Printed Name

Commission Chair
Title

Executive Director
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**



Agency Name: Reach Out
 Program Name: Nurturing Parenting
 Service Area: West End

Contract #: FS072
 Fiscal Year: 2015 - 2018

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	135 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	135 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
Objective	Activity	Dosage¹	Verification
Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week	Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies	FDM Assessment (Every 3 months)
Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child	ASQ-3 Completed – within 30-45 calendar days of enrollment
Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance	Intake

Program Description:

This **Group-based** program utilizes *Parents & Their Infants, Toddlers, & Preschoolers, Nurturing Skills for Families or Young Parents & Their Families* NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Services will be provided in *North Ontario, Montclair, Rancho Cucamonga, Upland and surrounding communities* as approved by First 5 San Bernardino. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core and Aggregate
 Reporting Period: Monthly **Due:** On the 15th
 Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Nurturing Parenting Program	PROGRAM DIRECTOR:	Linda Corbin	TOTAL BUDGET:	\$ 506,459
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Ernesto Monzon	RFP/CONTRACT #:	14-02 FS072

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Dr. Linda Corbin	Program Director	0.10	34	208	19%	7,041	1,338	8,379	83,786	10%	The Director position (10%) oversees the Program Manager of NPP. The Director helps the Program Manager with establishing polices and procedurs for the program as well has helps with HR issues & strategic decisions.
2	Karini Pereira	Program Manager	1.00	28.85	2080	19%	60,008	11,402	71,410	71,410	100%	The Program Manager oversees the program using reflective supervision. She is responsible for the NPP team, and ensuring the fidelity of the program.
3	Gloria Lopez	Family Facilitator II (FT)	1.00	19.00	2080	19%	39,520	7,509	47,029	47,029	100%	Provides facilitation of the NPP classes and case management of all participants. Masters Degree and 2 years experience in NPP.
4	Stephanie Perez	Family Facilitator II (FT)	1.00	19.00	2080	19%	39,520	7,509	47,029	47,029	100%	Provides facilitation of the NPP classes and case management of all participants. Masters Degree and 2 years experience in NPP.
5	Tranda Drumwright	Family Facilitator II (FT)	1.00	19.00	2080	19%	39,520	7,509	47,029	47,029	100%	Provides facilitation of the NPP classes and case management of all participants. Masters Degree and 2 years experience in NPP.
6	Minerva Jimenez-Garcia	Family Facilitator I (FT)	1.00	17.50	2080	19%	36,400	6,916	43,316	43,316	100%	Provides facilitation of the NPP classes and case management of all participants. BA or BS degree.
7	Natalie Arizmendi	Family Facilitator I (PT)	0.50	17.50	1040	19%	18,200	3,458	21,658	43,316	50%	Provides facilitation of the NPP classes and case management of all participants. BA or BS degree.
8	Family Facilitator (TBH)	Family Facilitator I (PT)	0.50	17.00	1040	19%	17,680	3,359	21,039	42,078	50%	Provides facilitation of the NPP classes and case management of all participants. BA or BS degree.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Nurturing Parenting Program	PROGRAM DIRECTOR:	Linda Corbin	TOTAL BUDGET:	\$ 506,459
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Ernesto Monzon	RFP/CONTRACT #:	14-02 FS072

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		A	B	C	D	E	F	G	H	I	J
9	Vivian Haus	Lead Child Facilitator	0.75	19.00	1560	19%	29,640	5,632	35,272	47,029	75%	Provides child facilitation and parent support/provides the guidelines for all other child care facilitators. Ensures fidelity of child portion of the program.
10	Child Facilitator (TBH)	Child Facilitator I (PT)	0.50	15.00	1040	19%	15,600	2,964	18,564	37,128	50%	Provides child facilitation with fidelity.
11	Child Facilitator (TBH)	Child Facilitator I (PT)	0.50	15.00	1040	19%	15,600	2,964	18,564	37,128	50%	Provides child facilitation with fidelity.
12	Angie Watje	Program Support Specialist	1.00	17.50	2080	19%	36,400	6,916	43,316	43,316	100%	Responsible for all data collection, inputting and reporting. Provides program support and attends to all clerical functions of the program. Also serves as a back-up child facilitator.
Total Salaries & Benefits									\$ 422,603			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Reach Out	DIRECTOR: Diana Fox	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Parenting Program	PROGRAM DIRECTOR: Linda Corbin	TOTAL BUDGET: \$ 506,459
INITIATIVE: Family Support Services	FINANCE OFFICER: Ernesto Monzon	RFP/CONTRACT #: 14-02 FS072

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Curriculum	1.46%	7,400	Materials for participants for class books and baby books, dvds, coloring books, baby massage book, new facilitator books and videos, nurturing game, infant attachment and bonding books.	
2 Child Care Supplies	0.20%	1,000	First year: activities tunnels, infant travel beds, play hut crawl and play, tummy time mat/pillow, fencing for different classes to separate infants from toddlers. developmentally appropriate toys and lessons, craft supplies for classes, special occasions, celebration of birthdays, books.	
3 Incentives- Family baskets	0.30%	1,500	Baskets for families who attend the program. Approximately \$9.00 per basket (based on the time of year, and the needs of the family is what will be placed in the baskets).	
4 Transportation	0.04%	200	To be used by those participants who do not have transportation	
5 Advertising	0.20%	1,000	Professional brochure, flyers, radio adds, water district inserts, internet ads, banners.	
6 Facilitator Supplies	0.20%	1,000	About \$150 per facilitator to cover: utility wagon (\$80), pens, charts, case management journals, nurturing game.	
7 Staff Training	0.20%	1,000	NPP certification for new staff, trauma informed care training, family systems training and other staff development training.	
8 Program Office Supplies	0.20%	1,000	Case files, journals for participants, paper, labels, folders, ink cartridges, flash drives	
9 Cell Phones	0.28%	1,400	\$10/month cell phone reimbursement to program staff. Cell phones are used for staff collaboration in setting up classes, participant contact, case management situations	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Reach Out	DIRECTOR: Diana Fox	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Nurturing Parenting Program	PROGRAM DIRECTOR: Linda Corbin	TOTAL BUDGET: \$ 506,459
INITIATIVE: Family Support Services	FINANCE OFFICER: Ernesto Monzon	RFP/CONTRACT #: 14-02 FS072

10	Postage	0.14%	700	300 x \$0.54 x 6 times a year/invitations to program participants/events announcements/newsletters/postcards
11	Computers for new hires and replacements	0.59%	3,000	\$500 per computer, hardware and software, 4 new hires and 2 replacements
12	NPP Event Supplies	0.20%	1,000	Décor, crafts, games, entertainment, location rental,/ events with the participation of all Nurturing Parenting current and former graduates.
Total Services & Supplies			20,200	

III. FOOD

Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Classes	5,940	22 sessions per class x 9 classes x \$30 per class
2	NPP Events	1,000	Food for large family and NPP community events; such as holiday celebrations, toy drives, Halloween, and Hearts and Crafts (including all current and former participants.
3	Parent Peer Support	1,080	2x month x \$45 x 12 for food for parents as they work on their leadership skills and as a continuation of support with peers.
Total Food		8,020	

IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Reach Out		DIRECTOR: Diana Fox		PROGRAM YEAR: 2015-2016	
PROGRAM TITLE: Nurturing Parenting Program		PROGRAM DIRECTOR: Linda Corbin		TOTAL BUDGET: \$ 506,459	
INITIATIVE: Family Support Services		FINANCE OFFICER: Ernesto Monzon		RFP/CONTRACT #: 14-02 FS072	
1	West End Locations	Classes and meetings	6,624	12 staff driving to classes, health fairs, collaborative and any required program meetings. Calculated at the IRS federal mileage rate.	
		80 miles per month for 12 people x \$.575 federal rate			
	Total Travel		6,624		
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:	
	Total Subcontractors		-		
VI. INDIRECT COSTS					
	Percent:	12%	49,012	Cost to cover administrative cost (Executive Director, Admin staff, indirect cost pool-insurance, general office supplies, utilities, audits, and rent).	
	Basis:	Total direct cost / 1.12 = indirect cost base x 12% = indirect cost			
	Total Indirect Costs		49,012		
TOTAL FIRST 5 BUDGET			\$ 506,459		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Nurturing Parenting Program	PROGRAM DIRECTOR:	Linda Corbin	TOTAL BUDGET:	\$ 505,698
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Ernie Monzon	RFP/CONTRACT #:	14-02 FS072

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Dr. Linda Corbin	Program Director	0.10	35.00	208	19%	7,280	1,383	8,663	86,632	10%	The Director position (10%) oversees the Program Manager of NPP. The Director helps the Program Manager (PM) to establish policies and procedures for the program as well as helps with HR issues and strategic decisions.
2	Karini Pereira	Program Manager	1.00	29.72	2080	19%	61,818	11,745	73,563	73,563	100%	The PM oversees the program using reflective supervision and helps staff with professional development; responsible for NPP team and for ensuring the fidelity of the program.
2	Gloria Lopez	Family Facilitator II (FT)	1.00	19.57	2080	19%	40,706	7,734	48,440	48,440	100%	Provides facilitation of NPP classes and case management of all participants. Masters Degree and 2 years experience in NPP.
4	Stephanie Perez	Family Facilitator II (FT)	1.00	19.57	2080	19%	40,706	7,734	48,440	48,440	100%	Provides facilitation of NPP classes and case management of all participants. Masters Degree and 2 years experience in NPP.
5	Tranda Drumwright	Family Facilitator II (FT)	1.00	19.57	2080	19%	40,706	7,734	48,440	48,440	100%	Provides facilitation of NPP classes and case management of all participants. Masters Degree and 2 years experience in NPP.
6	Minerva Jimenez-Garcia	Family Facilitator I (FT)	1.00	18.02	2080	19%	37,482	7,122	44,603	44,603	100%	Provides facilitation of NPP classes and case management of all participants. BA or BS degree.
7	Natalie Arizmendi	Family Facilitator I (PT)	0.50	18.03	1040	19%	18,751	3,563	22,314	44,628	50%	Provides facilitation of NPP classes and case management of all participants. BA or BS degree.
8	Family Facilitator (TBH)	Family Facilitator I (PT)	0.50	17.51	1040	19%	18,210	3,460	21,670	43,341	50%	Provides facilitation of NPP classes and case management of all participants. BA or BS degree.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Nurturing Parenting Program	PROGRAM DIRECTOR:	Linda Corbin	TOTAL BUDGET:	\$ 505,698
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Ernie Monzon	RFP/CONTRACT #:	14-02 FS072

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		A	B	C	D	E	F	G	H	I	J
9	Vivian Haus	Lead Child Facilitator	0.75	19.57	1560	19%	30,529	5,801	36,330	48,440	75%	Provides child facilitation and parent support. Provides the guidelines for all other child care facilitators. Ensures fidelity of child portion of program.
10	Child Facilitator (TBH)	Child Facilitator I (PT)	0.50	15.45	1040	19%	16,068	3,053	19,121	38,242	50%	Provides child facilitation with fidelity.
11	Child Facilitator (TBH)	Child Facilitator I (PT)	0.50	15.45	1040	19%	16,068	3,053	19,121	38,242	50%	Provides child facilitation with fidelity.
	Angie Watje	Program Support Specialist	1.00	18.03	2080	19%	37,502	7,125	44,628	44,628	100%	Responsible for all data collection, inputting and reporting. Provides program support and attends to all clerical functions of the program. Also serves as a backup child facilitator.
Total Salaries & Benefits									\$ 435,332			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Reach Out	DIRECTOR: Diana Fox	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting Program	PROGRAM DIRECTOR: Linda Corbin	TOTAL BUDGET: \$ 505,698
INITIATIVE: Family Support Services	FINANCE OFFICER: Ernesto Monzon	RFP/CONTRACT #: 14-02 FS072

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Curriculum	1.38%	7,000	Nurturing Skills Curriculum, Infant Toddlers and Preschoolers, Young Parents and their Children. 175x40
2	Child care supplies	0.20%	1,000	Developmentally appropriate toys and lessons, craft supplies for classes, special occasions, celebration of birthdays, books
3	Incentives/family baskets	0.30%	1,500	Baskets for families who attend the program. Approximately \$9.00 per basket (based on the time of year and the needs of the family is what is placed in baskets)
4	Transportation	0.04%	200	Use for participants to attend classes and events
5	Advertising	0.20%	1,000	Professional brochure, flyers, radio ads, water district inserts, internet ads, banners.
6	Facilitator Supplies	0.20%	1,000	About \$150 per facilitator to cover: utility wagon (\$80), pens, charts, case management journals, nurturing game
7	Food	0.20%	1,000	Capacity building training, NPP training (if needed), staff development training/training on special needs
8	Program Office Supplies	0.20%	1,000	Case files, journals for participants, paper, labels, folders, ink cartridges, flash drives
9	Cell Phones	0.28%	1,400	\$10/month for facilitators cell phone . Cell phones are used for staff collaboration in setting up classes, participant contact, case management situations
10	Postage	0.14%	700	300 x \$0.54 x 8 times a /invitations to program participants/events announcements/newsletter/postcards
11	Event Supplies	0.20%	1,000	Décor, crafts, games, entertainment, location rental, 2 events with the participation of all Nurturing Parenting current and former graduates
	Total Services & Supplies		16,800	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Reach Out	DIRECTOR: Diana Fox	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting Program	PROGRAM DIRECTOR: Linda Corbin	TOTAL BUDGET: \$ 505,698
INITIATIVE: Family Support Services	FINANCE OFFICER: Ernesto Monzon	RFP/CONTRACT #: 14-02 FS072

III. FOOD			
Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Classes	6,292	22 sessions per class x 11x \$26 per class
2	NPP Events	1,000	Food for large family and NPP community events such as holiday celebrations, toy drives, Halloween, and Hearts and Crafts (including all current and former participants.)
3	Parent Peer	1,080	2x month x \$45x 12 - Food for parents as they work on their leadership skills and continuation of parent support with peers.
Total Food		8,372	
IV. TRAVEL			
Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 West End	Local classes, picking up food, going to the store for program needs,	6,624	12 staff driving to classes, health fairs, collaborative and any required program meetings
	80 miles per month for 12 people x \$.575 federal rate		
Total Travel		6,624	
V. SUBCONTRACTORS			
Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
Total Subcontractors		-	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Reach Out	DIRECTOR: Diana Fox	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Nurturing Parenting Program	PROGRAM DIRECTOR: Linda Corbin	TOTAL BUDGET: \$ 505,698
INITIATIVE: Family Support Services	FINANCE OFFICER: Ernesto Monzon	RFP/CONTRACT #: 14-02 FS072

VI. INDIRECT COSTS			
	Percent:	9%	38,570
	Basis: Total direct cost / 1.09 = indirect cost base x 9% = indirect cost		
	Total Indirect Costs		38,570
TOTAL FIRST 5 BUDGET			\$ 505,698



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Nurturing Parenting Program	PROGRAM DIRECTOR:	Linda Corbin	TOTAL BUDGET:	\$ 507,136
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Ernesto Monzon	RFP/CONTRACT #:	14-02 FS072

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Dr. Linda Corbin	Program Director	0.10	36.07	208	19%	7,503	1,425	8,928	89,280	10%	The Director oversees the Program Manager of NPP. The Director helps the PM with establishing policies and procedures for the program as well as helps with HR issues and strategic decisions.
2	Karini Pereira	Program Manager	1.00	30.60	2080	19%	63,648	12,093	75,741	75,741	100%	The Program Manager oversees the program and is responsible for the NPP team. PM provides reflective supervision and ensures the fidelity of the program.
3	Gloria Lopez	Family Facilitator II (FT)	1.00	20.16	2080	19%	41,933	7,967	49,900	49,900	100%	Provides facilitation of NPP classes and case management of all participants. Masters Degree and 2 years experience.
4	Stephanie Perez	Family Facilitator II (FT)	1.00	20.16	2080	19%	41,933	7,967	49,900	49,900	100%	Provides facilitation of NPP classes and case management of all participants. Masters Degree and 2 years experience.
5	Tranda Drumwright	Family Facilitator II (FT)	1.00	20.16	2080	19%	41,933	7,967	49,900	49,900	100%	Provides facilitation of NPP classes and case management of all participants. Masters Degree and 2 years experience.
6	Minerva Jimenez-Garcia	Family Facilitator I (FT)	1.00	19.10	2080	19%	39,728	7,548	47,276	47,276	100%	Provides facilitation of NPP classes and case management of all participants. BA or BS.
7	Natalie Arizmendi	Family Facilitator I (PT)	0.50	18.57	1040	19%	19,313	3,669	22,982	45,964	50%	Provides facilitation of NPP classes and case management of all participants. BA or BS.
8	Family Facilitator (TBH)	Family Facilitator I (PT)	0.50	18.03	1040	19%	18,751	3,563	22,314	44,628	50%	Provides facilitation of NPP classes and case management of all participants. BA or BS.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Nurturing Parenting Program	PROGRAM DIRECTOR:	Linda Corbin	TOTAL BUDGET:	\$ 507,136
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Ernesto Monzon	RFP/CONTRACT #:	14-02 FS072

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		A	B	C	D	E	F	G	H	I	J
9	Vivian Haus	Lead Child Facilitator	0.75	20.26	1560	19%	31,606	6,005	37,611	50,148	75%	Provides child facilitation and parent support/provides the guidelines for all other child care facilitators. Ensures fidelity of child care portion of the program.
10	Child Facilitator (TBH)	Child Facilitator I (PT)	0.50	15.91	1040	19%	16,546	3,144	19,690	39,380	50%	Provides child facilitation with fidelity.
11	Child Facilitator (TBH)	Child Facilitator I (PT)	0.50	15.91	1040	19%	16,546	3,144	19,690	39,380	50%	Provides child facilitation with fidelity.
12	Angie Watje	Program Support Specialist	1.00	18.57	2080	19%	38,626	7,339	45,964	45,964	100%	Responsible for all data collection, inputting, and reporting. Provides program support and attends to all clerical function of the program. Also serves as a back up child facilitator.
Total Salaries & Benefits									\$	449,897		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Reach Out	DIRECTOR: Diana Fox	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting Program	PROGRAM DIRECTOR: Linda Corbin	TOTAL BUDGET: \$ 507,136
INITIATIVE: Family Support Services	FINANCE OFFICER: Ernesto Monzon	RFP/CONTRACT #: 14-02 FS072

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Curriculum	0.52%	2,625	175 people x \$15 - For parent and child books (Infant Attachment and Bonding books) coloring books, baby massage books.
2	Child Care Supplies	0.16%	800	Crafts, materials for projects, baby wipes, age appropriate materials.
3	Incentives-Family baskets	0.39%	2,000	Baskets for families who attend the program. Approximately \$11.00 per basket (based on the time of year and the needs of the family is what will be placed in the baskets)
4	Transportation	0.04%	200	Transportation for participants who cannot drive
5	Advertising	0.10%	500	Flyers, brochures, online marketing
6	Facilitator Supplies	0.10%	500	Journals, personal supplies for class
7	Staff Training	0.14%	700	Staff development training or any NPP training that is needed/any new trend that arises in participants that might require training.
8	Program Office Supplies	0.10%	500	Case files, journals for participants, paper, labels, folders, ink cartridges, flash drives
9	Cell Phones	0.24%	1,200	\$10/month cell phone reimbursement to program. Staff cellphones are used for staff collaboration in setting up classes, participant contact, case management situations.
10	Postage	0.10%	500	300 mailings x \$0.54 x 8 times a year/invitations to program participants/events announcements/newsletter/postcards
11	Nurturing Parenting Event Supplies	0.20%	1,000	Décor, crafts, games, entertainment, location rental, 2 events with the participation of all Nurturing Parenting current and former graduates.
	Total Services & Supplies		10,525	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Reach Out	DIRECTOR: Diana Fox	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting Program	PROGRAM DIRECTOR: Linda Corbin	TOTAL BUDGET: \$ 507,136
INITIATIVE: Family Support Services	FINANCE OFFICER: Ernesto Monzon	RFP/CONTRACT #: 14-02 FS072

III. FOOD			
	Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1	Classes	3,960	22 sessions per class x 9 classes x \$20 per class
2	NPP Family Events	525	Food for large family and community NPP events such as holiday celebration, toy drive, Halloween, and Hearts and Crafts (including all former and current participants).
3	NPP Parent Peer Support	630	2x month x \$45 x 12 - Food for parents as they work on their leadership skills and as a continuation of support with peers.
	Total Food	5,115	

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	West end locations	Local classes and meetings	6,624	14 staff driving to classes, health fairs, collaborative and any required program meetings. Calculated at the IRS federal mileage rate
		80 miles per month x 12 people x \$.575 federal rate		
	Total Travel		6,624	

V. SUBCONTRACTORS			
	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
	Total Subcontractors	-	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Reach Out	DIRECTOR: Diana Fox	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Nurturing Parenting Program	PROGRAM DIRECTOR: Linda Corbin	TOTAL BUDGET: \$ 507,136
INITIATIVE: Family Support Services	FINANCE OFFICER: Ernesto Monzon	RFP/CONTRACT #: 14-02 FS072

VI.	INDIRECT COSTS		
	Percent:	8%	34,975
	Basis:	Total direct cost / 1.08 = indirect cost base x 8% = indirect cost	
	Total Indirect Costs		34,975
TOTAL FIRST 5 BUDGET			\$ 507,136

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

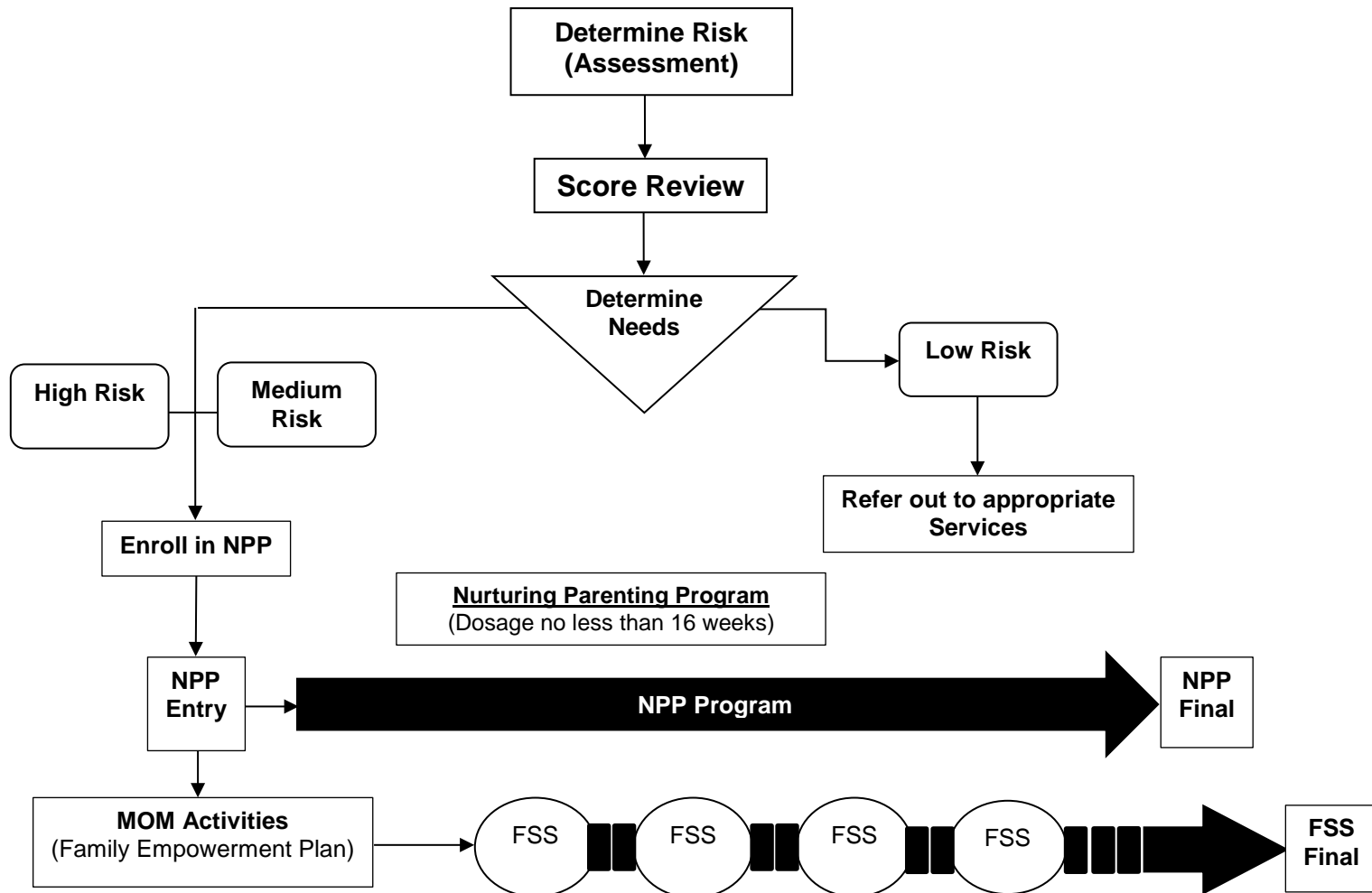
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS073

Legal Entity: St. Joseph Health, St. Mary

Dept./Division: Community Health

Project Name: Bridges For Families

Address: 18300 Highway 18
Apple Valley, CA 92307

Phone #: 760-946-4241

Website: www.stmaryapplevalley.com

Fax #: 760-946-8875

Program Site Address: 18300 Highway 18
Apple Valley, CA 92307
(see attached for additional sites)

Client Referral Phone # 760-946-4241

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Kelly M. Linden

Title: Executive Vice Pres./COO

Address: 18300 Highway 18
Apple Valley, CA 92307

Direct Phone #: 760-242-2311 x5033

Fax #: 760-946-8875

E-Mail: LaurieL.Roberts@stjoe.org

PROGRAM CONTACT

Name: Ernelyn J. Navarro, DM, LCSW

Title: Manager

Address: 18300 Highway 18
Apple Valley, CA 92307

Direct Phone #: 760-242-2311 x8235

Fax #: 760-946-8875

E-Mail: Ernelyn.Navarro@stjoe.org

FISCAL CONTACT

Name: Rosa Ramirez, MSW

Title: Manager, Grant Program

Address: 18300 Highway 18
Apple Valley, CA 92307

Direct Phone #: 760-242-2311, x8145

Fax #: 760-242-9750

E-Mail: Rosa.Ramirez@stjoe.org

ADDITIONAL CONTACT (Describe): Program

Name: Sienna Melendez **Title:** Special Projects Coordinator
Address: 18300 Highway 18 **Direct Phone #:** 760-242-2311 x8231
Apple Valley, CA 92307
E-Mail: Sienna.Melendez@stjoe.org **Fax #:** 760-946-8875

ADDITIONAL CONTACT (Describe): Program

Laurie L. Roberts, MSN, CNM **Title:** Department Director
Address: 18300 Highway 18 **Direct Phone #:** 760-242-2311 x8425
Apple Valley, CA 92307
E-Mail: LaurieL.Roberts@stjoe.org **Fax #:** 760-946-8875

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** Describe: Choose an item.
- Government Agency** Describe: Choose an item.
- Private Entity/Institution** Describe: Non Profit
- Community-Based** Describe: Choose an item.

FIRST 5 FOCUS AREA

- Health**
- Education**
- Family**
- Systems**

STRATEGY

- Early Screening and Intervention**
- Health Care Access**
- Oral Health**
- Early Education Programs**
- Access to Quality Child Care**
- Parent Education**
- Resource Center & Case Management**
- Integrated Systems Planning & Implementation**
- Countywide Information Referral Systems**
- Organizational Capacity Building**

- Health & Safety Education**
- Other:** _____
- Quality Provider Programs**
- Other:** _____
- Other:** _____
- Community Outreach**
- Other:** _____

PROGRAM DESCRIPTION

This program utilizes the evidence-based Prenatal Families and Infants, Toddlers, and Preschoolers-Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The results will indicate the following:

- 105 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI

- 105 Families will reach a status level of at least **stable** on all indicators of the FDM

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u>296,502</u>
2016-2017	\$ <u>301,940</u>
2017-2018	\$ <u>310,427</u>
Total	\$ <u>908,869</u>

SERVICE AREA LOCATIONS

High Desert Region:
Adelanto, Apple Valley, Victorville,
Hesperia



Agency Name: St. Joseph Health – St. Mary
Program Name: Bridges For Families
Contract #: FS073
Fiscal Year: 2015-2018

NAME OF SITE, SITE ADDRESS, PHONE NUMBER & CONTACT NAME
Community Health Center—Apple Valley 18077 Highway 18, Suite 100 Apple Valley, CA 92307 Ernelyn Navarro
Community Health Center--Adelanto 11424 Chamberlain, Suite 8 & 9 Adelanto, CA 92301 Denise Nunez, MSW

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

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/> New	Vendor Code STMARYS489		SC	Dept. 903	A	Contract Number FS073
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$908,869	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$908,869
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. CFFPEY16	Amount \$296,502
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Bridges For Families			FY	Estimated Payment Total by Fiscal Year		
Nurturing Parenting & Matrix Outcomes Model			15-16	Amount	I/D	
(NPP-MOM)			16-17	\$296,502		
			17-18	\$301,940		
				\$310,427		

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

Legal Name (hereinafter called the Contractor)

St. Joseph Health, St. Mary

Department/Division

Community Health

Address

18300 Highway 18

Apple Valley, CA 92307

Phone

(760) 242-2311, X5033

Federal ID No.

95-1914489

Program Address (if different from legal address):

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

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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PROGRAM MODEL/FUNDING REQUIREMENTS AND EXPECTATIONSAttachment C

I. DEFINITIONS

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

Adult-Adolescent Parent Inventory (AAPI): An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

Affordable Care Act (ACA): Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

Ages and Stages Questionnaire (ASQ-3): A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family's eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

Carryover Clients: A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Demonstrated Outcomes: Data supported evidence that indicators addressed through the program demonstrate marked improvement.

Dental Home: ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

Dental Screening: A visual assessment of the child's oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child's mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

Desired Results Development Profile (DRDP): An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Dosage: The frequency and level of exposure to services offered to the participant.

Evidence-Based: Refers to the use of research and scientific studies as a base for determining best practices.

Family Development Matrix (FDM): Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

Family Empowerment Plan: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

Inland Empire Autism Assessment Center of Excellence (AACE): AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

Outcome: The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

Overweight: Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

Parenting Education: Programs that improve knowledge and increase positive parenting skills.

Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

Participant: A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

Quality Child Care: Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

Researched Based: See evidence-based: Using research as the basis for determining best practices.

Reasonable Rate of Success: Total number of program participants expected to successfully complete the program meeting the outcome targets.

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development.

Subcontractor: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

Verification: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (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 and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

X. Attorney's Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

Initial Here

▪ 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

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

FF. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

- 2) Have not within a three (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 \$ 908,869 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 2015-16	\$ <u>296,502</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>301,940</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>310,427</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

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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, 2015 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: St. Joseph Health, St. Mary (St. Mary Medical Center)
18300 Highway 18
Apple Valley, CA 92307

Commission: First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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 firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

continued on next page

XIII. CONCLUSION

- A. This Contract, consisting of 23 pages and Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

ST. JOSEPH HEALTH, ST. MARY
(ST. MARY MEDICAL CENTER)

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Kelly M. Linden
Printed Name

Executive Vice President/Chief Operating
Officer
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**



Agency Name: St. Joseph Health, St. Mary
 Program Name: Bridges for Families
 Service Area: High Desert Region

Contract #: FS073
 Fiscal Year: 2015 - 2018

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	105 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	105 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
Objective	Activity	Dosage¹	Verification
Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week <i>(potential gap in weeks NPP sessions due to birth of baby)</i>	Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies	FDM Assessment (Every 3 months)
Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child	ASQ-3 Completed – within 30-45 calendar days of enrollment
Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance	Intake

Program Description:

This **Group-based** program utilizes **Prenatal Families** and **Parents & Their Infants, Toddlers, & Preschoolers** NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Services will be provided in *Apple Valley, Hesperia, Adelanto and surrounding communities* as approved by First 5 San Bernardino. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core and Aggregate
 Reporting Period: Monthly **Due:** On the 15th
 Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	St. Joseph, St. Mary	DIRECTOR:	Laurie L. Roberts	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Bridges for Families	PROGRAM DIRECTOR:	Ernelyn Navarro	TOTAL BUDGET:	\$ 296,502
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Rosa Ramirez	RFP/CONTRACT #:	14-02 FS073

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Ernelyn Navarro	Project Manager	0.25	\$53.15	520	15%	27,638	4,146	31,784	127,135	25%	This person provides project management, and is qualified to provide clinical supervision of project counseling and case management staff, liaison with First 5 and work directly with families providing case management services
2	TBD, MSW	Family Empowerment Counselor	0.25	27.38	520	15%	14,238	2,136	16,373	65,493	25%	This person provides case management and motivational counseling to participants. They will administer the assessments, reinforce learnings from NPP courses, address obstacles to providing safe home environment free of abuse
3	Amanda Stephens, MSW	Family Empowerment Counselor	1.00	30.22	2080	15%	62,858	9,429	72,286	72,286	100%	This person provides case management and motivational counseling to participants. They will administer the assessments, reinforce learnings from NPP courses, address obstacles to providing safe home environment free of abuse
4	Dioselina Enciso	NPP Educator/Outreach Specialist	1.00	18.5	2080	15%	38,480	5,772	44,252	44,252	100%	This is a bilingual staff person who will conduct the NPP classes , assist with ASQ screenings, engage community partners through outreach to recruit participants



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	St. Joseph, St. Mary	DIRECTOR:	Laurie L. Roberts	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	Bridges for Families	PROGRAM DIRECTOR:	Ernelyn Navarro	TOTAL BUDGET:	\$ 296,502
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Rosa Ramirez	RFP/CONTRACT #:	14-02 FS073

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	A	B	C	D	E	F	G	H	I	J
5	Marcela Rede NPP Educator/Outreach Specialist	1.00	18.5	2080	15%	38,480	5,772	44,252	44,252	100%	This is a bilingual staff person who will conduct the NPP classes , assist with ASQ screenings, engage community partners through outreach to recruit participants
6	Sienna Melendez Data Entry/Adminstrative Asst	0.50	19.09	1040	15%	19,854	2,978	22,832	45,663	50%	This person will provide program support including scheduling of classes, participant registration, data collection, data entry and assist with fiscal reports and preparation of invoices.
7	TBD, BSW NPP Educator/Outreach Specialist	0.50	18.5	1040	15%	19,240	2,886	22,126	44,252	50%	This person will be trained in NPP curriculum and will function as a "back-up" instructor, will coordinate Parent Peer program, provide client navigation services, and maintain frequent contact with participants to promote attendance at NPP sessions
Total Salaries & Benefits								\$ 253,905			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: St. Joseph, St. Mary	DIRECTOR: Laurie L. Roberts	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Bridges for Families	PROGRAM DIRECTOR: Ernelyn Navarro	TOTAL BUDGET: \$ 296,502
INITIATIVE: Family Support Services	FINANCE OFFICER: Rosa Ramirez	RFP/CONTRACT #: 14-02 FS073

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Educational Materials - Nurturing Parent Program	2%	6,797	This includes purchase of Prenatal and Community Based Curriculum as well as complementary program materials such as Prenatal Program Parent Handbooks and other learning materials.
2	Participant Incentives	1%	2,500	Age appropriate developmental toys, activity mats, and any specific client needs identified in the course of their participation. Participant Incentives (\$25/participant X 100 participants).
	Total Services & Supplies		9,297	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food/Refreshments at NPP sessions		1,920	Nutritional snacks for each class session budgeted at \$20/session X 16 sessions X 6 series
	Total Food		1,920	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Class Sessions	Participant bus tickets/vouchers to/from classes	2,800	Daily Bus passes to be offered to participants with transportation obstacles. These are budgeted at \$3.50 per day X 50 participants X 16 classes.
2	Class Sessions	Staff Mileage to locations where classes offered	1,189	Delivery of course curriculum
3	Partership Sites	Community Outreach Activiites/Program Coordination	2,000	Outreach staff to visit referral partners, recruit participants at various community sites
	Total Travel		5,989	
V. SUBCONTRACTORS				



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: St. Joseph, St. Mary	DIRECTOR: Laurie L. Roberts	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Bridges for Families	PROGRAM DIRECTOR: Ernelyn Navarro	TOTAL BUDGET: \$ 296,502
INITIATIVE: Family Support Services	FINANCE OFFICER: Rosa Ramirez	RFP/CONTRACT #: 14-02 FS073

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	NONE		
	Total Subcontractors	-	
VI.	INDIRECT COSTS		
	Percent: 10% of \$253,080 salaries/benefits	25,391	
	Basis: Administrative overhead costs for supporting staff including payroll, facility space, operations, etc		
	Total Indirect Costs	25,391	
TOTAL FIRST 5 BUDGET		\$ 296,502	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016/2017**

ORGANIZATION: St. Joseph, St. Mary	DIRECTOR: Laurie L. Roberts	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Bridges for Families	PROGRAM DIRECTOR: Ernelyn Navarro	TOTAL BUDGET: \$ 301,940
INITIATIVE: Family Support Services	FINANCE OFFICER: Rosa Ramirez	RFP/CONTRACT #: 14-02 FS073

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	A	B	C	D	E	F	G	H	I	J
	Name:	Position:									
1	Ernelyn Navarro	0.25	\$54.74	520	15%	28,465	4,270	32,735	130,938	25%	This person provides project management, and is qualified to provide clinical supervision of project counseling and case management staff, liaison with First 5 and work directly with families providing case management services
2	TBD, MSW	0.25	28.2	520	15%	14,664	2,200	16,864	67,454	25%	This person provides case management and motivational counseling to participants. They will administer the assessments, reinforce learnings from NPP courses, address obstacles to providing safe home environment free of abuse
3	Amanda Stephens, MSW	1.00	30.9	2080	15%	64,272	9,641	73,913	73,913	100%	This person provides case management and motivational counseling to participants. They will administer the assessments, reinforce learnings from NPP courses, address obstacles to providing safe home environment free of abuse
4	Dioselina Enciso	1.00	19	2080	15%	39,520	5,928	45,448	45,448	100%	This is a bilingual staff person who will conduct the NPP curriculum, assist with ASQ screenings, engage community partners through outreach to recruit participants



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016/2017**

ORGANIZATION: St. Joseph, St. Mary	DIRECTOR: Laurie L. Roberts	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Bridges for Families	PROGRAM DIRECTOR: Ernelyn Navarro	TOTAL BUDGET: \$ 301,940
INITIATIVE: Family Support Services	FINANCE OFFICER: Rosa Ramirez	RFP/CONTRACT #: 14-02 FS073

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	A	B	C	D	E	F	G	H	I	J
5	Marcela Rede NPP Educator/Outreach	1.00	19	2080	15%	39,520	5,928	45,448	45,448	100%	This is a bilingual staff person who will conduct the NPP curriculum , assist with ASQ screenings, engage community partners through outreach to recruit participants
6	Sienna Melendez Data Entry/Administrative Assistant	0.50	19.66	1040	15%	20,446	3,067	23,513	47,027	50%	This person will provide program support including scheduling of classes, participant registration, data collection, data entry and assist with fiscal reports and preparation of invoices.
7	TBD, BSW NPP Educator/Outreach	0.50	19	1040	15%	19,760	2,964	22,724	45,448	50%	This person will be trained in NPP curriculum and will function as a "back-up" instructor, will coordinate Parent Peer program, provide client navigation services, and maintain frequent contact with participants to promote attendance at NPP sessions
Total Salaries & Benefits								\$ 260,644			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: St. Joseph, St. Mary	DIRECTOR: Laurie Roberts	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Bridges for Families	PROGRAM DIRECTOR: Ernelyn Navarro	TOTAL BUDGET: \$ 301,940
INITIATIVE: Family Support Services	FINANCE OFFICER: Rosa Ramirez	RFP/CONTRACT #: 14-02 FS073

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Educational Materials - Nurturing Parent Program	1%	4,512	This includes purchase of Prenatal and Community Based Curriculum as well as complementary program materials such as Prenatal Program Parent Handbooks and other learning materials.
2	Participant Incentives	1%	2,800	Age appropriate developmental toys, activity mats, and any specific client needs identified in the course of their participation. Participant Incentives (\$25/participant X 100 participants).
Total Services & Supplies			7,312	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food/Refereshments at NPP sessions		1,920	Nutritional snacks for each class session budgeted at \$20/session X 16 sessions X 6 series
Total Food			1,920	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Class Sessions	Participant bus tickets/vouchers to/from classes	2,800	Daily Bus passes to be offered to participants with transportation obstacles. These are budgeted at \$3.50 per day X 50 participants X 16 classes.
2	Class Sessions	Staff Mileage to locations where classes offered	1,200	Delivery of course curriculum
3	Partership Sites	Community Outreach Activiites/Program Coordination	2,000	Outreach staff to visit referral partners, recurit participants at various community sites
Total Travel			6,000	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

ORGANIZATION: St. Joseph, St. Mary		DIRECTOR: Laurie Roberts		PROGRAM YEAR: 2016-2017	
PROGRAM TITLE: Bridges for Families		PROGRAM DIRECTOR: Ernelyn Navarro		TOTAL BUDGET: \$ 301,940	
INITIATIVE: Family Support Services		FINANCE OFFICER: Rosa Ramirez		RFP/CONTRACT #: 14-02 FS073	
1	NONE				
	Total Subcontractors		-		
VI.	INDIRECT COSTS				
	Percent:	10%		26,064	
	Basis:	Administrative overhead costs for supporting staff including payroll, facility space, operations, etc			
	Total Indirect Costs			26,064	
TOTAL FIRST 5 BUDGET				\$ 301,940	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017/2018**

ORGANIZATION:	St. Joseph, St. Mary	DIRECTOR:	Laurie L. Roberts	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Bridges for Families	PROGRAM DIRECTOR:	Ernelyn Navarro	TOTAL BUDGET:	\$ 310,427
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Rosa Ramirez	RFP/CONTRACT #:	14-02 FS073

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	A	B	C	D	E	F	G	H	I	J
	Name:	Position:									
1	Ernelyn Navarro	0.25	\$56.38	520	15%	29,318	4,398	33,715	134,861	25%	This person provides project management, and is qualified to provide clinical supervision of project counseling and case management staff, liaison with First 5 and work directly with families providing case management services
2	TBD, MSW	0.25	29.04	520	15%	15,101	2,265	17,366	69,464	25%	This person provides case management and motivational counseling to participants. They will administer the assessments, reinforce learnings from NPP courses, address obstacles to providing safe home environment free of abuse
3	Amanda Stephens, MSW	1.00	31.79	2080	15%	66,123	9,918	76,042	76,042	100%	This person provides case management and motivational counseling to participants. They will administer the assessments, reinforce learnings from NPP courses, address obstacles to providing safe home environment free of abuse
4	Dioselina Enciso	1.00	19.57	2080	15%	40,706	6,106	46,811	46,811	100%	This is a bilingual staff person who will conduct the NPP curriculum, assist with ASQ screenings, engage community partners through outreach to recruit participants



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017/2018**

ORGANIZATION: St. Joseph, St. Mary	DIRECTOR: Laurie L. Roberts	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Bridges for Families	PROGRAM DIRECTOR: Ernelyn Navarro	TOTAL BUDGET: \$ 310,427
INITIATIVE: Family Support Services	FINANCE OFFICER: Rosa Ramirez	RFP/CONTRACT #: 14-02 FS073

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		A	B	C	D	E	F	G	H	I	J
5	Marcela Rede	NPP Educator/Outreach	1.00	19.57	2080	15%	40,706	6,106	46,811	46,811	100%	This is a bilingual staff person who will conduct the NPP curriculum , assist with ASQ screenings, engage community partners through outreach to recruit participants
6	Sienna Melendez	Data Entry/Administrative Assistant	0.50	20.25	1040	15%	21,060	3,159	24,219	48,438	50%	This person will provide program support including scheduling of classes, participant registration, data collection, data entry and assist with fiscal reports and preparation of invoices.
7	TBD, BSW	NPP Educator/Outreach	0.50	19.57	1040	15%	20,353	3,053	23,406	46,811	50%	This person will be trained in NPP curriculum and will function as a "back-up" instructor, will coordinate Parent Peer program, provide client navigation services, and maintain frequent contact with participants to promote attendance at NPP sessions
Total Salaries & Benefits									\$ 268,370			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: St. Joseph, St. Mary	DIRECTOR: Laurie Roberts	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Bridges for Families	PROGRAM DIRECTOR: Ernelyn Navarro	TOTAL BUDGET: \$ 310,427
INITIATIVE: Family Support Services	FINANCE OFFICER: Rosa Ramirez	RFP/CONTRACT #: 14-02 FS073

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Educational Materials - Nurturing Parent Program	1%	4,503	This includes purchase of Prenatal and Community Based Curricullums as well as complementary program materials such as Prenatal Program Parent Handbooks and other learning materials.
2	Participant Incentives	1%	2,800	Age appropriate developmental toys, activity mats, and any specific client needs identified in the course of their participation. Participant Incentives (\$25/participant X 100 participants).
Total Services & Supplies			7,303	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food/Refreshments at NPP sessions		1,920	Nutritional snacks for each class session budgeted at \$20/session X 16 sessions X 6 series
Total Food			1,920	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Class Sessions	Participant bus tickets/vouchers to/from classes	2,800	Daily Bus passes to be offered to participants with transportation obstacles. These are budgeted at \$3.50 per day X 50 participants X 16 classes.
2	Class Sessions	Staff Mileage to locations where classes offered	1,197	Delivery of course curriculum
3	Partership Sites	Community Outreach Activiites/Program Coordination	2,000	Outreach staff to visit referral partners, recurit participants at various community sites
Total Travel			5,997	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: St. Joseph, St. Mary	DIRECTOR: Laurie Roberts	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Bridges for Families	PROGRAM DIRECTOR: Ernelyn Navarro	TOTAL BUDGET: \$ 310,427
INITIATIVE: Family Support Services	FINANCE OFFICER: Rosa Ramirez	RFP/CONTRACT #: 14-02 FS073

V. SUBCONTRACTORS			
	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	NONE		
Total Subcontractors		-	
VI. INDIRECT COSTS			
	Percent: 10%	26,837	
	Basis: Administrative overhead costs for supporting staff including payroll, facility space, operations, etc		
Total Indirect Costs		26,837	
TOTAL FIRST 5 BUDGET		\$ 310,427	

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

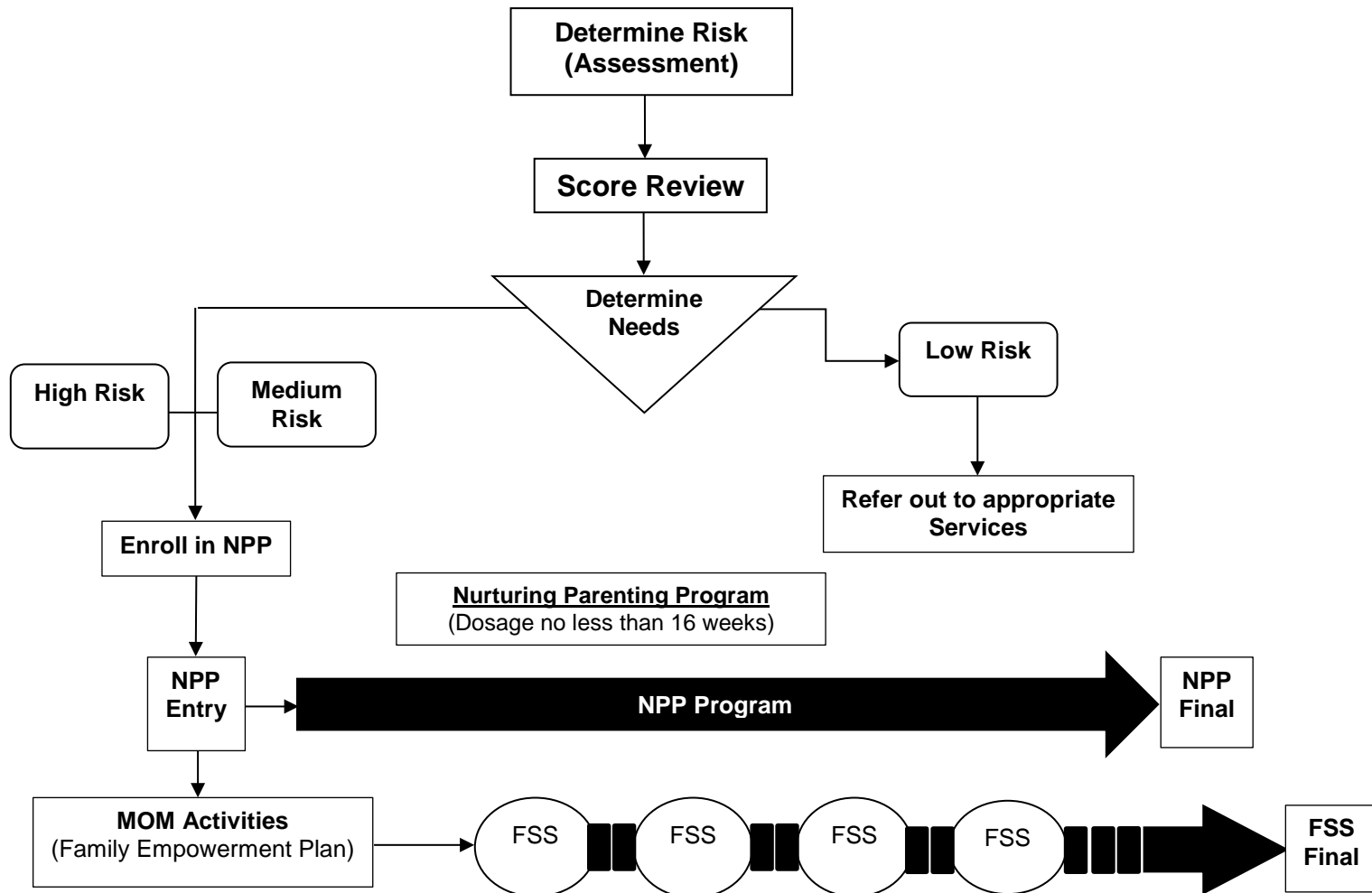
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS074

Legal Entity: Walden Environment-DBA Walden Family Services

Dept./Division: _____

Project Name: F.A.M.I.L.Y (Fathers and Mothers Inspired Loving and Young)

Address: 3576 Arlington Avenue
Riverside, CA 92506-3945

Phone #: 951.788.5905

Website: www.waldenfamily.org

Fax #: 951.788.5903

Program Site Address: Walden Family Services-San Bernardino
255 North D Street, Suite 412
San Bernardino, CA, 92401

Client Referral Phone # 909.264.6742

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Sue Evans, MS

Title: Chief Operation Officer

Address: 6150 Mission Gorge Road, Ste. 210
San Diego, CA 92120

Direct Phone #: 951.204.8299

Fax #: 951.788.5903

E-Mail: sueevans@waldenfamily.org

PROGRAM CONTACT

Name: Sue Evans, MS

Title: Senior Director of Operations

Address: 3576 Arlington Avenue
Riverside, CA 92506-3945

Direct Phone #: 951.204.8299

Fax #: 951.788.5903

E-Mail: sueevans@waldenfamily.org

FISCAL CONTACT

Name: Sue Garcia

Title: Controller

Address: 6150 Mission Gorge Road, Suite 210
San Diego, CA 92120

Direct Phone #: 619-727-5884

Fax #: 619.584.5757

E-Mail: sgarcia@waldenfamily.org

ADDITIONAL CONTACT (Describe): Program

Name: Tobi Long

Title: Program Supervisor

Address: 255 North D Street, Suite 412
San Bernardino, CA 92401

Direct Phone #: 909.708.4168

Fax #: 909.888.6424

E-Mail: tlong@waldenfamily.org

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** Describe: Choose an item.
- Government Agency** Describe: Choose an item.
- Private Entity/Institution** Describe: Non Profit
- Community-Based** Describe: Choose an item.

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|---|--|---|
| <input type="checkbox"/> Health | <input type="checkbox"/> Early Screening and Intervention | <input type="checkbox"/> Health & Safety Education |
| | <input type="checkbox"/> Health Care Access | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Oral Health | <hr/> |
| <input type="checkbox"/> Education | <input type="checkbox"/> Early Education Programs | <input type="checkbox"/> Quality Provider Programs |
| | <input type="checkbox"/> Access to Quality Child Care | <input type="checkbox"/> Other: |
| | | <hr/> |
| <input checked="" type="checkbox"/> Family | <input checked="" type="checkbox"/> Parent Education | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Resource Center & Case Management | <hr/> |
| <input type="checkbox"/> Systems | <input type="checkbox"/> Integrated Systems Planning & Implementation | <input type="checkbox"/> Community Outreach |
| | <input type="checkbox"/> Countywide Information Referral Systems | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Organizational Capacity Building | <hr/> |

SERVICE AREA (LOCATIONS)

Countywide

PROGRAM DESCRIPTION

This program utilizes the evidence-based *Nurturing Parenting Program for Young Parents and Their Families* as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family's needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The results will indicate the following:

- 100 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI
- 100 Families will reach a status level of at least **stable** on all indicators of the FDM

COMMISSION LEVEL OUTCOMES

- 1.3a Children are free from abuse and neglect
- 1.3b Parents provide developmentally appropriate care
- 1.3c Families are resilient

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ <u>362,433</u>
2016-2017	\$ <u>362,433</u>
2017-2018	\$ <u>362,433</u>
Total	\$ <u>1,087,299</u>

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

FOR COMMISSION USE ONLY									
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code WALDENF033			SC	Dept. 903	A	Contract Number FS074		
Organization Children and Families Commission				Dept. 903	Orgn. PROG	Contractor's License No.			
Commission Representative Cindy Faulkner, Operations Manager				Telephone 909-386-7706		Total Contract Amount \$1,087,299			
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$1,087,299	Amendment Amount		
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. CFFPEY16	Amount \$362,433			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Abbreviated Use F.A.M.I.L.Y				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
Fathers and Mothers				15-16	\$362,433	---	---	---	---
Inspired Loving and Young				16-17	\$362,433	---	---	---	---
Nurturing Parenting & Matrix				17-18	\$362,433	---	---	---	---
Outcomes Model (NPP-MOM)									

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

Walden Environment DBA Walden Family Services

Department/Division

Address

6150 Mission Gorge Road, Suite 210

San Diego, CA 92120

Phone

(951) 204-8299

Federal ID No.

94-2358632

Program Address (if different from legal address):

255 North D Street, Suite 412

San Bernardino, CA 92401

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

- I. DEFINITIONS.....3
- II. CONTRACTOR'S SERVICE RESPONSIBILITIES.....7
- III. CONTRACTOR'S GENERAL RESPONSIBILITIES.....7
- IV. COMMISSION RESPONSIBILITIES.....16
- V. FISCAL PROVISIONS16
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- PROGRAM BUDGETAttachment B**
- PROGRAM MODEL/FUNDING REQUIREMENTS AND EXPECTATIONSAttachment C**

I. DEFINITIONS

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

Adult-Adolescent Parent Inventory (AAPI): An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

Affordable Care Act (ACA): Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

Ages and Stages Questionnaire (ASQ-3): A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family's eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

Carryover Clients: A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Demonstrated Outcomes: Data supported evidence that indicators addressed through the program demonstrate marked improvement.

Dental Home: ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

Dental Screening: A visual assessment of the child's oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child's mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

Desired Results Development Profile (DRDP): An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Dosage: The frequency and level of exposure to services offered to the participant.

Evidence-Based: Refers to the use of research and scientific studies as a base for determining best practices.

Family Development Matrix (FDM): Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

Family Empowerment Plan: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

Inland Empire Autism Assessment Center of Excellence (AACE): AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

Outcome: The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

Overweight: Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

Parenting Education: Programs that improve knowledge and increase positive parenting skills.

Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

Participant: A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

Quality Child Care: Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

Researched Based: See evidence-based: Using research as the basis for determining best practices.

Reasonable Rate of Success: Total number of program participants expected to successfully complete the program meeting the outcome targets.

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development.

Subcontractor: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

Verification: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (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 and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

X. Attorney's Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

Initial Here

▪ 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.

Initial Here

▪ Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than 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

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

FF. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

- 2) Have not within a three (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 \$ 1,087,299 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 2015-16	\$ <u>362,433</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>362,433</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>362,433</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

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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, 2015 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: Walden Environment DBA Walden Family Services
6150 Mission Gorge Road, Suite 210
San Diego, CA 92120

Commission: First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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 firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

continued on next page

XIII. CONCLUSION

- A. This Contract, consisting of 23 pages and Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

WALDEN ENVIRONMENT DBA
WALDEN FAMILY SERVICES

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Sue Evans
Printed Name

Chief Operation Officer
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**



Agency Name: Walden Family Services
 Program Name: F.A.M.I.L.Y
 Service Area: Countywide

Contract #: FS074
 Fiscal Year: 2015 - 2018

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	100 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	100 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
	Objective	Activity	Dosage¹
	Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	1.25 ² /2.5 hrs/day 1 day/week
	Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies
	Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child
	Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance
			Verification
			Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
			FDM Assessment (Every 3 months)
			ASQ-3 Completed – within 30-45 calendar days of enrollment
			Intake

Program Description:

This **Group-based** program utilizes **Young Parents & Their Families** NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. This program is in *service to a special population (pregnant and parenting teens)*. Service will be provided *countywide*. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions. ²Classes held for 1.25 hrs/day are split into two sessions 32 weeks, which equal 16 weeks as required by the curriculum.

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core and Aggregate
 Reporting Period: Monthly Due: On the 15th
 Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	Walden Family Services	DIRECTOR:	Sue Evans, COO	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	FAMILY Program	PROGRAM DIRECTOR:	Tobi Long, Program Supervisor	TOTAL BUDGET:	\$ 362,433
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Sue Garcia, Controller	RFP/CONTRACT #:	14-02 FS074

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1		Chief Operating Officer	0.02	50.00	48	0%	2,400	-	2,400	104,000	2%	Is responsible for general oversight of program and supervises the program supervisor. This position requires a minimum of a masters degree.
2		Program Supervisor	1.00	25.96	2080	29%	54,000	15,660	69,660	69,660	100%	Is responsible for the day to day oversight of the program as well as the training and supervision of the staff. This position requires a minimum of a masters degree.
3		Program Coordinator	1.00	20.43	2080	25%	42,500	10,625	53,125	53,125	100%	Will coordinate outreach efforts in the community, receive initial intake calls, coordinate class scheduling and oversee collection, entering and analyzing of data. Will also supervise Peer Parents and volunteers. This position requires a bachelors or masters degree.
4		Facilitator Case Manager	0.50	16.00	1040	14%	16,640	2,330	18,970	37,939	50%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.
5		Facilitator Case Manager	1.00	20.00	2080	38%	41,600	15,808	57,408	57,408	100%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	Walden Family Services	DIRECTOR:	Sue Evans, COO	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	FAMILY Program	PROGRAM DIRECTOR:	Tobi Long, Program Supervisor	TOTAL BUDGET:	\$ 362,433
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Sue Garcia, Controller	RFP/CONTRACT #:	14-02 FS074

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	A	B	C	D	E	F	G	H	I	J
6	Facilitator Case Manager	1.00	20.00	2080	29%	41,600	12,064	53,664	53,664	100%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.
7	Family Advocate \$12-14/hr	0.60	13.00	1248	14%	16,224	2,271	18,495	30,826	60%	Is responsible for assisting medium risk families in achieving goals and assisting with the Child Enrichment program. This position requires previous experience and knowledge which may include Peer Parent advocate experience.
8	Family Advocate/Bi-lingual \$12-14/hr plus \$600 bi-lingual stipend	0.60	13.00	1248	14%	16,224	2,271	18,495	30,826	60%	Is responsible for assisting medium risk families in achieving goals and assisting with the Child Enrichment program. This position requires previous experience and knowledge which may include Peer Parent advocate experience.
9	Director Quality Assurance	0.01	31.50	12	0%	378	-	378	65,520	1%	This position ensures that program goals are measured and achieved and data is used to inform program service delivery.
10	Office Manager	0.01	19.81	12	0%	238	-	238	41,205	1%	Assists HR with tracking training hours, staffing and office compliance issues.
11	HR Coordinator	0.02	21.64	48	0%	1,039	-	1,039	45,011	2%	Assists with general HR issues, benefits and hiring of employees. This position requires a bachelors degree.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

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	A	B	C	D	E	F	G	H	I	J
12	Controller	0.05	31.50	96	0%	3,024	-	3,024	65,520	5%	Oversees and supervises accounting staff. Reviews invoices prepared for billing and prepares budget and manages the financial portion of the annual program audit. This position requires a bachelors degree.
13	Staff Accountant (AP)	0.03	23.22	72	0%	1,672	-	1,672	48,298	3%	Is responsible for Accounts payable and payroll related to the program.
14	Staff Accountant (AR)	0.05	18.82	104	0%	1,957	-	1,957	39,146	5%	Is responsible for preparing the invoice for billing to the county and records. Accounts receivable related to the program. This position also assists in annual audit preparation. This position requires a bachelors degree or accounting experience.
Total Salaries & Benefits								\$ 300,524			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Mileage	2%	\$ 8,000	Mileage will be reimbursed at a rate of .40-.43 cents per mile per employee.	
2 Cell Phone Stipends	1%	\$ 2,178	Full time staff: \$33/month, part time staff: \$16.50/month	
3 Lease (utilities included)	4%	\$ 13,079	Includes basic utilities and basic cleaning.	
4 Office Phones/Fax Line	1%	\$ 3,060	Shared Fax line, Cloud Connect Phones, Nurturing Parenting Cell phone to text with participants and Telepacific Internet Service .	
5 Program Material/Supplies	1%	\$ 5,000	Staff Curriculum Books (Facilitator and Parent Handbooks and Attachment Activity Books), Parent Handbooks for Participants (125x\$15), First Aid/CPR supplies/cards, Class Folders/Materials and any other materials necessary to reach program objectives.	
6 Participant Support Incentives	2%	\$ 5,500	Items purchased and used to incentivize participants including passport rewards and graduation gift bags, and other earned rewards.	
7 Participant Transportation	0%	\$ 450	Daily bus passes for class participants (4.50/day)	
8 Food Expense for Classes/Meetings	2%	\$ 6,000	Includes Snacks, meals and drinks for Parent and Children. The new curriculum includes Family Nurturing Time which will involve parents and their children engaging in a meal/snack and activity time together	
9 Staff Development/Training	1%	\$ 2,300	Funds to be used to send new staff to the Nurturing Parenting training and other expenses to attend training if out of county, and other appropriate trainings related to the Nurturing Parenting program objectives.	
10 Employee Advertising	0%	\$ 50	Craigslist \$25x2	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

11	Postage	0%	\$ 480	\$40/month to send monthly paperwork to corporate and flyers and newsletters to FAMILY participants.
12	Printing	0%	\$ 720	Includes brochures, flyers, etc. necessary to reach program objectives
13	Office Supplies	1%	\$ 2,500	Includes, paper, pens, folders, etc necessary for staff to carry out program objectives. Also includes items for minor office repairs.
14	Office Equipment	1%	\$ 4,200	Shared Copier lease, printer ink, laptops, furniture and any other additional small office equipment that needs replacement to run the FAMILY program.
15	Annual Audit (4% of total audit)	0%	\$ 1,100	Allocation percent is based on total revenue for the agency based on 2013 audited financials
16	Insurance/Taxes /Licenses (4%)	1%	\$ 2,800	General Liability and directors and officers insurance are based on current cost through June 2015. Allocation method is based on total revenue for the agency.
17	Volunteer/Staff/Peer Partner Clearances	0%	\$ 1,000	DOJ, CACI, FBI, TB, Physical, and drug testing clearances for employees, volunteers, and peer parent advocates.
18	Peer Partner Stipends	0%	\$ 600	Approx. 3 parents each year. For every 20 hours volunteered, peer parent selects a gift item valued at \$25.
19	Peer Partner Expenses (Bus Passes/Mileage)	1%	\$ 2,092	Peer parent/volunteer mileage (.14/mile) 800 miles Total: \$112, Monthly Bus Passes: \$55/month (3 peer parents/year = \$1,980)
20	IT Services	0%	\$ 800	Percentage of employer costs for IT services and technology: supplies/repairs: (3.6% of \$1850/month) Percentage is based on revenue/staffing.
	Total Services & Supplies		\$ 61,909	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-16**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

III. FOOD			
	Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1			
	Total Food	\$ -	
IV. TRAVEL			
	Destination:	Purpose:	TOTAL F5SB BUDGET
1			Description/Justification:
	Total Travel	-	
V. SUBCONTRACTORS			
	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1			
	Total Subcontractors	-	
VI. INDIRECT COSTS			
	Percent:		
	Basis:		
	Total Indirect Costs	\$ -	
TOTAL FIRST 5 BUDGET		\$ 362,433	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

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	A	B	C	D	E	F	G	H	I	J
	Name:										
	Position:										
1	Chief Operating Officer	0.02	50.00	48	0%	2,400	-	2,400	104,000	2%	Is responsible for general oversight of program and supervises the program supervisor. This position requires a minimum of a masters degree.
2	Program Supervisor	1.00	25.96	2080	31%	54,000	16,740	70,740	70,740	100%	Is responsible for the day to day oversight of the program as well as the training and supervision of the staff. This position requires a minimum of a masters degree.
3	Program Coordinator	1.00	20.43	2080	28%	42,500	11,900	54,399	54,399	100%	Will coordinate outreach efforts in the community, receive initial intake calls, coordinate class scheduling and oversee collection, entering and analyzing of data. Will also supervise Peer Parents and volunteers. This position requires a bachelors or masters degree.
4	Facilitator Case Manager	0.50	16.00	1040	14%	16,640	2,330	18,970	37,939	50%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.
5	Facilitator Case Manager	1.00	20.00	2080	40%	41,600	16,640	58,240	58,240	100%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	Walden Family Services	DIRECTOR:	Sue Evans, COO	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	FAMILY Program	PROGRAM DIRECTOR:	Tobi Long, Program Supervisor	TOTAL BUDGET:	\$ 362,433
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Sue Garcia, Controller	RFP/CONTRACT #:	14-02 FS074

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	A	B	C	D	E	F	G	H	I	J
6	Facilitator Case Manager	1.00	20.00	2080	26%	41,600	10,816	52,416	52,416	100%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.
7	Family Advocate \$12-14/hr	0.60	13.00	1248	14%	16,224	2,271	18,495	30,826	60%	Is responsible for assisting medium risk families in achieving goals and assisting with the Child Enrichment program. This position requires previous experience and knowledge which may include Peer Parent advocate experience.
8	Family Advocate/Bi-lingual \$12-14/hr plus \$600 bi-lingual stipend	0.60	13.00	1248	14%	16,224	2,271	18,495	30,826	60%	Is responsible for assisting medium risk families in achieving goals and assisting with the Child Enrichment program. This position requires previous experience and knowledge which may include Peer Parent advocate experience.
9	Director Quality Assurance	0.01	31.50	12	0%	378	-	378	65,520	1%	This position ensures that program goals are measured and achieved and data is used to inform program service delivery.
10	Office Manager	0.01	19.81	12	0%	238	-	238	41,205	1%	Assists HR with tracking training hours, staffing and office compliance issues.
11	HR Coordinator	0.02	21.64	48	0%	1,039	-	1,039	45,011	2%	Assists with general HR issues, benefits and hiring of employees. This position requires a bachelors degree.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

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	A	B	C	D	E	F	G	H	I	J
12	Controller	0.05	31.50	96	0%	3,024	-	3,024	65,520	5%	Oversees and supervises accounting staff. Reviews invoices prepared for billing and prepares budget and manages the financial portion of the annual program audit. This position requires a bachelors degree.
13	Staff Accountant (AP)	0.03	23.22	72	0%	1,672	-	1,672	48,298	3%	Is responsible for Accounts payable and payroll related to the program.
14	Staff Accountant (AR)	0.05	18.82	104	0%	1,957	-	1,957	39,146	5%	Is responsible for preparing the invoice for billing to the county and records. Accounts receivable related to the program. This position also assists in annual audit preparation. This position requires a bachelors degree or accounting experience.
Total Salaries & Benefits								\$ 302,463			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Mileage	2%	8,000	Mileage will be reimbursed at a rate of .40-.43 cents per mile per employee.
2	Cell Phone Stipends	1%	2,178	Full time staff: \$33/month, part time staff: \$16.50/month
3	Lease (utilities included)	4%	13,472	Accounts for 3% lease increase. Includes basic utilities and basic cleaning.
4	Office Phones/Fax Line	1%	3,060	Shared Fax line, Cloud Connect Phones, Nurturing Parenting Cell phone to text with participants and Telepacific Internet Service .
5	Program Material/Supplies	1%	4,368	Staff Curriculum Books (Facilitator and Parent Handbooks and Attachment Activity Books), Parent Handbooks for Participants (125x\$15), First Aid/CPR supplies/cards, Class Folders/Materials and any other materials necessary to reach program objectives.
6	Participant Support Incentives	2%	5,500	Items purchased and used to incentivize participants including passport rewards and graduation gift bags, and other earned rewards.
7	Participant Transportation	0%	450	Daily bus passes for class participants (4.50/day)
8	Food Expense for Classes/Meetings	2%	6,000	Includes Snacks, meals and drinks for Parent and Children. The new curriculum includes Family Nurturing Time which will involve parents and their children engaging in a meal/snack and activity time together



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

9	Staff Development/Training	0%	1,800	Funds to be used to send new staff to the Nurturing Parenting training and other expenses to attend training if out of county, and other appropriate trainings related to the Nurturing Parenting program objectives.
10	Employee Advertising	0%	50	Craigslist \$25x2
11	Postage	0%	480	To send monthly paperwork to corporate and flyers and newsletters to FAMILY participants.
12	Printing	0%	720	Includes brochures, flyers, etc. necessary to reach program objectives
13	Office Supplies	1%	2,000	Includes, paper, pens, folders, etc necessary for staff to carry out program objectives. Also includes items for minor office repairs.
14	Office Equipment	1%	3,700	Shared Copier lease, printer ink, laptops, furniture and any other additional small office equipment that needs replacement to run the FAMILY program.
15	Annual Audit (4% of total audit)	0%	1,100	Allocation percent is based on total revenue for the agency based on 2013 audited financials
16	Insurance/Taxes /Licenses (4%)	1%	2,800	General Liability and directors and officers insurance are based on current cost through June 2015. Allocation method is based on total revenue for the agency.
17	Volunteer/Staff/Peer Partner Clearances	0%	800	DOJ, CACI, FBI, TB, Physical, and drug testing clearances for employees, volunteers, and peer parent advocates.
18	Peer Partner Stipends	0%	600	Approx. 3 parents each year. For every 20 hours volunteered, peer parent selects a gift item valued at \$25.
19	Peer Partner Expenses (Bus Passes/Mileage)	1%	2,092	Peer parent/volunteer mileage (.14/mile) and/or Monthly Bus Passes: \$55/month



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Services	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

20	IT Services	0%	800	Percentage of employer costs for IT services and technology: supplies/repairs: (3.6% of \$1850/month) Percentage is based on revenue/staffing.
	Total Services & Supplies		59,970	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Food		\$ -	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Travel		-	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Subcontractors		-	
VI. INDIRECT COSTS				
	Percent:			
	Basis:			
	Total Indirect Costs		\$ -	
TOTAL FIRST 5 BUDGET			\$ 362,433	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	Walden Family Services	DIRECTOR:	Sue Evans, COO	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	FAMILY Program	PROGRAM DIRECTOR:	Tobi Long, Program Supervisor	TOTAL BUDGET:	\$ 362,433
INITIATIVE:	Family Support Program	FINANCE OFFICER:	Sue Garcia, Controller	RFP/CONTRACT #:	14-02 FS074

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1		Chief Operating Officer	0.02	50.00	48	0%	2,400	-	2,400	104,000	2%	Is responsible for general oversight of program and supervises the program supervisor. This position requires a minimum of a masters degree.
2		Program Supervisor	1.00	25.96	2080	34%	54,000	18,360	72,360	72,360	100%	Is responsible for the day to day oversight of the program as well as the training and supervision of the staff. This position requires a minimum of a masters degree.
3		Program Coordinator	1.00	20.43	2080	28%	42,500	11,900	54,399	54,399	100%	Will coordinate outreach efforts in the community, receive initial intake calls, coordinate class scheduling and oversee collection, entering and analyzing of data. Will also supervise Peer Parents and volunteers. This position requires a bachelors or masters degree.
4		Facilitator Case Manager	0.50	16.00	1040	14%	16,640	2,330	18,970	37,939	50%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.
5		Facilitator Case Manager	1.00	20.00	2080	45%	41,600	18,720	60,320	60,320	100%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	Walden Family Services	DIRECTOR:	Sue Evans, COO	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	FAMILY Program	PROGRAM DIRECTOR:	Tobi Long, Program Supervisor	TOTAL BUDGET:	\$ 362,433
INITIATIVE:	Family Support Program	FINANCE OFFICER:	Sue Garcia, Controller	RFP/CONTRACT #:	14-02 FS074

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	A	B	C	D	E	F	G	H	I	J
6	Facilitator Case Manager	1.00	20.00	2080	29%	41,600	12,064	53,664	53,664	100%	Is responsible for facilitating class, administering assessments, writing Family Empowerment Plans and providing individual face-to-face sessions for high risk families. This position requires a bachelors or masters degree.
7	Family Advocate \$12-14/hr	0.60	13.00	1248	14%	16,224	2,271	18,495	30,826	60%	Is responsible for assisting medium risk families in achieving goals and assisting with the Child Enrichment program. This position requires previous experience and knowledge which may include Peer Parent advocate experience.
8	Family Advocate/Bi-lingual \$12-14/hr plus \$600 bi-lingual stipend	0.60	13.00	1248	14%	16,224	2,271	18,495	30,826	60%	Is responsible for assisting medium risk families in achieving goals and assisting with the Child Enrichment program. This position requires previous experience and knowledge which may include Peer Parent advocate experience.
9	Director Quality Assurance	0.01	31.50	12	0%	378	-	378	65,520	1%	This position ensures that program goals are measured and achieved and data is used to inform program service delivery.
10	Office Manager	0.01	19.81	12	0%	238	-	238	41,205	1%	Assists HR with tracking training hours, staffing and office compliance issues.
11	HR Coordinator	0.02	21.64	48	0%	1,039	-	1,039	45,011	2%	Assists with general HR issues, benefits and hiring of employees. This position requires a bachelors degree.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Program	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

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	A	B	C	D	E	F	G	H	I	J
12	Controller	0.05	31.50	96	0%	3,024	-	3,024	65,520	5%	Oversees and supervises accounting staff. Reviews invoices prepared for billing and prepares budget and manages the financial portion of the annual program audit. This position requires a bachelors degree.
13	Staff Accountant (AP)	0.03	23.22	72	0%	1,672	-	1,672	48,298	3%	Is responsible for Accounts payable and payroll related to the program.
14	Staff Accountant (AR)	0.05	18.82	104	0%	1,957	-	1,957	39,146	5%	Is responsible for preparing the invoice for billing to the county and records. Accounts receivable related to the program. This position also assists in annual audit preparation. This position requires a bachelors degree or accounting experience.
Total Salaries & Benefits								\$ 307,411			



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Program	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Mileage	2%	8,000	Mileage will be reimbursed at a rate of .40-.43 cents per mile per employee.
2	Cell Phone Stipends	1%	2,178	Full time staff: \$33/month, part time staff: \$16.50/month
3	Lease (utilities included)	4%	13,877	Accounts for 3% lease increase. Includes basic utilities and basic cleaning.
4	Office Phones/Fax Line	1%	3,060	Shared Fax line, Cloud Connect Phones, Nurturing Parenting Cell phone to text with participants and Telepacific Internet Service .
5	Program Material/Supplies	1%	3,000	Parent Handbooks for Participants (125x\$15), First Aid/CPR supplies/cards, Class Folders/Materials and any other materials necessary to reach program objectives.
6	Participant Support Incentives	1%	5,000	Items purchased and used to incentivize participants including passport rewards and graduation gift bags, and other earned rewards.
7	Participant Transportation	0%	405	Daily bus passes for class participants (4.50/day)
8	Food Expense for Classes/Meetings	2%	5,600	Includes Snacks, meals and drinks for Parent and Children. The new curriculum includes Family Nurturing Time which will involve parents and their children engaging in a meal/snack and activity time together
9	Staff Development/Training	0%	600	Funds to be used to send new staff to the Nurturing Parenting training and other expenses to attend training if out of county, and other appropriate trainings related to the Nurturing Parenting program objectives.
10	Employee Advertising	0%	25	Craigslist \$25



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Walden Family Services	DIRECTOR: Sue Evans, COO	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: FAMILY Program	PROGRAM DIRECTOR: Tobi Long, Program Supervisor	TOTAL BUDGET: \$ 362,433
INITIATIVE: Family Support Program	FINANCE OFFICER: Sue Garcia, Controller	RFP/CONTRACT #: 14-02 FS074

11	Postage	0%	400	To send monthly paperwork to corporate and flyers and newsletters to FAMILY participants.
12	Printing	0%	720	Includes brochures, flyers, etc. necessary to reach program objectives
13	Office Supplies	0%	1,600	Includes, paper, pens, folders, etc necessary for staff to carry out program objectives. Also includes items for minor office repairs.
14	Office Equipment	1%	2,877	Shared Copier lease, printer ink, laptops, furniture and any other additional small office equipment that needs replacement to run the FAMILY program.
15	Annual Audit (4% of total audit)	0%	1,100	Allocation percent is based on total revenue for the agency based on 2013 audited financials
16	Insurance/Taxes /Licenses (4%)	1%	2,800	General Liability and directors and officers insurance are based on current cost through June 2015. Allocation method is based on total revenue for the agency.
17	Volunteer/Staff/Peer Partner Clearances	0%	400	DOJ, CACI, FBI, TB, Physical, and drug testing clearances for employees, volunteers, and peer parent advocates.
18	Peer Partner Stipends	0%	600	Approx. 3 parents each year. For every 20 hours volunteered, peer parent selects a gift item valued at \$25.
19	Peer Partner Expenses (Bus Passes/Mileage)	1%	1,980	Peer parent/volunteer mileage (.14/mile) and/or Monthly Bus Passes: \$55/month
20	IT Services	0%	800	Percentage of employer costs for IT services and technology: supplies/repairs: (3.6% of \$1850/month) Percentage is based on revenue/staffing.
	Total Services & Supplies		55,022	

III.	FOOD		
	Event(s):	TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Walden Family Services		DIRECTOR: Sue Evans, COO		PROGRAM YEAR: 2017-2018	
PROGRAM TITLE: FAMILY Program		PROGRAM DIRECTOR: Tobi Long, Program Supervisor		TOTAL BUDGET: \$ 362,433	
INITIATIVE: Family Support Program		FINANCE OFFICER: Sue Garcia, Controller		RFP/CONTRACT #: 14-02 FS074	
1					
	Total Food		\$ -		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:	
1					
	Total Travel		-		
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:	
1					
	Total Subcontractors		-		
VI. INDIRECT COSTS					
	Percent:				
	Basis:				
	Total Indirect Costs		\$ -		
TOTAL FIRST 5 BUDGET			\$ 362,433		

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

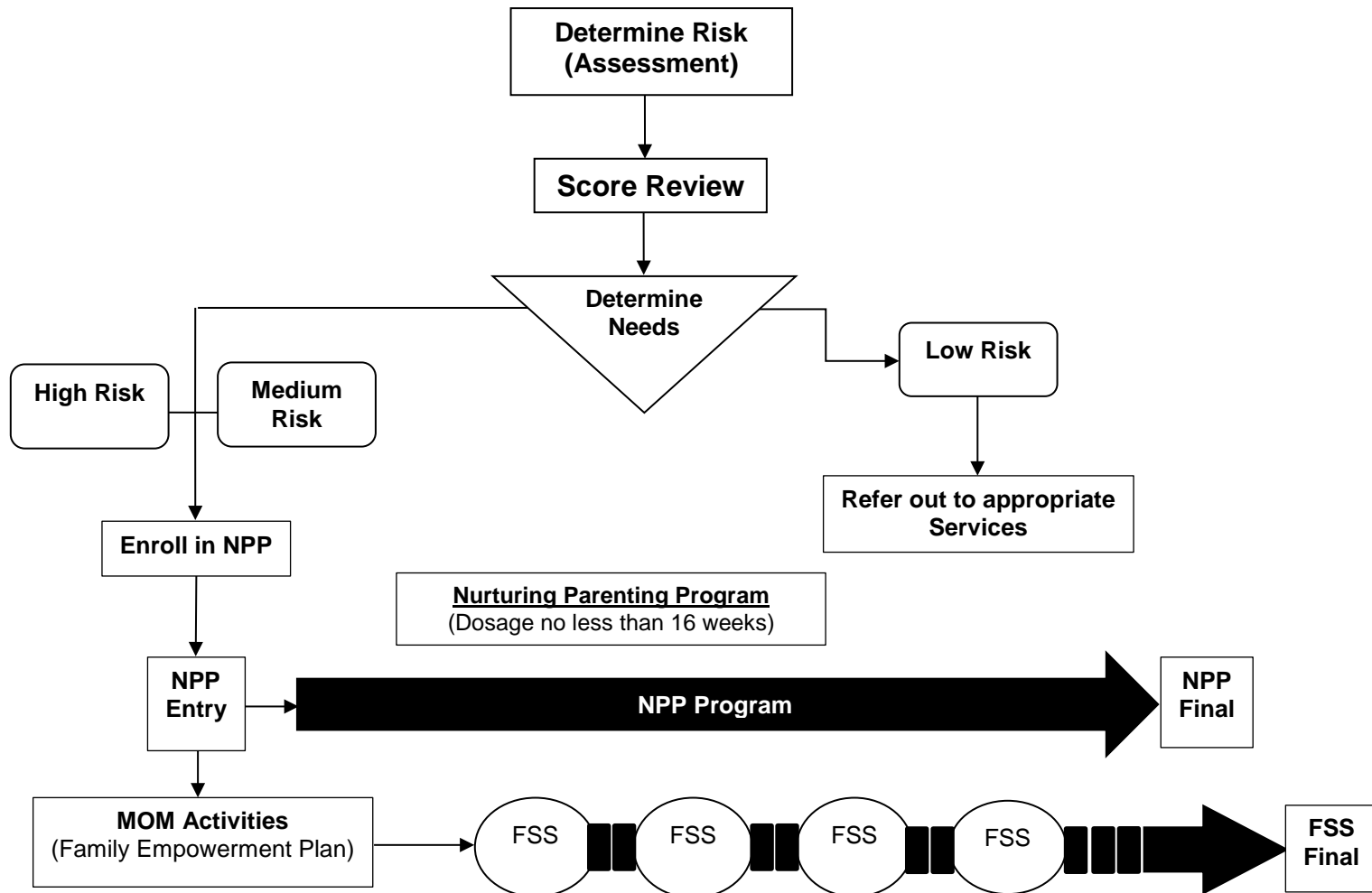
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: FS075

Legal Entity: West Care Arizona, Inc.

Dept./Division: Needles Community Involvement Center

Project Name: West Care Needles Parenting Education

Address: 800 West Broadway #C
Needles, CA 92363

Phone #: 760.326.3135

Website: www.westcare.com
search: Arizona programs

Fax #: 760.326.6305

Program Site Address: 800 West Broadway #C
Needles, CA 92363

Client Referral Phone # 760.326.3135

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Richard Jimenez

Title: Vice President

Address: Post Office Box 94738
Las Vegas, Nevada 89193-4738

Direct Phone #: (702) 385-2090 x 10140

Fax #: (702) 385-3360

E-Mail: richard.jimenez@westcare.com

PROGRAM CONTACT

Name: Patti Munson

Title: Program Manager

Address: 800 West Broadway #C
Needles, CA 92363

Direct Phone #: 760.326.3135

Fax #: 760.326.6305

E-Mail: pmunson@westcare.com

FISCAL CONTACT

Name: Icy Du Creay

Title: Regional Accountant

Address: 1711 Whitney Mesa Drive
Henderson, NV 89014

Direct Phone #: (702) 385-2090 x 10113

Fax #: (702) 307-4038

E-Mail: icy.ducreay@westcare.com

ADDITIONAL CONTACT (Describe): Choose an item.

Name: Cheryl DeBatt **Title:** Area Director
Address: 821 Hancock Rd. #2 **Direct Phone #:** 928-763-1945
Bullhead City, AZ 86442
E-Mail: Cheryl.debatt@westcare.com **Fax #:** 928-763-8809

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** Describe: Choose an item.
- Government Agency** Describe: Choose an item.
- Private Entity/Institution** Describe: Non Profit
- Community-Based** Describe: Choose an item.

FIRST 5 FOCUS AREA

- Health**
- Education**
- Family**
- Systems**

STRATEGY

- Early Screening and Intervention**
- Health Care Access**
- Oral Health**
- Health & Safety Education**
- Other:** _____
- Early Education Programs**
- Access to Quality Child Care**
- Quality Provider Programs**
- Other:** _____
- Parent Education**
- Resource Center & Case Management**
- Other:** _____
- Integrated Systems Planning & Implementation**
- Countywide Information Referral Systems**
- Community Outreach**
- Organizational Capacity Building**
- Other:** _____

PROGRAM DESCRIPTION

This program utilizes the evidence-based Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) for Family Support Services, for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The results will indicate the following:

- 56 Decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI

- 56 Families will reach a status level of at least **stable** on all indicators of the FDM

SERVICE AREA (LOCATIONS)

Needles

COMMISSION LEVEL OUTCOMES

- 1.3a Children are free from abuse and neglect
- 1.3b Parents provide developmentally appropriate care
- 1.3c Families are resilient

ASSIGNED ANALYST: Ronnie S. Thomas

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ 148,563
2016-2017	\$ 151,828
2017-2018	\$ 155,190
Total	\$ 455,581

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code WESTCAR493		SC	Dept. 903	A	Contract Number FS075
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$455,581	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$455,581
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	PROG	300	3357	CFFPEY16	\$148,563
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use West Care Needles			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
Parent Education			15-16	\$148,563	---	---
Nurturing Parenting & Matrix Outcomes Model			16-17	\$151,828	---	---
(NPP-MOM)			17-18	\$155,190	---	---

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

West Care Arizona, Inc.

Department/Division

Needles Community Involvement Center

Address

P. O. Box 94738

Las Vegas, NV 89193-4738

Phone

(702) 385-2090 x10140

Federal ID No.

86-0968493

Program Address (if different from legal address):

800 West Broadway, #C

Needles, CA 92363

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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I. DEFINITIONS

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

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.

Affordable Care Act (ACA): Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

Ages and Stages Questionnaire (ASQ-3): A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family's eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

Carryover Clients: A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Demonstrated Outcomes: Data supported evidence that indicators addressed through the program demonstrate marked improvement.

Dental Home: ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

Dental Screening: A visual assessment of the child's oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child's mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

Desired Results Development Profile (DRDP): An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Dosage: The frequency and level of exposure to services offered to the participant.

Evidence-Based: Refers to the use of research and scientific studies as a base for determining best practices.

Family Development Matrix (FDM): Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

Family Empowerment Plan: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

Inland Empire Autism Assessment Center of Excellence (AACE): AACE will be designed to provide a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center will be designed around the child to be child-centric rather than agency-centric.

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

Outcome: The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

Overweight: Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

Parenting Education: Programs that improve knowledge and increase positive parenting skills.

Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

Participant: A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

Quality Child Care: Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

Researched Based: See evidence-based: Using research as the basis for determining best practices.

Reasonable Rate of Success: Total number of program participants expected to successfully complete the program meeting the outcome targets.

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development.

Subcontractor: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

Verification: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Model/Funding Requirements and Expectations, Attachment C. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A may be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year. If not amended for that Fiscal Year, the specific quantitative targets for the immediately preceding Fiscal Year shall apply.
- 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 II.

Initial Here

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 and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

X. Attorney's Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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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

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

FF. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

- 2) Have not within a three (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 \$ 455,581 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 2015-16	\$ <u>148,563</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>151,828</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>155,190</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

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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.

Initial Here

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to 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.

Initial Here

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, 2015 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: West Care Arizona, Inc.
P. O. Box 94738
Las Vegas, NV 89193-4738

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 construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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 firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

continued on next page

XIII. CONCLUSION

- A. This Contract, consisting of 23 pages and Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

WEST CARE ARIZONA, INC.

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Richard Jimenez
Printed Name

Commission Chair
Title

Vice President
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

**ATTACHMENT A
 PROGRAM WORKPLAN**



Agency Name: West Care Arizona, Inc.
 Program Name: West Care Needles
 Service Area: Needles

Contract #: FS075
 Fiscal Year: 2015 - 2018

Expectation(s):	A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the (pre/post) scores on the Adult Adolescent Parenting Inventory-2, (AAPI-2). Families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM)		
Outcome(s):	56 participants risk categories will decrease by one (1) category, verified by AAPI-2 (pre/post) scores. (Nurturing Parenting Program, NPP)	56 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)	
	Objective	Activity	Dosage¹
	Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week
	Move families identified at crisis/at risk category to at least stable status	Case Management Session	Varies
	Screen children for early developmental delays and refer accordingly	Developmental Screening	1 per child
	Teach appropriate child enrichment skills to complement parent education sessions	Child Enrichment Session	Per attendance
			Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion
			FDM Assessment (Every 3 months)
			ASQ-3 Completed – within 30-45 calendar days of enrollment
			Intake

Program Description:

This **Group-based** program utilizes *Parents & Their Infants, Toddlers, & Preschoolers* NPP curriculum as primary service coupled with Family Development Matrix for family support services. Additionally, this program includes a peer parent component integrated into services to support families participating in identified curriculum. Services will be provided in *the city of Needles and surrounding communities* as approved by First 5 San Bernardino. ¹Number of dosage (sessions) provided is a minimum of 16 sessions and a maximum of 27 sessions.

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core and Aggregate
 Reporting Period: Monthly **Due:** On the 15th
 Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION:	WestCare Arizona I, Inc.	DIRECTOR:	Cherl DeBatt	PROGRAM YEAR:	2015-2016
PROGRAM TITLE:	First 5 - Children and Families	PROGRAM DIRECTOR:	Patricia Munson - Program Manager	TOTAL BUDGET:	\$ 148,563
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Icy DuCreay - Regional Accountant	RFP/CONTRACT #:	14-02 FS075

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Patricia Munson	Program Manager	0.50	25.00	1040	25%	26,000	6,448	32,448	64,896	50%	The program manager will be responsible for the overall planning, implementation and oversight of the project, as well as provide case management and assist with assessments and group facilitation as needed.
2	Lori Dechert	Parenting Facilitator	1.00	18.99	2080	25%	39,507	9,798	49,305	49,305	100%	The Parenting Facilitator will do assessments, case management, data entry, intakes, and exits, 1:1's, complete progress notes and keep files up to date with required forms and information.
3	TBD	Child Specialist	0.20	14.00	416	25%	5,824	1,444	7,268	36,342	20%	The Child Specialist will oversee children while parents are completing paperwork, attending parenting groups, attending peer groups, and working with the Parenting Facilitator on 1:1.
4	TBD	Child Specialist	0.20	14.00	416	25%	5,824	1,444	7,268	36,342	20%	The Child Specialist will oversee children while parents are completing paperwork, attending parenting groups, attending peer groups, and working with the Parenting Facilitator on 1:1.
Total Salaries & Benefits								\$	96,289			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: WestCare Arizona I, Inc.	DIRECTOR: Cheryl DeBatt	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: First 5 - Children and Families	PROGRAM DIRECTOR: Patricia Munson - Program Manager	TOTAL BUDGET: \$ 148,563
INITIATIVE: Family Support Services	FINANCE OFFICER: Icy DuCreay - Regional Accountant	RFP/CONTRACT #: 14-02 FS075

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Supplies	2%	2,400	Program supplies will consist of, but is not limited to, posters, pamphlets, booklets, composition books, workbooks, curriculum, and crafts supplies. Since the lack of supplies is a barrier for parent attending and completing the course, Program supplies will also consist of, but will not be limited to, developmental toys, for lobby and children's room, diapers, formula, baby food, blankets, cups, bottles, baby wipes, hand sanitizer, books, games, rugs, crayons, glue, and backpacks.
2	Building Rent	5%	7,200	Building rent is necessary to lease the building space for the program. Bob and Judy Browder: \$600/month x 12 months
3	Utilities	2%	2,400	Utilities include electric, sewer, water, garbage and gas. \$200/month x 12 months
4	Communication	1%	1,602	Communication includes landline telephone service, cellular phone service, and internet service. \$133.50/month x 12 months
5	Copier Lease/Maintenance	1%	2,100	Copier Lease/Maintenance is required for the operation of the program and maintain participant files and other required documentation and reporting. \$175/month x 12 months
6	Staff Development/Training	0%	500	Staff Development/Training funding provides continuing education for the program staff to enhance skills and education necessary to provide the highest lever of service to the participants being served. \$250/registration fee per training x 2 trainings



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: WestCare Arizona I, Inc.	DIRECTOR: Cheryl DeBatt	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: First 5 - Children and Families	PROGRAM DIRECTOR: Patricia Munson - Program Manager	TOTAL BUDGET: \$ 148,563
INITIATIVE: Family Support Services	FINANCE OFFICER: Icy DuCreay - Regional Accountant	RFP/CONTRACT #: 14-02 FS075

7	Facility Repair & Maintenance	0%	250	Facility Repair & Maintenance consists of minor repairs on the building in order to keep the building operational. \$20.835/month x 12 months
8	Annual Audit	0%	300	Annual Audit represents this program's estimated cost for the required agency A133 audit. \$300/annual audit x 1 year
9	Insurance/Taxes/Licenses	1%	1,165	Insurance/Taxes/License represents the cost for general liability, as well as the costs to maintain the required licensure for the building. \$97.08/month x 12 months
Total Services & Supplies			17,917	

III. FOOD

Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Nuturing Parenting Groups, meetings, Peer Groups, Participant Graduation, and Child Care	3,000	Food will be provided, either as a meal or a snack. Food expense is calculated at \$250/month x 12 months.
Total Food		3,000	

IV. TRAVEL

Destination:		Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Trainings & Meetings	Attend Trainings and Meetings	2,102	Due to the rural location of Needles, CA, staff must travel a minimum of 450 miles round trip to San Bernardino, CA in order to attend trainings/meetings, some of which are outside the San Bernardino area with additional miles. We have estimated 6 trips to San Bernardino, CA and 1 trip to Ontario, CA. The expenses for the trips are estimated as follows: Mileage - 450 miles x 7 trips x \$0.51/mile. Per Diem - \$55/day x 9 days.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: WestCare Arizona I, Inc.	DIRECTOR: Cheryl DeBatt	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: First 5 - Children and Families	PROGRAM DIRECTOR: Patricia Munson - Program Manager	TOTAL BUDGET: \$ 148,563
INITIATIVE: Family Support Services	FINANCE OFFICER: Icy DuCreay - Regional Accountant	RFP/CONTRACT #: 14-02 FS075

2	Local Mileage	Local Travel	6,854	We estimate about 1,230 miles per month for meetings, recruitment, travel to/from Needles, CA to/from Bullhead City, AZ, to purchase food, and correspond with our administrative offices. The expenses for travel are estimated as follows: Mileage - 1,120 miles/month x 12 months x \$0.51/mile (note: calculation based on 1,120 miles per month even though we estimate mileage at 1,230 miles per month)
	Total Travel		8,956	

V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1	Donna McCorkle - Cleaning Services		6,000	Provide cleaning services for the building at \$500/month x 12 months.
	Total Subcontractors		6,000	

VI. INDIRECT COSTS				
	Percent:	13%	16,401	Indirect costs are comprised of those administrative personnel and other costs that support the program and are not covered in the line item budget. The indirect cost rate approved by the Department of Health and Human Services for WestCare Foundation, Inc. is 26.7%. We are only requesting 13% of the federally approved indirect cost rate agreement.
	Basis:	WestCare has an approved indirect rate of 26.7% of total expenses less capital expenditures and sub awards.		
		We are only requesting 13% of the approved rate.		
	Total Indirect Costs		16,401	

TOTAL FIRST 5 BUDGET			148,563	
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION:	WestCare Arizona I, Inc.	DIRECTOR:	Cherl DeBatt	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	First 5 - Children and Families	PROGRAM DIRECTOR:	Patricia Munson - Program Manager	TOTAL BUDGET:	\$ 151,828
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Icy DuCreay - Regional Accountant	RFP/CONTRACT #:	14-02 FS075

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Patricia Munson	Program Manager	0.50	25.75	1040	25%	26,780	6,641	33,421	66,843	50%	The program manager will be responsible for the overall planning, implementation and oversight of the project, as well as provide case management and assist with assessments and group facilitation as needed.
2	Lori Dechert	Parenting Facilitator	1.00	19.56	2080	25%	40,692	10,092	50,784	50,784	100%	The Parenting Facilitator will do assessments, case management, data entry, intakes, and exits, 1:1's, complete progress notes and keep files up to date with required forms and information.
3	TBD	Child Specialist	0.20	14.42	416	25%	5,999	1,488	7,486	37,432	20%	The Child Specialist will oversee children while parents are completing paperwork, attending parenting groups, attending peer groups, and working with the Parenting Facilitator on 1:1.
4	TBD	Child Specialist	0.20	14.42	416	25%	5,999	1,488	7,486	37,432	20%	The Child Specialist will oversee children while parents are completing paperwork, attending parenting groups, attending peer groups, and working with the Parenting Facilitator on 1:1.
Total Salaries & Benefits									\$ 99,178			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

ORGANIZATION: WestCare Arizona I, Inc.	DIRECTOR: Cheryl DeBatt	PROGRAM YEAR: 2016-2017
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

ORGANIZATION: WestCare Arizona I, Inc.	DIRECTOR: Cheryl DeBatt	PROGRAM YEAR: 2016-2017
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2016-2017

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	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	Donna McCorkle - Cleaning Services	6,000	Provide cleaning services for the building at \$500/month x 12 months.
	Total Subcontractors	6,000	

VI. INDIRECT COSTS

	Percent:	13%	16,777	Indirect costs are comprised of those administrative personnel and other costs that support the program and are not covered in the line item budget. The indirect cost rate approved by the Department of Health and Human Services for WestCare Foundation, Inc. is 26.7%. We are only requesting 13% of the federally approved indirect cost rate agreement.
	Basis:	WestCare has an approved indirect rate of 26.7% of total expenses less capital expenditures and sub awards.		
		We are only requesting 13% of the approved rate.		
	Total Indirect Costs		16,777	

TOTAL FIRST 5 BUDGET		\$ 151,828
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION:	WestCare Arizona I, Inc.	DIRECTOR:	Cherl DeBatt	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	First 5 - Children and Families	PROGRAM DIRECTOR:	Patricia Munson - Program Manager	TOTAL BUDGET:	\$ 155,190
INITIATIVE:	Family Support Services	FINANCE OFFICER:	Icy DuCreay - Regional Accountant	RFP/CONTRACT #:	14-02 FS075

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Patricia Munson	Program Manager	0.50	26.52	1040	25%	27,583	6,841	34,424	68,848	50%	The program manager will be responsible for the overall planning, implementation and oversight of the project, as well as provide case management and assist with assessments and group facilitation as needed.
2	Lori Dechert	Parenting Facilitator	1.00	20.15	2080	25%	41,913	10,394	52,307	52,307	100%	The Parenting Facilitator will do assessments, case management, data entry, intakes, and exits, 1:1's, complete progress notes and keep files up to date with required forms and information.
3	TBD	Child Specialist	0.20	14.85	416	25%	6,179	1,532	7,711	38,555	20%	The Child Specialist will oversee children while parents are completing paperwork, attending parenting groups, attending peer groups, and working with the Parenting Facilitator on 1:1.
4	TBD	Child Specialist	0.20	14.85	416	25%	6,179	1,532	7,711	38,555	20%	The Child Specialist will oversee children while parents are completing paperwork, attending parenting groups, attending peer groups, and working with the Parenting Facilitator on 1:1.
Total Salaries & Benefits								\$	102,153			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: WestCare Arizona I, Inc.	DIRECTOR: Cheryl DeBatt	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: First 5 - Children and Families	PROGRAM DIRECTOR: Patricia Munson - Program Manager	TOTAL BUDGET: \$ 155,190
INITIATIVE: Family Support Services	FINANCE OFFICER: Icy DuCreay - Regional Accountant	RFP/CONTRACT #: 14-02 FS075

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Program Supplies	2%	2,400	Program supplies will consist of, but is not limited to, posters, pamphlets, booklets, composition books, workbooks, curriculum, and crafts supplies. Since the lack of supplies is a barrier for parent attending and completing the course, Program supplies will also consist of, but will not be limited to, developmental toys, for lobby and children's room, diapers, formula, baby food, blankets, cups, bottles, baby wipes, hand sanitizer, books, games, rugs, crayons, glue, and backpacks.	
2 Building Rent	5%	7,200	Building rent is necessary to lease the building space for the program. Bob and Judy Browder: \$600/month x 12 months	
3 Utilities	2%	2,400	Utilities include electric, sewer, water, garbage and gas. \$200/month x 12 months	
4 Communication	1%	1,602	Communication includes landline telephone service, cellular phone service, and internet service. \$133.50/month x 12 months	
5 Copier Lease/Maintenance	1%	2,100	Copier Lease/Maintenance is required for the operation of the program and maintain participant files and other required documentation and reporting. \$175/month x 12 months	
6 Staff Development/Training	0%	500	Staff Development/Training funding provides continuing education for the program staff to enhance skills and education necessary to provide the highest lever of service to the participants being served. \$250/registration fee per training x 2 trainings	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: WestCare Arizona I, Inc.	DIRECTOR: Cheryl DeBatt	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: First 5 - Children and Families	PROGRAM DIRECTOR: Patricia Munson - Program Manager	TOTAL BUDGET: \$ 155,190
INITIATIVE: Family Support Services	FINANCE OFFICER: Icy DuCreay - Regional Accountant	RFP/CONTRACT #: 14-02 FS075

7	Facility Repair & Maintenance	0%	250	Facility Repair & Maintenance consists of minor repairs on the building in order to keep the building operational. \$20.835/month x 12 months
8	Annual Audit	0%	300	Annual Audit represents this program's estimated cost for the required agency A133 audit. \$300/annual audit x 1 year
9	Insurance/Taxes/Licenses	1%	1,165	Insurance/Taxes/License represents the cost for general liability, as well as the cots to maintain the required licensure for the building. \$97.08/month x 12 months
	Total Services & Supplies		17,917	

III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Nuturing Parenting Groups, meetings, Peer Groups, Participant Graduation, and Child Care		3,000	Food will be provided, either as a meal or a snack. Food expense is calculated at \$250/month x 12 months.
	Total Food		3,000	

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Trainings & Meetings	Attend Trainings and Meetings	2,102	Due to the rural location of Needles, CA, staff must travel a minimum of 450 miles round trip to San Bernardino, CA in order to attend trainings/meetings, some of which are outside the San Bernardino area with additional miles. We have estimated 6 trips to San Bernardino, CA and 1 trip to Ontario, CA. The expenses for the trips are estimated as follows: Mileage - 450 miles x 7 trips x \$0.51/mile. Per Diem - \$55/day x 9 days.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: WestCare Arizona I, Inc.		DIRECTOR: Cheryl DeBatt		PROGRAM YEAR: 2017-2018	
PROGRAM TITLE: First 5 - Children and Families		PROGRAM DIRECTOR: Patricia Munson - Program Manager		TOTAL BUDGET: \$ 155,190	
INITIATIVE: Family Support Services		FINANCE OFFICER: Icy DuCreay - Regional Accountant		RFP/CONTRACT #: 14-02 FS075	
				We estimate about 1,230 miles per month for meetings, recruitment, travel to/from Needles, CA to/from Bullhead City, AZ, to purchase food, and correspond with our administrative offices. The expenses for travel are estimated as follows: Mileage - 1,120 miles/month x 12 months x \$0.51/mile (note: calculation based on 1,120 miles per month even though we estimate mileage at 1,230 miles per month)	
2	Local Mileage	Local Travel		6,854	
	Total Travel			8,956	
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:	
1	Donna McCorkle - Cleaning Services		6,000	Provide cleaning services for the building at \$500/month x 12 months.	
	Total Subcontractors		6,000		
VI. INDIRECT COSTS					
	Percent:	13%		17,163	Indirect costs are comprised of those administrative personnel and other costs that support the program and are not covered in the line item budget. The indirect cost rate approved by the Department of Health and Human Services for WestCare Foundation, Inc. is 26.7%. We are only requesting 13% of the federally approved indirect cost rate agreement.
	Basis:	WestCare has an approved indirect rate of 26.7% of total expenses less capital expenditures and sub awards.			
		We are only requesting 13% of the approved rate.			
	Total Indirect Costs			17,163	
TOTAL FIRST 5 BUDGET				155,190	

Program Model

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

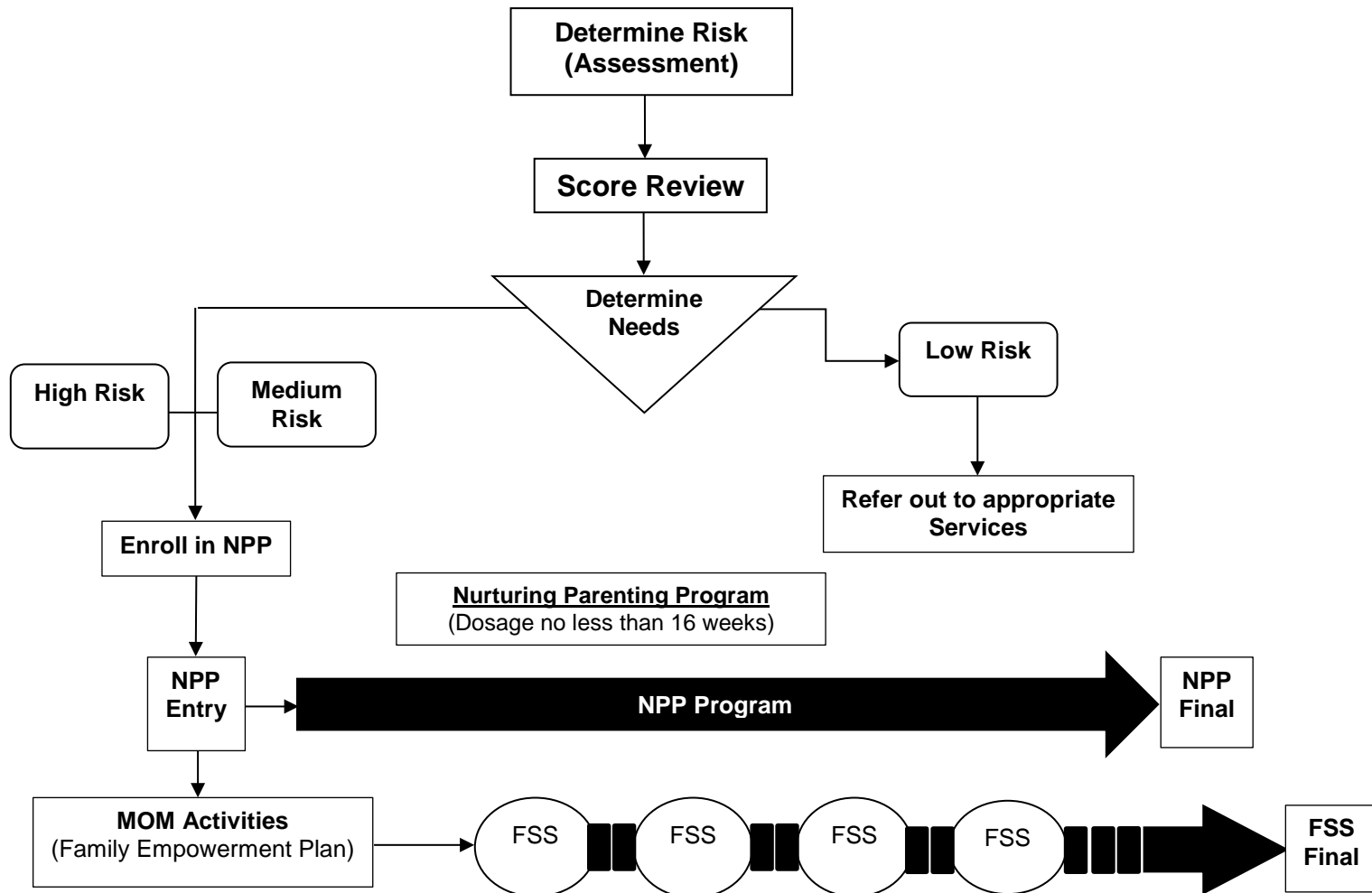
The MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see RFP 14-02 Exhibit C Program Model).

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

Funding Requirements and Expectations
<ul style="list-style-type: none"> ■ Must serve parents of children 0-5 ■ Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum ■ Must have a secured site in the proposed area of service(s) ■ Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs ■ The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks ■ Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate ■ Facilitators must be <u>certified</u> in the NPP at the time of contract award ■ Identified facilitators must have experience in group facilitation ■ Must provide child enrichment sessions in accordance with the selected NPP ■ Must provide parenting education programming at times that are convenient and accessible to parent’s schedules (weekends, evenings, etc.) ■ Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3 ■ Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP ■ Must demonstrate capacity to follow-up on referrals to ensure successful connections are made ■ Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time ■ Must include a supplemental parent-peer component ■ Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model
<ul style="list-style-type: none"> ■ Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are <u>not</u> an allowable expense. ■ Not designed to fulfill court-mandated parent education requirements

FCSP Program Model





AGENDA ITEM 4
MAY 6, 2015

Subject	Contract with Children's Fund for Children's Assessment Center services
Recommendations	Approve Contract SI021 with Children's Fund in the total amount of \$791,700 for Fiscal Years 2015-2018 to provide services to San Bernardino County children through the Children's Assessment Center. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)
Background Information	<p>Child abuse and neglect have both immediate and long-term health and mental health consequences. Abuse - particularly experienced when children are young - causes stress that can disrupt early brain and physical development, placing mistreated young children at higher risk for health problems as adults.</p> <p>In an effort to minimize these consequences and effectively serve young child abuse victims throughout San Bernardino County, First 5 San Bernardino (F5SB) has contracted with Children's Fund for the past three years to support the Children's Assessment Center (CAC), the only center of its kind in the county designed to serve victims of abuse through a multi-disciplinary model. Pending Commission approval, ongoing investment in this quality center will continue to assist our county's most vulnerable children.</p> <p>Established in 1994, the CAC serves as a comprehensive, one-stop program where children, who have experienced sexual/physical abuse or severe neglect, can be assessed, examined, and interviewed in one location by specially-trained Forensic Pediatricians. Child abuse victims are allowed to disclose their experience one time to all the appropriate personnel (such as representatives from the department of Children and Family Services, Sheriff, District Attorney, Behavioral Health, etc.) simultaneously in a child-friendly environment. In addition, the CAC promotes abuse prevention strategies in an effort to strengthen families and mitigate reoccurrences of abuse in the future. The CAC is a model collaborative and is nationally accredited through the National Children's Alliance.</p> <p>The Children's Assessment Center treats children from every area of San Bernardino County who are suspected victims of abuse. Approximately 45 – 50% of the children seen at the CAC are birth through age five.</p> <p>First 5 San Bernardino's ongoing support of the CAC will contribute to three important areas:</p> <ul style="list-style-type: none">▪ Helping Children – At least 600 abused children ages 0-5 will be cared for.▪ Training Parents – Toward prevention, 1,325 parents, pregnant teens, and other caregivers will receive tools and information to help them protect their children from abuse and effectively care for them.▪ Increasing the Capacity of Professionals – San Bernardino County professionals will be trained to better understand the specialty of child abuse and be well-equipped to identify and respond to incidents of abuse.

The percentage of substantiated child abuse and neglect cases in San Bernardino County have been steadily rising for the last 15 years – from a 1999 low of 9.8% to the 2013 high of 16.3%. Children ages 0-5 make up half of all substantiated cases of child abuse/neglect in California; they comprised 47% of all cases in 2013, up from 40% in 1998.

Given these startling statistics, it is imperative that the Children’s Assessment Center recruit and train more medical staff because they are currently operating at maximum capacity. To meet this demand into the future, this contract includes the addition of a nurse practitioner as well as time from a pediatrician (with First 5 support being proportionate to the number of 0-5 children served). These medical professionals would be trained to conduct the less complex child abuse medical examinations, (such as sexual abuse and sibling rule-outs) allowing the existing Forensic Pediatricians to focus on the more difficult physical abuse cases and also make it possible to continue to advance their knowledge of the increasingly complex field of child abuse. Overall, this increases our county’s capacity to respond to incidents of child abuse and reduces the current wait time for children to be seen at the center.

Recognizing the value and the need for this Center, multiple partners provide resources for the important work provided there. The County of San Bernardino has donated the building for the Center. Relevant county departments such as the District Attorney, as well as jurisdictional law enforcement agencies, Loma Linda University Children’s Hospital, the A. Gary Anderson Foundation, National Children’s Alliance, and San Manuel Band of Mission Indians contribute either staff and/or resources totaling more than \$965,000 per year with the A. Gary Anderson Foundation committing \$1 million over 3 years to ensure the success of the Center. These contributions are a collaborative leveraging to the First 5 SB support and ensure children beyond age 5 are also served. Still, the needs are immense and growing. Therefore, immediate care as well as prevention and capacity growth continue to be critical components to the future success of the Center.

As a result of this contract, vulnerable children will receive more timely treatment and improved quality of services; families will receive the therapy, support, and referrals they need to begin the healing process; and parents will receive the tools and information to help them keep their children safe from abuse.

Approval of this contract supports SPA 2 of First 5 San Bernardino’s Strategic Plan specifically, **Goal 2.1:** Leadership as a convener and partner and Objective Activities for **Objective 2.1.b:** Families, providers and stakeholders collaborate effectively to improve the well-being of the child.

Financial Impact

\$791,700 for Fiscal Years 2015-2018 (\$263,900 annually for three years)

Review

Sophie Akins, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:



Program Outline Document 2015-2018

AGENCY INFORMATION

Contract #: SI021

Legal Entity: Children's Fund

Dept./Division: _____

Project Name: Children's Assessment Center

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Phone #: (909) 379-0000

Website: www.childrensfundonline.org

Fax #: (909) 379-0006

Program Site Address: 700 East Gilbert Street
San Bernardino, CA 92415
No additional sites

Client Referral Phone #: (909) 379-0000

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Erin Phillips

Title: President and CEO

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: (909) 379-6021

Fax #: (909) 379-0006

E-Mail: erin.phillips@childrensfundonline.org

PROGRAM CONTACT

Name: Kristin Williams

Title: Program Specialist

Address: 700 East Gilbert Street
San Bernardino, CA 92415

Direct Phone #: (909) 382-3529

Fax #: _____

E-Mail: kristin.williams@childrensfundonline.org

FISCAL CONTACT

Name: Stacy Iverson

Title: Chief Operating Officer

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: (909) 379-6023

Fax #: (909) 379-0006

E-Mail: stacy.iverson@childrensfundonline.org

ADDITIONAL CONTACT (Describe): Program

Name: Nancy Wolfe **Title:** CAC Manager

Address: 700 East Gilbert Street **Direct Phone #:** (909) 382-3515
San Bernardino, CA 92415

Fax #: _____

E-Mail: nawolfe@llu.edu

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** Describe: Choose an item.
- Government Agency** Describe: Choose an item.
- Private Entity/Institution** Describe: Choose an item.
- Community-Based** Describe: Non Profit

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|--|--|---|
| <input type="checkbox"/> Health | <input type="checkbox"/> Early Screening and Intervention | <input type="checkbox"/> Health & Safety Education |
| | <input type="checkbox"/> Health Care Access | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Oral Health | _____ |
| <input type="checkbox"/> Education | <input type="checkbox"/> Early Education Programs | <input type="checkbox"/> Quality Provider Programs |
| | <input type="checkbox"/> Access to Quality Child Care | <input type="checkbox"/> Other: |
| | | _____ |
| <input type="checkbox"/> Family | <input type="checkbox"/> Parent Education | <input type="checkbox"/> Other: |
| | <input type="checkbox"/> Resource Center & Case Management | _____ |
| <input checked="" type="checkbox"/> Systems | <input type="checkbox"/> Integrated Systems Planning & Implementation | <input type="checkbox"/> Community Outreach |
| | <input type="checkbox"/> Countywide Information Referral Systems | <input checked="" type="checkbox"/> Other: |
| | <input type="checkbox"/> Organizational Capacity Building | Children's Assessment Center |
| | | _____ |

PROGRAM DESCRIPTION

- 1) Children's Fund will provide resource and referral through a multi-disciplinary team to children age 0-5 in an effort to decrease the effects of child abuse and to prevent potential for future child abuse.
- 2) Children's Fund will provide training to parents and caregivers and pregnant teens to help them protect their children from abuse and effectively care for them.
- 3) Children's Fund will ensure professionals are trained to better understand the specialty of child abuse and be well-equipped to identify and respond to incidents of abuse.

SERVICE AREA (LOCATIONS)

Countywide

COMMISSION LEVEL OUTCOMES

SPA 2: Systems and Networks

Goal 2.1: Leadership as a Convener and Partner

Objective 2.1.b: Families, providers and stakeholders collaborate effectively to improve the well-being of the child

ASSIGNED ANALYST: Bobbi Albano

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ 263,900
2016-2017	\$ 263,900
2017-2018	\$ 263,900
Total	\$ 791,700

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code CHILDRENSF		SC	Dept. 903	A	Contract Number SI021
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$791,700	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200		Contract Start Date July 1, 2015		Contract End Date June 30, 2018		Original Amount \$791,700
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	PROG	300	3357	SNLCPY16	\$263,900
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Children's Assessment Center (CAC)			FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY Amount I/D
			15-16	263,900	---	_____
			16-17	263,900	---	_____
			17-18	263,900	---	_____

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

Children's Fund _____

Department/Division _____

Address _____

348 West Hospitality Lane, Suite 110 _____

San Bernardino, CA 92408 _____

Phone _____

(909) 379-0000 _____

Federal ID No. _____

33-0193286 _____

Program Address (if different from legal address):

700 East Gilbert Street _____

San Bernardino, CA 92415 _____

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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I. DEFINITIONS

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

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.

Affordable Care Act (ACA): Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

Ages and Stages Questionnaire (ASQ-3): A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family's eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Caries: a biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

Carryover Clients: A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

Demonstrated Outcomes: Data supported evidence that indicators addressed through the program demonstrate marked improvement.

Dental Home: ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

Dental Screening: A visual assessment of the child's oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child's mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

Desired Results Development Profile (DRDP): An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Dosage: The frequency and level of exposure to services offered to the participant.

Evidence-Based: Refers to the use of research and scientific studies as a base for determining best practices.

Family Development Matrix (FDM): Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

Family Empowerment Plan: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs in a limited time frame based on a service plan and appropriately aligned with the Nurturing Parenting Program session. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

Nurturing Parenting: 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.

Nurturing Parenting: 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.

Nurturing Skills Competency Scale (NSCS): 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 95th percentile for children of the same age and sex within the ages of 2-19 years.

Outcome: The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

Overweight: Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

Parenting Education: Programs that improve knowledge and increase positive parenting skills.

Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

Participant: A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

Program Work Plan: A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome

expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

Quality Child Care: Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

Researched Based: See evidence-based: Using research as the basis for determining best practices.

Reasonable Rate of Success: Total number of program participants expected to successfully complete the program meeting the outcome targets.

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development.

Subcontractor: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

Uninsured: individuals not covered by health insurance.

Verification: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

Women, Infants, and Children (WIC): The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year.

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B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (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 1) working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. 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. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses

incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not

required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons excluding volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Commission's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.

7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or

ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

X. Attorney's Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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: www.first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month,

Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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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.

Initial Here

DD. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

EE. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

FF. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
- 2) Have not within a three (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 \$ 791,700 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 2015-16	\$ <u>263,900</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>263,900</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>263,900</u>	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.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly

reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the Contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

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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, 2015 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: Children's Fund
348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Commission: First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

XI. IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission Administrative Office. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

continued on next page

XIII. CONCLUSION

- A. This Contract, consisting of 23 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

CHILDREN'S FUND

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Erin Phillips
Printed Name

President and CEO
Title

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date

SPA 2: Systems and Networks
 Goal 2.1: Leadership as a Convener and Partner
 Objective 2.1.b: Families, providers and stakeholders collaborate effectively to improve the well-being of the child

**ATTACHMENT A
 WORKPLAN**



Agency Name: Children's Fund Contract #: SI021
 Program Name: San Bernardino County Children's Assessment Center (CAC) Fiscal Year: 2015 - 2018
 Service Area: Countywide

Expectations(s):	Access to systems of care to support the safety and positive development of children age 0-5		
Outcome(s):	Coordinated multi-disciplinary assessment team for children age 0-5; increase parent or caregiver awareness of child abuse prevention training; increase parent and caregiver awareness of safe child rearing practices and effective care.		
Objective	Activity	Dosage	Verification
Provide quality environment for abused and /or neglected children to be screened and interviewed through a multi-disciplinary approach (600 children)	Screening and Interview	Ongoing	Quarterly Reports
Provide training to new parents, caregivers and pregnant teens about child abuse prevention (1,325)	Training	Ongoing	Quarterly Reports
Train a nurse practitioner and pediatrician to effectively conduct child abuse medical exams. Also train social service professionals on how to better identify signs of abuse and increase understanding of reporting and referral protocols (2 med professionals and 30 social service professionals)	Professional Development Training	Ongoing	Quarterly Reports

Program Description:

Provide resource and referral through a multi-disciplinary team to children age 0-5 to decrease effects of child abuse, and prevent potential for future child abuse. Additionally, Children's Fund will provide training to parents, caregivers and pregnant teens to help them protect their children from abuse and ensure professionals are trained to better understand the specialty of child abuse and are well equipped to identify and respond to incidents of abuse.

Agency Rep Name: _____ Data Type: Aggregate
 Agency Signature: _____ Reporting Period: Quarterly Due: On the 15th
 Date Signed: _____ Program Cycle: July 2015 – June 2018



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Shay Daniel	Medical Program Specialist	0.50	31.25	1040	33%	32,500	10,725	43,225	86,450	50%	This position focuses on the medical service delivery system to improve quality, efficiency and access to CAC medical services. This includes scheduling and evaluation of clinic procedures and policies to ensure safe and sensitive patient care.
2	Kristin Williams	Admin/Fiscal Specialist	0.50	31.25	1040	33%	32,500	10,725	43,225	86,450	50%	Position includes financial management, administrative support, program evaluation and statistical reporting of the program. Also, assessing the goals of the clinic to analyze resource needs and determine budget projections as well as ensuring that appropriate financial systems and controls are in place to maintain integrity of the program. Prepares and provides program and financial reports to all relevant parties.
Total Salaries & Benefits									\$ 86,450			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Program Materials and Supplies	0.95%	2,500.00	Materials for use at the Children's Assessment Center, which may include: Art Supplies; Published Informational Materials/Brochures; Cleaning Supplies; Cooking Supplies; Dishes/Utensils; Toys (including therapy toys such as miniature figures, dolls, and easels); DVD's for prevention; other prevention/education related materials.
2	Participant Support and Incentives	0.27%	700.00	Incentives for use with parents/caregivers on site as well as at the child abuse prevention conference.
3	Marketing and promotion	0.38%	1,000.00	To promote the CAC overall as well as the child abuse prevention conferences held for at-risk parents.
4	Printing	0.25%	650.00	General printing costs and printing related to prevention materials; printing costs for the "Keep Me Safe" Child Abuse Prevention Conference.
5	Subscriptions	0.04%	100.00	Subscriptions to magazines for prevention and positive parenting as well as to literature on cutting edge information pertaining to assessing child abuse.
6	Office Supplies and Equipment	0.76%	2,000.00	General office supplies such as file folders, paper, pens, printer ink, etc. as well as any supportive office equipment necessary to the overall function of service delivery.
7	IT Support	0.57%	1,500.00	For technical support of relevant staff members.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

8	Staff Development	0.57%	1,500.00	To promote professional growth and development for staff. Includes training opportunities, conferences, webinars, etc.
9	Insurance	0.23%	600.00	Includes insurance cost proportionate to relevant staff to cover liability insurance.
10	Payroll Services	0.15%	400.00	For the processing of payroll (for pertinent staff) every other week.
11	Accounting Services	0.68%	1,800.00	For more complex accounting services as well as to strengthen internal controls.
Total Services & Supplies			\$ 12,750.00	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 On-site trainings and meetings, child abuse prevention conference.	1,200.00	Food for on-site training for parents/caregivers, child abuse prevention conference and multi-disciplinary team meetings.
2		
Total Food	\$ 1,200.00	

IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

1	Countywide	Travel needs related to quality program.	900.00	Travel to and from training opportunities throughout San Bernardino County as well as relevant meetings related to First 5 program.
Total Travel			900.00	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	Loma Linda University Children's Hospital - Clinic Manager	\$66,000	The Clinic Manager is responsible for the coordination of all aspects of the Children's Assessment Center. This includes organization of and participation in the Multidisciplinary Team and supervision of other CAC staff members; program development and management; financial management; staff management; and community outreach and education.
2	Loma Linda University Faculty Medical Group - Pediatrician Time	\$21,600	Pediatrician(s) would provide child abuse medical assessment services under the general supervision of the Medical Director of the clinic. This would include sexual abuse exams, sibling rule-outs and other assessments as needed and appropriate.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2015-2016**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2015-2016
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: S1021

3	Loma Linda University Medical Center Nurse Practitioner	\$75,000	The NP practices in collaboration with the supervising physician to provide age-specific and developmentally appropriate advanced nursing care and education for designated population of patients served; serves as a liaison and a resource for multidisciplinary healthcare team members, patients, and families; provides medical management and coordination of patients according to designated standardized procedures and in collaboration with the supervising physician.
	Total Subcontractors	\$162,600	
VI. INDIRECT COSTS			
	Percent:		
	Basis:		
	Total Indirect Costs	\$ -	
TOTAL FIRST 5 BUDGET		\$ 263,900	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

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	
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Total Salaries & Benefits									\$ 86,450			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1 Program Materials and Supplies	0.95%	2,500.00	Materials for use at the Children's Assessment Center, which may include: Art Supplies; Published Informational Materials/Brochures; Cleaning Supplies; Cooking Supplies; Dishes/Utensils; Toys (including therapy toys such as miniature figures, dolls, and easels); DVD's for prevention; other prevention/education related materials.	
2 Participant Support and Incentives	0.27%	700.00	Incentives for use with parents/caregivers on site as well as at the child abuse prevention conference.	
3 Marketing and promotion	0.38%	1,000.00	To promote the CAC overall as well as the child abuse prevention conferences held for at-risk parents.	
4 Printing	0.25%	650.00	General printing costs and printing related to prevention materials; printing costs for the "Keep Me Safe" Child Abuse Prevention Conference.	
5 Subscriptions	0.04%	100.00	Subscriptions to magazines for prevention and positive parenting as well as to literature on cutting edge information pertaining to assessing child abuse.	
6 Office Supplies and Equipment	0.76%	2,000.00	General office supplies such as file folders, paper, pens, printer ink, etc. as well as any supportive office equipment necessary to the overall function of service delivery.	
7 IT Support	0.57%	1,500.00	For technical support of relevant staff members.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

8	Staff Development	0.57%	1,500.00	To promote professional growth and development for staff. Includes training opportunities, conferences, webinars, etc.
9	Insurance	0.23%	600.00	Includes insurance cost proportionate to relevant staff to cover liability insurance.
10	Payroll Services	0.15%	400.00	For the processing of payroll (for pertinent staff) every other week.
11	Accounting Services	0.68%	1,800.00	For more complex accounting services as well as to strengthen internal controls.
Total Services & Supplies			\$ 12,750.00	

III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	On-site trainings and meetings, child abuse prevention conference.		1,200.00	Food for on-site training for parents/caregivers, child abuse prevention conference and multi-disciplinary team meetings.
Total Food			\$ 1,200.00	

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

1	Countywide	Travel needs related to quality program.	900.00	Travel to and from training opportunities throughout San Bernardino County as well as relevant meetings related to First 5 program.
	Total Travel		900.00	

V. SUBCONTRACTORS

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	Loma Linda University Children's Hospital - Clinic Manager	\$66,000	The Clinic Manager is responsible for the coordination of all aspects of the Children's Assessment Center. This includes organization of and participation in the Multidisciplinary Team and supervision of other CAC staff members; program development and management; financial management; staff management; and community outreach and education.
2	Loma Linda University Faculty Medical Group - Pediatrician Time	\$21,600	Pediatrician(s) would provide child abuse medical assessment services under the general supervision of the Medical Director of the clinic. This would include sexual abuse exams, sibling rule-outs and other assessments as needed and appropriate.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2016-2017**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

3	Loma Linda University Medical Center Nurse Practitioner	\$75,000	The NP practices in collaboration with the supervising physician to provide age-specific and developmentally appropriate advanced nursing care and education for designated population of patients served; serves as a liaison and a resource for multidisciplinary healthcare team members, patients, and families; provides medical management and coordination of patients according to designated standardized procedures and in collaboration with the supervising physician.
	Total Subcontractors	162,600.00	
VI.	INDIRECT COSTS		
	Percent:		
	Basis:		
	Total Indirect Costs	\$ -	
TOTAL FIRST 5 BUDGET		\$ 263,900.00	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

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	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Shay Daniel	Medical Program Specialist	0.50	31.25	1040	33%	32,500	10,725	43,225	86,450	50%	This position focuses on the medical service delivery system to improve quality, efficiency and access to CAC medical services. This includes scheduling and evaluation of clinic procedures and policies to ensure safe and sensitive patient care.
2	Kristin Williams	Admin/Fiscal Specialist	0.50	31.25	1040	33%	32,500	10,725	43,225	86,450	50%	Position includes financial management, administrative support, program evaluation and statistic reporting of the program. Also, assessing the goals of the clinic to analyze resource needs and determine budget projections as well as ensuring that appropriate financial systems and controls are in place to maintain integrity of the program. Prepares and provides program and financial reports to all relevant parties.
Total Salaries & Benefits									\$ 86,450			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

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Total Services & Supplies			\$ 12,750.00	

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Total Food	\$ 1,200.00	

IV. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

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	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-2018**

ORGANIZATION: Children's Fund	DIRECTOR: Erin Phillips, President & CEO	PROGRAM YEAR: 2017-2018
PROGRAM TITLE: Children's Assessment Center	PROGRAM DIRECTOR: Nancy Wolfe, CAC Clinic Manager	TOTAL BUDGET: \$ 263,900.00
INITIATIVE:	FINANCE OFFICER: Stacy Iverson, COO	RFP/CONTRACT #: SI021

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	Total Subcontractors	162,600.00	
VI. INDIRECT COSTS			
	Percent:		
	Basis:		
	Total Indirect Costs	\$ -	
TOTAL FIRST 5 BUDGET		\$ 263,900.00	



**AGENDA ITEM 5
MAY 6, 2015**

Subject	Amendment A1 for Contract IC022 with Persimmony International, Inc.
Recommendations	Approve Amendment A1 to Contract IC022 with Persimmony International Inc., for two years in the amount of \$155,390, for a cumulative total amount of \$921,919 for Fiscal Years 2012 - 2017 to provide a web-based data system. (Presenter: Scott McGrath, Supervisor, 252-4259)
Background Information	<p>Persimmony International Inc. (Persimmony) provides a web-based data system to enhance, centralize, and modernize the evaluation efforts for many County Commissions including First 5 San Bernardino (F5SB). Persimmony has been developing software solutions for education, government, and healthcare organizations since 1994. The organization's core competency is to develop and deploy easy-to-use Internet-based data management solutions that promote outcomes measurement for increased health, human service, education, and government accountability. F5SB began utilizing Persimmony for database management and evaluation in 2007. In 2012, F5SB entered into a contract with Persimmony for such services.</p> <p>A fundamental concept of the F5SB program is to effectively evaluate program effectiveness and measure outcomes. This principle is reflected in Section 130100(b) of the California Children and Families Act, which states that "... the state and county commissions shall use outcome-based accountability to determine future expenditures."</p> <p>The primary features of this data base are:</p> <ol style="list-style-type: none">1) It aligns with the State reporting requirements2) Provides minimal disruptions with our existing agencies3) Finance/Invoicing Features4) Unlimited number of customized reports that pull data from core and aggregate performance measures. <p>These primary features align with First 5 evaluation needs and Persimmony has been widely accepted by contracted agencies who have become accustomed to utilizing the system. Recently, four First 5 Commissions in the southern region of California (First 5 Riverside, First 5 Los Angeles, First 5 Ventura and the Children and Families Commission for Orange County) contracted with Persimmony joining F5SB and First 5 San Diego in the use of the database. This allows the six commissions to look at data at the regional level for the first time. As a result of the primary features, an established evaluation system in place, and the opportunity for regional data sharing and evaluation now possible, First 5 Staff recommends a two-year extension to contract IC022 with Persimmony for Fiscal Years 2015-2016 and 2016-2017.</p> <p>Approval of a two-year contract extension will result in an annual discount of \$70,610 per year. This discount is due to the long standing relationship with Persimmony which now requires less technical assistance and less need for building</p>

of infrastructure.

Pending Commission approval, this contract will allow F5SB to monitor process and utilize data entered by contracted agencies providing First 5 with the ability to report outcomes which significantly guides the Commission in making decisions for future funding of programs.

Financial Impact

\$921,919 for Fiscal Years 2012-2017

Review

Sophie Akins, Commission Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:



Program Outline Document 2015-2017

AGENCY INFORMATION

Contract #: IC022 A1

Legal Entity: Persimmony International Inc.

Dept./Division: _____

Project Name: _____

Address: 33 Endless Vista
Aliso Viejo, Ca. 92656

Phone #: (949) 770-5550

Website: www.persimmony.com

Fax #: (949) 770-5550

Program Site Address: same

Client Referral Phone #: (949) 770-5550

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Michael Kogus

Title: President and CEO

Address: 33 Endless Vista
Aliso Viejo, Ca. 92656

Direct Phone #: (949) 770-5550

Fax #: (949) 770-5550

E-Mail: Michael@persimmony.com

PROGRAM CONTACT

Name: Judson Slusser

Title: Chief Operating Officer

Address: 33 Endless Vista
Aliso Viejo, Ca. 92656

Direct Phone #: (949) 4228183

Fax #: (949) 770-5550

E-Mail: Judson@persimmony.com

FISCAL CONTACT

Name: Judson Slusser

Title: same

Address: _____
same

Direct Phone #: same

Fax #: same

E-Mail: same

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution Describe: _____
- Government Agency Describe: _____
- Private Entity/Institution Describe: _____
- Community-Based Describe: _____

FIRST 5 FOCUS AREA

- Health
- Education
- Family
- Systems

STRATEGY

- Early Screening and Intervention Health & Safety Education
- Health Care Access Other: _____
- Oral Health
- Early Education Programs Quality Provider Programs
- Access to Quality Child Care Other: _____
- Parent Education Other: _____
- Resource Center & Case Management
- Integrated Systems Planning & Implementation Community Outreach
- Countywide Information Referral Systems Other: Evaluation/Web-based data system
- Organizational Capacity Building

PROGRAM DESCRIPTION

Persimmony International Inc. provides a web based data system to enhance, centralize and modernize the evaluation efforts for many County Commissions including First 5 San Bernardino (F5SB). Persimmony International, Inc. has been developing software solutions for education, government and healthcare organizations since 1994. The organization’s core competency is to develop and deploy easy-to-use Internet-based data management solutions that promote outcomes measurement for increased health, human service, education and government accountability.

SERVICE AREA (LOCATIONS)

COMMISSION LEVEL OUTCOMES

ASSIGNED ANALYST: William Kariuki

CONTRACT AMOUNT

Fiscal Year	Amount
2012-2013	\$ 203,713
2013-2014	\$ 203,713
2014-2015	\$ 203,713
2015-2016	\$ 155,390
2016-2017	\$ 155,390
Total	\$ 921,919

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code PERSIMM801		SC	Dept. 903	A	Contract Number IC022 A1
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$921,919	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200		Contract Start Date July 1, 2012		Contract End Date June 30, 2017		Original Amount \$611,139
						Amendment Amount \$921,919
Fund RRC	Dept. 903	Organization PROG	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.	Amount \$155,390
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Evaluation Database System				Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D	
			12-13	203,713		16-17 155,390 I
			13-14	203,713		
			14-15	203,713		
			15-16	155,390	I	

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)
Persimmony International, Inc.
 Department/Division _____
 Project Name _____
 Address
33 Endless Vista
Aliso Viejo, CA 92656

Program Address (if different from legal address):

 Phone
(949) 770-5550
 Federal ID No.

AMENDMENT NO. 1

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Commission and Contractor previously entered into Contract No. IC022 on July 1, 2012, (Contract) wherein Contractor agreed to provide a web based data system to enhance, centralize and modernize the evaluation efforts to the Commission; and

WHEREAS, Paragraph C, of Section I allows the parties to extend the term of the Contract upon mutual agreement; and

WHEREAS, the parties hereby desire to modify the Contract to extend the term of the Contract, specify the annual compensation to be received by Contractor for the extended term as well as make clarify the scope of services and program budget for the extended term.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. Paragraph A of Section I, TERM, is amended as follows:

A. This Contract is effective commencing July 1, 2012 and expires June 30, 2017, but may be terminated earlier in accordance with provisions of paragraph below or Article X of this Contract.

Initial Here

2. Paragraph C of Section, TERM, is amended as follows:

C. The Contract term may be extended for one (1) additional, two year period upon the mutual written agreement of the parties.

3. Paragraph A of Section VIII, FISCAL PROVISIONS, is amended as follows:

A. Contract Amount

The maximum amount of reimbursement under this contract shall not exceed \$921,919 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 payments for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2012-2013	\$ <u>203,713</u>	July 1, 2012 through June 30, 2013
Fiscal Year 2012-2013	\$ <u>203,713</u>	July 1, 2013 through June 30, 2014
Fiscal Year 2014-2015	\$ <u>203,713</u>	July 1, 2014 through June 30, 2015
Fiscal Year 2015-2016	\$ <u>155,390</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-2017	\$ <u>155,390</u>	July 1, 2016 through June 30, 2017

Initial Here

4. Paragraph A of Section XI, GENERAL PROVISIONS, is amended as follows:

A. Notices

When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Persimmony International Inc.
33 Endless Vista
Aliso Viejo, CA 92656

Commission: First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

continued on next page

5. The following exhibits attached to this Amendment No. 1 shall be appended to the Contract as Attachments A and B to the Contract, as identified on the exhibits.

Attachment A – Amended Scope of Service for 2015-2017
 Attachment B – Amended Program Budget for 2015-2017

6. All other terms and conditions of this contract shall remain in full force and effect.

**CHILDREN & FAMILIES COMMISSION FOR
 SAN BERNARDINO COUNTY**

PERSIMMONY INTERNATIONAL, INC.

Legal Entity

▶

 Authorized Signature

Linda Haugan

 Printed Name

Commission Chair

 Title

 Dated

▶

 Authorized Signature

Michael Kogus

 Printed Name

President & CEO

 Title

 Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner _____ Operations Manager _____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Sophie Akins _____ Commission Counsel _____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott _____ Executive Director _____ Date</p>
--	--	---

CONTRACTOR'S SCOPE OF SERVICE 2015-2017
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Contractor shall, under the terms and conditions of this Agreement provide Commission with (A) a limited and non-exclusive license to use Contractor's Software, (B) hosting of the server necessary to run Software, (C) training, software support, and online training videos, and (D) unlimited customization of Software reports, assessments and field values as described in this exhibit.

1. PERSIMMONY POINT OF CONTACT AND FACE-TO-FACE MEETINGS

- A. Contractor shall, under the terms and conditions of this Agreement provide project management services to assist Commission in implementing and using Contractor's Software.

Lead Project Manager: Michael Kogus of Perssimmony International, Inc.
Contact Information:

Persimmony International, Inc
Attn: Michael Kogus
33 Endless Vista
Aliso Viejo, CA 92656
Phone (949) 770-5550
Fax (949) 770-5550

- B. Contractor shall participate in a minimum of 2 (to be scheduled) face-to-face meetings for each fiscal year (FY2015-2016 and FY2016-2017). Face-to-face meetings to be scheduled at times compatible for Commission as well as Contractor staff.

NOTE: Virtual meetings can/do occur as needed, as often as needed.

2. PROVIDE SUPPORT TO AUTHORIZED USERS

Contractor shall under the terms and conditions of this Agreement, provide software support, database access, training, and all other services described in this Agreement solely to "authorized users" which includes the officers, employees, agents and contractors of Commission and officers, employees, agents and contractors of programs receiving direct grants through Commission. Initial set-up of new users and/or agencies will be completed by Contractor. After the completion of the initial rollout, addition of new users and/or agencies and setup of new users and agencies (assigning passwords and creating shortcuts, etc) shall be the responsibility of the Commission. Commission bears the sole responsibility of ensuring that only authorized users access Software. All access and use of Software by the authorized users is subject to the terms of the non-exclusive, non-transferable license for the purposes of processing by internal data related to program and contract planning, development, management, monitoring and evaluation. Authorized users may not use the Software for any purpose other than those expressly authorized hereunder. The uses that authorized users shall not make of the Software include, but are not limited to: (i) using the Software to provide data processing services to any third persons; (ii) making copies of the Software for distribution to third parties; (iii) reverse-engineering or decompiling the Software for the purpose of designing, or developing a Software competitive with Contractor's Software.

3. PERSIMMMONY SOFTWARE SUPPORT

Contractor shall, under the terms and conditions of this Agreement, provide software support to authorized users and troubleshoot system problems in accordance with the following specifications:

- Online support requests made by authorized Software users ("Requestor" for the purposes of this software support provision) received through e-mail or online form submissions will be responded to via three modes of communication: (1) telephone; (2) e-mail; or (3) remote desktop technology, depending on the nature of support request and discretion of Contractor for which support method it deems reasonable. Requestor will be solely responsible for all telephone, Internet and other communication charges that Requestor incurs from any support related activities. If Contractor deems remote desktop support necessary, using the remote desktop technology, Requestor will be solely responsible to ensure that Requestor's network does not block access for use of such technology by Contractor.
- Authorized users can access free technical support via toll-free phone or via e-mail during Contractor's regular business hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding national holidays. Response times cannot be guaranteed, however typical response times to resolve most issues is within four hours of the initial request. Contractor cannot be held liable for extended delays in technical support response times related to acts of God, third party communication systems failures and other unforeseeable events which may impact response times. 24 hour call back emergency assistance is available seven days a week for emergencies covering system failures or other emergency needs.

4. PERSIMMMONY DATABASE CUSTOMIZATION

Contractor shall during the term of this Agreement provide reasonable customization at no additional fee to all existing database functionality in order to meet the needs of Commission; including customization of the following modules and features within the Software:

- Clients Module
- First 5 Module
- (M)DRDP functionality
- ASQ functionality
- Finance/Invoicing Module
- Referral Module
- Contract Monitoring Tools and Reports
- Unlimited number of customized reports that pull data from any of the modules listed above (reports, charts, graphs, and/or GIS).
- Unlimited number of customized surveys.

5. PERSIMMONY DATA EXPORTS

Contractor shall during the term of this Agreement provide data exports of all Commission-owned data within the database at no additional fee. An annual data export will be provided to Commission so that the Commission can have a back-up of all of its data. Data export requests by authorized Commission staff can be requested throughout the term of this Agreement provided that these requests are made with reasonable notice and time for Contractor to export the data.

6. HOSTING SERVER ACCESSIBILITY AND UPTIME

Contractor agrees to host Software on its server for the term of this contract. Server accessibility is granted only to authorized users pursuant to this Agreement. Commission agrees to reasonably maintain all client computers which access the Contractor's server to be free of viruses, worms or other malicious software. Contractor is not liable for data loss related to malicious software contained within the data of or with any correspondence of Commission. Authorized users must maintain industry minimum host computer specifications in order to access the Software; Contractor is not responsible for host computer hardware or software failures which restrict the users' ability to access the Software. Contractor agrees to provide 24 hour access to its server; server access may be unavailable in the event of routine maintenance, unexpected hardware failure, malicious attacks such as denial of service attacks, or other unforeseeable events which restrict outside access to the server. Contractor agrees to perform routine backups of all data and maintain these backups for a reasonable amount of time.

7. SOFTWARE TRAINING

Contractor shall, under the terms and conditions of this Agreement provide the following training options for authorized users:

- Train-The-Trainer (T3): Comprehensive training will be provided to select individuals who may train all subsequent authorized users of the Commission on Software. This option is most beneficial when the Commission has internal staffing that will be held accountable for specific data and evaluation-related functions for Software.
- Classroom Training with One-On-One Follow-Up: Classroom training will be provided in large group format for all new users. This option is best implemented when moving from one data system to another or when a large group of new users need to be trained quickly. For users who may request or require follow-up training, Contractor will provide virtual one-on-one follow-up sessions.
- Just-In-Time Video Training: Contractor will provide all authorized users access to video training 24-hours a day, seven days a week which provides training "just in time" for any of the data entry screens in the system. The SHOW ME videos provide step-by-step demonstrations on how to enter data, run reports and setup new fields; all at a pace that is comfortable for the user who can stop, repeat or get back to any portion of the video training at any time.

8. PERFORMANCE

Contractor shall, under the terms and conditions of this Agreement configure, support, and, allow access to and train users on its Software for the Commission to enter data into the Contractor's software and allow the Commission to query data, run reports and analyze data using the Software. Completion of the Tasks or Milestones contained within the Project Plan satisfies the Contractor's performance requirements of this Agreement.

PERSIMMONY BUDGET	FY15-16 July 1 2015 to June 30, 2016	FY16-17 July 1 2016 to June 30, 2017
ASP Operations, Software License, Software Updates and System Maintenance for Standard Persimmony First 5 Online Database <i>First 5 San Bernardino Discount</i> <i>Persimmony Best Partner Discount</i>	\$226,000 \$189,500 \$155,390	\$226,000 \$189,500 \$155,390
Persimmony Users Group Membership; includes all approved User Group database enhancements for the Standard Persimmony product.	\$0	\$0
One-on-one virtual training for Commission Staff: How to use Software (including re-training, new hire training, and just-in-time training) and second-tier tech support for First 5 San Bernardino's Tech Support Personnel. (Yearly flat rate) <i>First 5 San Bernardino Discount</i>	\$10,000 \$0	\$10,000 \$0
On-Demand Data Exports <i>First 5 San Bernardino Discount</i>	\$1,200 \$0	\$1,200 \$0
Sub-Total	\$155,390	\$155,390
TOTAL FEES	\$155,390	\$155,390

CUSTOMIZATION FEATURES FOR THE LIFE OF THE CONTRACT

UNLIMITED REPORTS: Customize an unlimited number of reports developed specifically for any First 5 San Bernardino stakeholder for 24/7 access to up-to-the-minute data with point and click reporting.	Included in Price	\$0
UNLIMITED SURVEYS: Add or customize an unlimited number of surveys/questionnaires developed for any First 5 San Bernardino stakeholder for 24/7 access (e.g., MDRDP, DRDP, ASQ surveys, Parent Behavior Checklists, program questionnaires, surveys for grantees, etc.).	Included in Price	\$0
CUSTOMIZED DATA FIELDS: Customization of all existing data field drop-down options.	Included in Price	\$0
CUSTOM FIELDS: Add/modify/hide any data field within the Persimmony First 5 database.	Included in Price	\$0
DELETING CLIENTS: Restrict or allow funded program users the rights to delete clients.	Included in Price	\$0
DELETING SERVICES: Restrict or allow funded program users the rights to delete services.	Included in Price	\$0
PARTIAL DATA ENTRY: Restrict or allow funded program users the rights to add incomplete data.	Included in Price	\$0
USER DASHBOARD: Customized dashboard.	Included in Price	\$0
AGENCY SETUP: First 5 San Bernardino staff can setup/add/modify an unlimited number of agencies within the system 24/7.	Included in Price	\$0
CONTRACT SETUP: Add an unlimited number of contracts within the system 24/7.	Included in Price	\$0
CONTRACT RENEWAL AND TERMINATION: Automated contract renewal is just one click to renew a funded program from one year to the next while terminating contracts are automatically closed without user intervention.	Included in Price	\$0
STRATEGIC PLAN: Integrated strategic plan (from 1 to 4 levels).	Included in Price	\$0
SYSTEM REMINDERS AND E-MAIL BLASTS: Unlimited number of automated e-mail communiques to all or selected system users; as well as an unlimited number of automated reports delivered by e-mail to all or selected system users.	Included in Price	\$0
STATE UPLOAD: Unlimited number of local values aggregated into the state upload with the ability to combine state and local surveys into one survey tool, complete Part 3 online, review and validate state upload data integrity, and submit to the state with a single click.	Included in Price	\$0



**AGENDA ITEM 6
MAY 6, 2015**

Subject	First 5 San Bernardino Capital Asset Policy
Recommendations	Approve CFC SB Policy 15-02 to establish the First 5 San Bernardino policy for capitalizing, safeguarding, and depreciating capital assets. (Presenter: Debora Dickerson, Administrative Supervisor II, 252-4269)
Background Information	<p>Historically, First 5 San Bernardino (F5SB) has followed the guidance of the County of San Bernardino (County) when capitalizing F5SB assets. F5SB is committed to designing and following policies and procedures to accurately account for, safeguard, and properly expense capital expenditures. Therefore, F5SB management has drafted control procedures and policies based on County guidance but tailored to F5SB's specific needs.</p> <p>Capitalization of an asset allows an organization to account for the expenditure of long-lived assets (defined as greater than one year) over several reporting periods, or fiscal years. Capital assets appear on the financial statements as assets and are depreciated, or systematically allocated over the periods the assets are used for program purposes. Capitalization and depreciation of assets is required, when preparing accrual basis financial statements, to comply with Generally Accepted Accounting Principles (GAAP).</p> <p>The purpose of this policy is to generate a F5SB-specific Capital Asset Policy and authorize the F5SB Executive Director to implement the Capital Asset Policy by aligning F5SB's practices and control environment with said policy.</p> <p>Pending Commission approval, this policy would go into effect immediately.</p>
Financial Impact	None
Review	Sophie Akins, Commission Counsel

Report on Action as taken	
Action:	
Moved: _____	Second: _____
In Favor:	
Opposed:	
Abstained:	
Comments: _____	
Witnessed:	



Number 15-02

Effective 05-06-2015

Page 1 of 5

CAPITAL ASSET POLICY

Approved:

Chair, Linda Haugan

PURPOSE	The purpose is to set forth the First 5 San Bernardino (F5SB) policies regarding capital asset purchases, capitalization, and depreciation in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Statement Nos. 34 and 51, and Chapter 4, Section 4.4.5 of the First 5 California Financial Management Guide, issued March 2011.
POLICY	It is the policy of F5SB to consistently identify, depreciate, and safeguard capital assets following guidelines outlined in this policy.
GUIDELINES	Capital assets are broadly defined as tangible and intangible financial resources that have a useful life of more than one year. Capital assets include such items as land, structures and improvements, furniture, equipment and software (purchased, constructed, or developed by the Commission).

Reporting Capital Assets

Capital assets shall be reported at the historical cost to acquire, develop, or construct. Capital assets shall be expensed over their estimated useful lives in the form of depreciation (tangible) or amortization (intangible) expense.

Some real property projects may include the acquisition or construction of more than one asset class. These projects require that the costs be allocated to the proper asset class so the expenditures can be properly depreciated over their useful lives. The construction of a building would include costs allocated to the structure, but may also require the purchase of land or improvements to the land (e.g., landscaping, sidewalks).

These costs should include items that are directly attributable to the asset's acquisition or construction, such as:

- Purchase price or construction cost
- Closing costs
- Site preparation costs
- Labor
- Materials

GUIDELINES,
CONT.

- Professional fees
- Installation
- Taxes

Donated capital assets shall be reported at their estimated fair market value plus any charges directly attributable to the asset on the date of acceptance by the Commission.

Improvements (betterments) add new value to existing capital assets by either 1) increasing the asset's capacity or serviceability, or 2) extending the asset's total estimated useful life.

The cost of normal maintenance and repairs that returns a capital asset to its original condition and does not add to the value of the asset or materially extend the life of the asset, regardless of amount, is not capitalized. Since maintenance and repairs provide no additional value, their costs should be recognized as an expense when incurred.

Equipment includes moveable personal property with a useful life that extends beyond a single reporting period and is not permanently installed within a structure, but is removable for trade-in, sale, transfer, etc. Equipment includes such items as furniture, machines, computers, and vehicles. Expenditures for equipment should be capitalized when the purchase price or construction cost is \$5,000 or more per unit. The value of lease-purchase equipment should be capitalized upon receipt of the item even though payments will be made over several years. The amount to be recorded under a lease-purchase is the lower of the present value of the minimum lease payments or the fair value of the leased property.

Computer software, consistent with GASB Statement No. 51, should be capitalized as an intangible capital asset and amortized over its anticipated useful life if it (1) Is generated internally, for internal use, and has a cost of \$100,000 or more; or (2) Is purchased or licensed at a cost greater than \$5,000.

Tenant (leasehold) improvements are major improvements to property used by the Commission, under a non-cancellable multi-year operating lease, which include functional or structural changes to the leased space that revert back to the lessor. The improvements either, increase the usefulness or the value of the space, and provide benefits over an extended period of time. To capitalize the tenant improvements, the costs must meet or exceed the Commission's threshold criteria for leasehold improvements. The improvements will be amortized over the life of the lease term (taking into account probable renewals).

Depreciation

Depreciation is the systematic and rational allocation of the historical cost of a capital asset over its estimated useful life. Land and construction-in-progress are

GUIDELINES,
CONT.

typically not depreciated. The Commission is responsible for establishing the useful life and depreciation method for each class of capital asset. Depreciation begins when the asset is ready or available for service. If, in the first year, the asset was not used the entire fiscal year, the depreciation deduction is prorated proportionately based on the number of months the asset was in service. The Commission uses a straight-line method.

Useful Life Ranges

Maximum useful lives were determined by considering the guidance provided in the "Guide for Capitalization and Depreciation of Capital Assets," prepared by the Office of Statewide Reporting and Accounting Policy, to comply with the requirements of GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*. Items that have useful lives of one (1) year or less are not capitalized. The Commission shall use the following useful lives:

- Office furniture & fixtures – 10 years
- Automobiles – 5 years
- Computers and peripheral equipment – 5 years
- Office machinery and equipment other than computers – 6 years
- Computer software developed or purchased for internal use – 3 years
- Leasehold improvements – the lesser of 40 years (for building improvements) or the term of the lease

Summary of Capitalization Thresholds

Although the service life of certain buildings, improvements, and equipment, may extend beyond one year, the Commission has established minimum capitalization thresholds for administrative purposes. All purchases below the applicable class threshold are to be expensed in the current period.

Class	Capitalization Threshold
Equipment, Furniture, & Vehicles	\$ 5,000
Computer Software	\$ 100,000
Leasehold Improvements	\$ 50,000

Financial Statement Reporting

GASB Statement No. 34, requires capital assets to be reported on the government-wide Statement of Net Assets and in the Notes to Financial Statements. In accordance with Statement No. 34, the Commission shall make the following four distinctions in the Statement of Net Assets and in the Notes to Financial Statements:

**GUIDELINES,
CONT.**

1. Capital assets related to governmental activities that must be reported separately from those related to business-type activities.
2. Different major classes of capital assets.
3. Capital assets that are not being depreciated.
4. Accumulated depreciation that must be reported separately for each major class of depreciable capital assets. In addition, the following must also be reported:
 - a. The historical cost of capital assets (or their fair value at the time of donation)
 - b. Accumulated depreciation
 - c. Additions during the period
 - d. Deletions during the period

In the format of the disclosure, the Commission shall demonstrate the change between the beginning and ending book values.

Safeguarding Capital Assets

The Commission is accountable for ensuring that capital assets are adequately protected from damage, destruction, theft, and loss. To that end, the Commission must account for all capital asset acquisitions and dispositions.

The Commission shall adhere to the following procedures to safeguard and control capital assets:

1. The Executive Director and the Operations Manager have expenditure authority for the acquisition of capital assets as specified in Contracting Authority Policy No. 02-03 A4-5, as may be amended by the Commission.
2. The fair market value as of the date of donation shall be recorded for donated capital assets.
3. All capital assets having a value of more than \$5,000 and a useful life of one year or more shall be monitored through the following inventory controls:
 - A. Pertinent data on capital assets (including description, vendor, object code, payment document number, cost, serial number, and Service Tag Number, if applicable) shall be recorded on an inventory control listing in the period that the expenditure is identifiable in the Financial Accounting System. If the funding source of an asset is a grant, or the asset is acquired by gift or donation, the source or donor should be identified. If multiple funding sources apply, all sources should be identified.
 - B. A periodic physical inventory shall be taken of all capital assets.

GUIDELINES,
CONT.**Non-Capital Asset Identification**

Certain equipment, which is not classified as capital equipment, regardless of the price of acquisition, shall be tagged with the County of San Bernardino's Equipment Service Tag to aid in the identification and control of the asset. The identification number shall be recorded on the asset listing. Items tagged include:

- Computers
- Monitors
- Servers
- Audio visual equipment
- Printers
- Cameras

Responsibility for tagging of assets depends on which department receives the asset. If the asset is received by the Information Services Department (ISD), then ISD will tag the asset. If the asset is received by F5SB, then F5SB shall submit to ISD a copy of the *Purchase Order*, a copy of the invoice and any pertinent information that may be missing from the invoice, such as the make and model and the serial number of the item. ISD will issue and send the Service Tag to F5SB and the Supervising Office Assistant (SOA) shall be responsible for ensuring that the asset is tagged.

Listing of Capital Assets and Other Non-Capital Assets

A listing of all Commission assets (including assets that do not meet the dollar threshold to be classified as capital assets, but require control) shall be maintained by the Accountant III. Removals or relocation of assets shall be documented by the SOA, or the Office Assistants assigned to report to the SOA, on the *Transfer of Office Equipment* form. The information provided on the *Transfer of Office Equipment* form shall be the source document for removal or reassignment of equipment made to the equipment listing. Items that are checked out are not documented on the *Transfer of Office Equipment*. If an item is checked out, then the temporary transfer of equipment shall be documented on an *Equipment Issuance Request* and the Equipment Issuance Procedure should be followed.

The Commission shall take a periodic inventory of all tangible equipment included on the listing of capital and non-capital assets.

Disposition of Capital Assets

Capital assets may be sold, surplus, donated to contracted service providers, or traded in for new assets. Regardless of the manner of disposition or the amount of the proceeds, the asset must be removed from the capital assets listing at its recorded value. The Commission shall record any disposition proceeds in the revenue account.



AGENDA ITEM 7
MAY 6, 2015

Subject	"Potter the Otter Day" Video Contest
Recommendations	Receive information regarding "Potter the Otter Day" Video Contest (Presenter: Leslie Fountain, Media Specialist II, 252-4283)
Background Information	<p>In 2010, First 5 Santa Clara County, in partnership with local community agencies, developed a strategic plan to combat the growing epidemic of obesity in our youngest children. One strategy was to engage children and families through a children's book that highlighted a healthy lifestyle.</p> <p>In 2011, the Santa Clara County Commission published "Potter the Otter: A Tale About Water," a storybook that narrates the tale of an otter who teaches his friends to avoid sugar-sweetened beverages. The book also includes an educational component for parents and caregivers.</p> <p>Since the launch of the book, nearly 800,000 copies have been distributed by roughly 200 schools, hospitals, government agencies, and organizations throughout the United States, Canada, and Australia. The book has now been translated into Spanish, Chinese, Vietnamese, and French. Due to the effectiveness of this strategy, First 5 Santa Clara has developed two new Potter the Otter books to address physical activity and healthy eating.</p> <p>First 5 San Bernardino (F5SB) began distributing the books in 2011 with great reception. The books have been influential in children's dietary choices according to many parents. Copies of all three books are available at First 5 San Bernardino for children 0-5.</p> <p>On April 1, 2015, F5SB's community engagement staff launched the first ever "Potter the Otter Day Video Contest" via social media and on the F5SB website. Participants were invited to submit a short video demonstrating how they "stay healthy like Potter the Otter". Three videos were submitted, all by First 5 contracted agencies; Reach Out West End, Town of Apple Valley, and City of Rialto. The winner of the contest will be determined by how many "likes" their video receives by April 30, 2015.</p> <p>The winner will receive a special "Potter the Otter Day" celebration with healthy snacks, entertainment and a visit by Potter the Otter himself.</p>
Financial Impact	None
Review	Sophie Akins, Commission Counsel