Chair Linda Haugan

Vice-Chair Maxwell Ohikhuare, M.D.

Executive Director Karen E. Scott



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Commissioners

Josie Gonzales Margaret Hill Ron Powell Paul Vargas

Elliot Weinstein, M.D.

Agenda: Children and Families Commission 06-2015

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

SPECIAL Meeting date, time, and place

June 3, 2015 – 3:30 p.m. First 5 San Bernardino

Commission Conference Center

Pledge of Allegiance

Chair or designee will lead the Pledge of Allegiance

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

Conflict of Interest Disclosure

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

Report Advisory Committee Report by Margaret Hill, Chair

Report 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 May 6, 2015 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
2	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for 2015-2020 to confirm the Plan will be active for the forthcoming Fiscal Year. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)

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.

3	Approve Budget for Fiscal Year 2015-2016 and updates to the Long-Range Financial Plan. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
4	Approve Amendment A1 to Contract HW041 with Inland Empire Health Plan (Healthy Kids) in the amount of \$735,000 for Fiscal Year 2015-2016 resulting in a cumulative total amount of \$4,322,190 for Fiscal Years 2012-2016 to provide health care access services and care coordination. (Presenter: Amanda Ferguson, Staff Analyst II, 252-4256)
5	Approve Contract SI022 with Inland Empire United Way 2-1-1 in the total amount of \$275,000 for Fiscal Year 2015-2016 to provide comprehensive countywide resource and referral services. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)
6	Authorize action of the Executive Director to negotiate a contract to participate in the First 5 Service Corps program for Fiscal Year 2015-2016 and authorize \$74,200 funding match for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2015-2016. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)
7	Approve Amendment A1 to Contract IC023 with Harder+Company Community Research in the amount of \$294,460 for Fiscal Year 2015-2016 resulting in a cumulative total amount of \$1,177,840 for Fiscal Years 2012-2016 to provide external evaluation, consultation and professional services. (Presenter: Scott McGrath, Supervisor, 252-4259)
8	Approve Contract FS073 with St. Joseph Health/St. Mary, in the total amount of \$908,869 for Fiscal Year 2015-2018 for the Family and Community Support Partnerships for Family Support Services (FCSP-FSS) (RFP 14-02). Continued from May 6, 2015 Commission Meeting (Presenter: Scott McGrath, Supervisor, 252-4259)
9	Approve Contract HW055 with the Center for Oral Health for a total amount of \$2,081,250 for Fiscal Years 2015-2018 to provide the following: oral health education to children ages 0 to 5 and pregnant women; oral health screening; and navigation to ensure utilization and decrease barriers such as benefit gaps for treatment needs under the Oral Health Education, Screening and Navigation (OH-ESN) (RFP 15-01). (Presenter: Scott McGrath, Supervisor, 252-4259)

Public Comment

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

Commissioner Roundtable

Open to comments by the Commissioners

Next Commission Meeting at First 5 San Bernardino

NOTE – This meeting falls on the second Wednesday of July

July 8, 2015 3:30 p.m.

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





Minutes: Children and Families Commission Meeting

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

Meeting Date, Time and Location

May 6, 2015 3:30 p.m.

Chair Haugan called the meeting to order at 3:36 p.m.

Pledge of Allegiance

The Pledge of Allegiance was led by Chair Haugan

Special Presentation

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

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

Conflict of Interest Disclosure

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

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
- Sophie Akins, Commission Counsel

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- 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

PROGRAM/BUDGET WORKSHOP

Monday, May 11, 2015 from 10:00 am to 4:00 p.m.

NEW EXECUTIVE DIRECTOR FOR FIRST 5 RIVERSIDE

First 5 Riverside has announced their new Executive Director as Tammi Graham. She came from County of San Bernardino Department of Public Health most recently serving as a Deputy Chief overseeing clinic operations. Ms. Graham takes the reins effective May 18th.

ANNUAL AUDIT FOR FISCAL YEAR ENDING JUNE 2014

Commission received a letter from the California State Controller that the review of our audit is completed and we successfully met the reporting standards for CFC entities as prescribed in the CA Health and Safety Code.

QRIS STRATEGIC PLANNING UPDATE

Work began with VIVA Consultant and County stakeholders. Refer to pages 1 and 4 of the ED Report.

HELP ME GROW

Our designation as an Affiliate with the National Center is on page 3 of the ED Report.

TOBACCO TAX INCREASE INITIATIVES MOVING AHEAD

The Save CA Lives Coalition stated Monday they will begin circulating petitions to put an initiative on the November 2016 ballot to hike the levy on cigarettes. The Save Lives California Coalition is comprised of the American Heart Association, American Lung Association, American Cancer Society, California Medical Association, SEIU California, California Dental Association, Tobacco Free Kids and Health Access California.

The group is working with two versions. Both versions cap the administrative costs at 1% and include backfill for Proposition 10 and Proposition 99. The difference in the two versions is that one includes e-cigarettes and one does not. The one version would extend the tax to include electronic cigarettes if the state follows through with a current proposal to label them as tobacco products.

Like the legislation, the initiatives would raise the tobacco tax by \$2 per pack of cigarettes to raise \$1.5 billion annually for smoking prevention and smoking-related medical costs now borne by taxpayers through Medi-Cal.

AB 1161 - A PRIVATELY FUNDED PILOT PROGRAM FOR PRESCHOOL THAT ENABLES TAX CREDITS Co-authored by Assemblymember Marc Steinorth

This bill would authorize the Department of Education, as part of a pilot program, to accept monetary contributions made to the California Preschool Investment Fund which this bill would create for purposes of preschool education.

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The bill would require the money in the fund to be used, among other things, to fund state preschools that are part of the California state preschool program located in one of the 5 participating counties that would be selected for the pilot.

This bill would allow a credit equal to 40% of the amount contributed by the taxpayer during the taxable year to the California Preschool Investment Fund, with the aggregate amount limited to not exceed \$250,000,000 for personal income and corporation tax.

This sounds like a "win-win" for business and community in San Bernardino County. Relying on the proof from research about the benefits of early childhood education, businesses investing in preschool would not only receive the tax breaks, they would also help ensure that our future workforce is ready and able.

FIRST 5 STATE COMMISSION MEETING

This meeting was held on April 23, 2015. George Halvorson, Commission Chair, spoke on the power of the First 5 work and that we need to get this right! He stated, "Brain science is changing our paradigm. We need to make sure everyone understands that exercising brains in the first years of life children are stronger for their entire lives."

Commissioner Halvorson also highlighted the commitment from the Superintendent of Schools Torlakson and Secretary Diana Dooley to work with First 5 California to help ensure that 100% of all mothers in California understand that they can make a difference in their children's development.

The Commissioners discussed the role they would take on tobacco bills – both those focused on regulation and taxation.

The commission will take active positions on bills that

- 1) Decrease consumption and
- 2) Are supported by other tobacco cessation groups

The Commission then had a more extended discussion on how to engage on ecigarettes and marijuana legislation.

In general, Commissioners were careful to articulate that their engagement on ecigarettes would include consideration of growing research on the health effects of ecigarettes. However, Commissioners indicated interest in understanding how changing regulation of e-cigarettes might open the door to increased taxation of ecigarettes, and inclusion of e-cigarettes within other tobacco tax proposals. The Commissioners agreed to stay neutral on marijuana legalization at this time.

Changes to the Agenda

Ann Calkins, Commission Secretary, announced the following changes:

Agenda Item 3 relating to the Family and Community Support contracts, Item I ("eye") St. Joseph Health-St. Mary, Contract FS073 will be continued to June's Commission Meeting.

The Presenter for Agenda Item 3 will be Scott McGrath, Supervisor in place of Ronnie Thomas, Staff Analyst.

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Consent

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

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

Item No.	DISCUSSION
item No.	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)
2	Commissioner Hill abstained due to her position as a member of the San Bernardino City Unified School District Board.
	A motion was made by Commissioner Weinstein and seconded by Commissioner Ohikhuare to approve Agenda Item 3. With Commissioner Hill's abstention noted and without further comment or objection, motion carried by unanimous vote.
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 Continued to June Commission Meeting 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: Scott McGrath, Supervisor, 252-4259) Discussion None A motion was made by Commissioner Hill and seconded by Commissioner Vargas to approve Agenda Item 3. Without further comment or objection, motion carried by unanimous vote.
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)

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Discussion

Commissioner Gonzales asked if the Commission had previously funded Children's Fund. Ms. Scott answered yes. Commissioner Gonzales asked if this item was an increase to the contract. Ms. Albano answered yes. Commissioner Gonzales asked based on how much have we funded in the past, where are we relative to the number of increased cases? Karen Scott answered that as far as what's changed the County's position is that every child that goes into custody will now be seen by the Children's Assessment Center, which has tremendously increased their workload.

Public Comment

Dr. Amy Young, Children's Assessment Center stated that, in the past, the center did not see large numbers of children. The center has a strong partnership with the Sheriff's Department and Children and Family Services. An increase of children seen at the center began about three years ago. With the new building and more exposure in the community, there are a lot more children being referred to the center. A recent policy change from Children and Family Services states that any child with suspicious injuries under five years of age be seen at the assessment center even before the case is closed.

In the first three months of 2015, Dr. Young stated the center saw an increase of 150 more children receiving services than the prior year. That number doesn't include the children seen at Loma Linda Children's Hospital. Dr. Young sees babies in the NICU who may be drug exposed and post-partum depression issues. In cases that are egregious and the child is sick enough to be hospitalized, those children are usually under the age of five years.

Commissioner Gonzales asked Dr. Young to keep the Commission apprised in case there is a need for additional support from the Commission so that possible discussion may occur.

Dr. Young stated statistics are published for the governing board meeting every quarter which could be presented to the Commission. Being that she is at Loma Linda Children's Hospital, Dr. Young stated she is normally unaware of other programs in the County, for instance, SART, and most of the children she sees end up going to SART for therapy and services. Dr. Young stated her staff do not communicate to SART personnel as to what the child has suffered and suggested that perhaps her staff could be of more assistance to SART in order to help guide the child's care. This is something she would like to do; to get more involved in a larger multi-disciplinary team.

Commissioner Powell asked if the assessment center received referrals from the entire County or only from the Inland Empire. Dr. Young answered from the entire County. Commissioner Powell asked if children referred from the desert region were transported to the center. Dr. Young answered yes. She stated her office is currently in the works of a regional assessment station to be located in the high desert. Currently, there are challenges because her team is small; there are only three board-certified child abuse doctors who cover the entire Inland Empire. Because of this, the delivery of medical services has been kept to only one location. That wouldn't have to be the case for forensic interviewing.

Commissioner Powell asked if children under the age of five who are removed from drug endangered environments are referred to the assessment center. Or is the center only zeroing in on allegations of abuse?

Dr. Young answered that, historically, advocacy centers only dealt with sexual abuse cases. Due to the McMartin Preschool case in the 1980's, the centers at that time

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	were designed to respond to sexual abuse so that there was one location for a forensically sound interview. As time went on, it was determined that medical services from a trained specialist were needed. In some advocacy centers, medical is co-located with the forensic interview. Currently, the cases run about 50 percent physical abuse and 50 percent sexual abuse.
	Nancy Wolfe, Children's Assessment Center Manager also commented that a research finding recently published regarding child advocacy centers stated that if children are sent to a forensic interview for a forensic medical exam more information will be revealed about the abuse of a child and child protection and prosecution efforts will be more fruitful. This is in part due to the County's efforts.
	A motion was made by Commissioner Weinstein and seconded by Commissioner Gonzales to approve Agenda Item 4. Without further comment or objection, motion carried by unanimous vote.
	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)
5	Discussion None
	Public Comment None
	A motion was made by Commissioner Gonzales and seconded by Commissioner Ohikhuare to approve Agenda Item 5. Without further comment or objection, motion carried by unanimous vote.
	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)
6	<u>Discussion</u> None
	Public Comment None
	A motion was made by Commissioner Hill and seconded by Commissioner Vargas to approve Agenda Item 6. Without further comment or objection, motion carried by unanimous vote.
Item No.	INFORMATION
	Receive Information regarding "Potter the Otter Day" Video Contest.
7	(Presenter: Leslie Fountain, Media Specialist II, 252-4283)

Public Comment

Gary Madden and Maritza Pelayo, 2-1-1; Dr. Amy Young, Children's Assessment Center

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Commissioner Roundtable	Vice-Chair Ohikuare thanked Dr. Young for her and the assessment center's services for the County.
Adjournment	Without further comment or objection, the meeting adjourned at 4:50 p.m.
Future 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 p.m. to 5:00 p.m.
Attest	
	Linda Haugan, Chair
	Ann M. Calkins, Commission Secretary



AGENDA ITEM 2

	JUNE 3, 2015
Subject	Strategic Plan for 2015-2020
Recommendations	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for 2015-2020 to confirm the Plan will be active for the forthcoming fiscal year. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
Background Information	The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131.
	Section 130140 (a)(1)(D), (E)&(F) requires the County Commission to "review and/or adopt a new or revised county strategic plan, conduct the required public hearing and submit the adopted plan and any revisions to the State Commission" by July 1 st of each year.
	The current Strategic Plan investment areas are defined as Strategic Priority Areas (SPA's):
	• SPA 1: <u>Children and Families</u> Goals: (1) Child Health, (2) Early Learning and (3) Family Support
	 SPA 2: <u>Systems and Network</u> Goals: (1) Leadership as a Convener and Partner, (2) Capacity Building
	It has been determined that the current Strategic Plan as presented and approved by the Commission on June 4, 2014 is a reliable resource and properly reflects the Commission's current Vision and Mission.
	Upon Commission approval, this plan will be utilized at the beginning of Fiscal Year 2015-2016.
Financial Impact	None
Review	Sophie Akins, Commission Counsel
Report o	n Action as taken
Action:	

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



AGENDA ITEM 3 JUNE 3, 2015

Subject

Budget for Fiscal Year 2015-2016 and Long-Range Financial Plan

Recommendations

Approve Budget for Fiscal Year 2015-2016 and updates to the Long-Range Financial Plan.

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

Financial Impact

Anticipated revenue of \$20,725,802 and allocations of \$30,975,597 for Fiscal Year 2015-2016.

Background Information

In accordance with the California Children and Families Act of 1998 and County Code 12.296, the Children and Families Commission for San Bernardino County, also known as First 5 San Bernardino (F5SB), is required to adopt a budget on an annual basis in support of its strategic plan.

Under the guidance of the Commission, and in collaboration with the community and agencies that serve children and their families, F5SB promotes supports and enhances the early development of children prenatal to age five. The proposed budget serves as the financial plan for the upcoming program year.

Under the Strategic Plan, investment areas are defined as Strategic Priority Areas (SPA's) and funding goals will be directed to each SPA:

• SPA 1: <u>Children and Families</u>

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

SPA 2: Systems and Network

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

The budget supporting Program Services in the amount of \$979,953 will continue to enhance participant services and reporting. Resources have been allocated for the integration of the supporting database, as well as technical assistance, evaluation, training and other resources for contracted service providers.

Community Engagement Support promotes outreach, community education and media support. Resources have been allocated for marketing items, educational materials, media campaign, training and other resources for community events. An investment of \$435,735 for Community Engagement Support is included in the budget.

The amount allocated for the support of Program Services and Community Engagement is 4.57% of the total budget.

Operations are the administrative support services needed to oversee the overall programs and operational expenses. The Fiscal Year 2015/16 budget includes an investment of \$2,559,909 for this function which amounts to 9% of the total budget.

Pending Commission approval, the proposed budget for Fiscal Year 2015–2016 demonstrates the Commission's strong commitment to utilizing the majority of the funds for direct services in order to improve the lives of young children and their families in San Bernardino County. The budget specifies that \$27 million or 87.17% will be allocated through direct service contracts.

In addition, the proposed and legislatively mandated long range financial plan has been updated to reflect revised amounts. This plan is to be adopted and utilized as a AGENDA ITEM 3 JUNE 3, 2015 PAGE 2

long-term guide to allow Commissioners to determine what type of funds are available to support sustainable levels of multi-year contracts as well as ongoing annual community investments.

Review

Sophie Akins, Commission Counsel

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

Long Term Financial Planning

5-Year Projections - General Fund	2015/16	2016/17	2017/18	2018/19	2019/20
Beginning Fund Balance	78,067,528	67,817,733	56,911,650	45,372,714	35,745,151
P					
Revenue*	00 405 770	40 000 705	40.000.004	10.051.100	40 004 047
Annual Disbursement	20,435,778	19,822,705	19,228,024	18,651,183	18,091,647
Other Revenues	6,950	6,950	6,950	6,000	6,000
Subtotal Revenue	20,442,728	19,829,655	19,234,974	18,657,183	18,097,647
Interest Earnings	283,074	237,362	199,191	158,804	125,108
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Total Revenue	20,725,802	20,067,017	19,434,164	18,815,987	18,222,755
Expenses					
Program Strategic Priority Area (SPA)					
Subtotal for Direct Services	27,000,000	27,000,000	27,000,000	25,000,000	25,000,000
Subtotal for Direct Services	27,000,000	21,000,000	21,000,000	23,000,000	25,000,000
Day and One in a One of	070.050	070.050	070.050	705.000	705.000
Program Services Support	979,953	979,953	979,953	705,000	705,000
Community Engagement Support	435,735	435,735	435,735	390,000	390,000
Operations	2,559,909	2,557,412	2,557,412	2,348,550	2,348,550
Subtotal Supportive Expenses	3,975,597	3,973,100	3,973,100	3,443,550	3,443,550
Total Expenses	30,975,597	30,973,100	30,973,100	28,443,550	28,443,550
Excess of Revenues over (under) Expenses	(10,249,795)	(10,906,083)	(11,538,936)	(9,627,563)	(10,220,795)
Ending Fund Balance	67,817,733	56,911,650	45.372.714	35,745,151	25,524,357
	21,211,100	30,011,300	10,01=,11	,	==,==:,==:

Notes:

Long Term Financial Planning

Scenario #1

10-Year Projections - General Fund	2015/16	2016/17	2017/18	2018/19	2019/20	2019/21	2021/22	2022/23	2023/24	2024/25
Beginning Fund Balance	78,067,528	67,817,733	56,911,650	45,372,714	35,745,151	25,524,357	14,725,041	14,738,882	14,242,099	13,248,225
Revenue*										
Annual Disbursement	20,435,778	19,822,705	19,228,024	18,651,183	18,091,647	17,548,898	17,022,431	16,511,758	16,016,405	15,535,913
Other Revenues	6,950	6,950	6,950	6,000	6,000	6,001	6,002	6,003	6,004	6,005
Subtotal Revenue	20,442,728	19,829,655	19,234,974	18,657,183	18,097,647	17,554,899	17,028,433	16,517,761	16,022,409	15,541,918
Interest Earnings	283,074	237,362	199,191	158,804	125,108	89,335	51,538	51,586	49,847	46,369
Total Revenue	20,725,802	20,067,017	19,434,164	18,815,987	18,222,755	17,644,234	17,079,971	16,569,347	16,072,257	15,588,287
Expenses Program Strategic Priority Area (SPA)										
Subtotal for Direct Services	27,000,000	27,000,000	27,000,000	25,000,000	25,000,000	25,000,000	15,000,000	15,000,000	15,000,000	15,000,000
Program Services Support	979.953	979.953	979.953	705.000	705.000	705,000	423,000	423.000	423.000	423.000
Community Engagement Support	435,735	435,735	435,735	390,000	390,000	390,000	234,000	234,000	234,000	234,000
Operations	2,559,909	2,557,412	2,557,412	2,348,550	2,348,550	2,348,550	1,409,130	1,409,130	1,409,130	1,409,130
Subtotal Supportive Expenses	3,975,597	3,973,100	3,973,100	3,443,550	3,443,550	3,443,550	2,066,130	2,066,130	2,066,130	2,066,130
Total Expenses	30,975,597	30,973,100	30,973,100	28,443,550	28,443,550	28,443,550	17,066,130	17,066,130	17,066,130	17,066,130
Excess of Revenues over (under) Expenses	(10,249,795)	(10,906,083)	(11,538,936)	(9,627,563)	(10,220,795)	(10,799,316)	13,841	(496,783)	(993,873)	(1,477,843)
Ending Fund Balance	67,817,733	56,911,650	45,372,714	35,745,151	25,524,357	14,725,041	14,738,882	14,242,099	13,248,225	11,770,382

Notes: 10 year projection based on the current 5-year plan. This scenario is if the Commission's intent is to spend down all of the fund balance.

Long Term Financial Planning

Scenario #2

10-Year Projections - General Fund	2015/16	2016/17	2017/18	2018/19	2019/20	2019/21	2021/22	2022/23	2023/24	2024/25
Beginning Fund Balance	78,067,528	67,817,733	59,091,650	49,740,344	39,778,518	34,672,291	29,005,443	22,792,295	21,496,729	19,701,277
Revenue*										
Annual Disbursement	20,435,778	19,822,705	19,228,024	18,651,183	18,091,647	17,548,898	17,022,431	16,511,758	16,016,405	15,535,913
Other Revenues	6,950	6,950	6,950	6,000	6,000	6,001	6,002	6,003	6,004	6,005
Subtotal Revenue	20,442,728	19,829,655	19,234,974	18,657,183	18,097,647	17,554,899	17,028,433	16,517,761	16,022,409	15,541,918
Interest Earnings	283,074	237,362	206,821	174,091	139,225	121,353	101,519	79,773	75,239	68,954
Total Revenue	20,725,802	20,067,017	19,441,794	18,831,274	18,236,872	17,676,252	17,129,952	16,597,534	16,097,648	15,610,873
Expenses Program Strategic Priority Area (SPA)										
Subtotal for Direct Services	27,000,000	25,000,000	25,000,000	25,000,000	20,000,000	20,000,000	20,000,000	15,000,000	15,000,000	15,000,000
Program Services Support	979,953	979,953	979,953	979,953	979,953	979,953	979,953	979,953	979,953	979,953
Community Engagement Support	435,735	435,735	435,735	435,735	435,735	435,735	435,735	435,735	435,735	435,735
Operations	2,559,909	2,377,412	2,377,412	2,377,412	1,927,412	1,927,412	1,927,412	1,477,412	1,477,412	1,477,412
Subtotal Supportive Expenses	3,975,597	3,793,100	3,793,100	3,793,100	3,343,100	3,343,100	3,343,100	2,893,100	2,893,100	2,893,100
Total Expenses	30,975,597	28,793,100	28,793,100	28,793,100	23,343,100	23,343,100	23,343,100	17,893,100	17,893,100	17,893,100
Excess of Revenues over (under) Expenses	(10,249,795)	(8,726,083)	(9,351,306)	(9,961,826)	(5,106,228)	(5,666,848)	(6,213,148)	(1,295,566)	(1,795,452)	(2,282,227)
Ending Fund Balance	67,817,733	59,091,650	49,740,344	39,778,518	34,672,291	29,005,443	22,792,295	21,496,729	19,701,277	17,419,049

Notes: 10 year projection plan. This scenario is if the Commission's intent leave one years worth of fund balance.



AGENDA ITEM 4 JUNE 3, 2015

Subject

Contract Amendment with Inland Empire Health Plan

Recommendations

Approve Amendment A1 to Contract HW041 with Inland Empire Health Plan (Healthy Kids) in the amount of \$735,000 for Fiscal Year 2015-2016 resulting in a cumulative total amount of \$4,322,190 for Fiscal Years 2012-2016 to provide health care access services and care coordination.

(Presenter: Amanda Ferguson, Staff Analyst II, 252-4256)

Financial Impact

Not to exceed \$735,000 for FY 2015-2016.

Background Information

In June 2012, the Children and Families Commission approved awarding contracts to multiple successful proposers selected pursuant to the Investing in Children-Health Services Request for Proposals (RFP) (11-02) to support First 5 San Bernardino's health focus area. The goal of the Health Care Access portion of the initiative was to improve the retention of health care coverage as well as the utilization of health care services. First 5 San Bernardino sought to improve health outcomes for children ages 0-5 and pregnant women by reducing the number of emergency room visits in lieu of accessing primary care services and by creating a medical home for participants.

Among those awarded contracts to provide health care access services was Inland Empire Health Plan (IEHP). IEHP was contracted with to provide health insurance screening and enrollment through their Healthy Kids program and care coordination and follow-up through their Health Navigator program.

IEHP has been successful in meeting its contract obligations and target objectives, resulting in positive outcomes for children ages 0-5 and their families. Over the past three fiscal years, more than 3,000 children Countywide completed the Health Navigation program, where they received care coordination services. In the program, families were taught how to efficiently utilize the health care system by establishing a health care home and learning when to visit the emergency room (i.e., in an emergency as opposed to utilizing it for primary care services), amongst other topics. Furthermore, IEHP has screened over 3,500 children for health insurance and enrolled 350 children in the Healthy Kids program.

As a result of community need throughout the County, IEHP has steadily decreased its spending related to the Healthy Kids program (i.e., health insurance premium costs) while increasing its spending related to the Health Navigation program. Many families once eligible for the Healthy Kids program are now eligible for Covered CA or Medi-Cal. The Health Navigation program has seen growth as Covered CA and Medi-Cal eligible families are able to select IEHP as their health plan. The proposed contract amendment reflects this trend.

Approval is requested to extend this contract for one year, ending June 2016. This extension will allow the Commission to use that year to reevaluate the objectives, identify and collaborate with other providers and resources, tighten alignment with the revised Strategic Plan, and make recommendations that ensure funding is appropriately aligned and allocated with the Commissions' goals to operate more from a systems level.

AGENDA ITEM 4 JUNE 3, 2015 PAGE 2

Extension of this contract supports SPA 1 and Objective Activities for 1.1.a and 1.1.b of First 5 San Bernardino's Strategic Plan:

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

Goal 1.1: Child Health

- Objective 1.1.a: Families have access to resources and environments that support the total wellness of the child.
- Objective 1.1.b: Families are knowledgeable of and utilize available resources to manage their health.

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Sophie Akins, Commission Counsel

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



Program Outline Document 2015-2016

AGENCY INFOR	MATION		
		Contract #:	HW041 A1
Legal Entity:	IEHP Health Access		
Dept./Division:			
Project Name:	Healthy Kids		
Address:	10801 6 th Street, Suite 120	Phone #:	909-890-2000
	Rancho Cucamonga, CA 91730		
Website:	www.iehp.org	Fax #:	909-890-2029
Program Site	10801 6 th Street, Suite 120	Client Referral	1-800-440-4347
Address:	Rancho Cucamonga, CA 91730	Phone #	
	Choose an item.		

CONTACT INFORMATION

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Name: Marion Ashley Title: IEHP Board Chair

Address: 10801 6th Street, Suite 120 **Direct Phone #:** 909-269-3584

Rancho Cucamonga, CA 91730 Fax #: 909-890-2019

E-Mail: Taylor-a@iehp.org

Rancho Cucamonga, CA 91730

PROGRAM CONTACT

Name: Thomas Pham Title: Director of Marketing

Address: 10801 6th Street, Suite 120 **Direct Phone #:** 909-890-2176

Fax #: 909-890-2029

E-Mail: Pham-t@iehp.org

FISCAL CONTACT

Name: Maria Amezcua Title: Accounting Associate

Address: 10801 6th Street, Suite 120 **Direct Phone #:** 909-890-2062

Rancho Cucamonga, CA, 91730

Fax #: 909-590-5752

E-Mail: Amezcua-m@iehp.org

		NTACT (Describe	•	gram					
Nam	e: Jessica	Castillo Lauderd	lale			Title:		ilth Navi nager	gator Program
Addr	ess:	10801 6 th Stree	et, Suite	e 120		Direct	: Phon	ne #:	909-890-2172
		Rancho Cucam	onga, (CA 9173	0				
E-Ma	il:							Fax #:	909-890-2149
DRO	CDAM INIEC	ORMATION							
	OF AGENCY Educationa	al Institution	Descr	ribe:	Choose an item.				
	Governme	nt Agency	Descr	ribe:	Choose an item.				
\boxtimes	Private Ent	tity/Institution	Descr	ribe:	Non Profit				
	Communit	y-Based	Descr	ribe:	Choose an item.				
FIRST	5 FOCUS AI	REA	STRA	TEGY					
	Health			-	creening and Inter Care Access ealth	vention		Health Other:	& Safety Education
	Education			-	ducation Program to Quality Child C			Quality Other:	/ Provider Programs
	Family			Resour	Education rce Center & Case gement			Other:	
	Systems			_	ated Systems Plani nentation	ning &		Comm	unity Outreach
				County	wide Information			Other:	
					al Systems zational Capacity I	Building			
The H with Bene All pr	income leve fits include o ospective m	Program provide Is at or below 30 developmental a	00% of ssessmend f	the Fed nent, mo or eligib	fits to children of f eral Poverty Level. edical, and vision s bility through Medi ram.	ervices.		/ICE ARE ntywide	A (LOCATIONS)
assist	ance on acc	ess issues and us	se of h	ealthca	ne visits to provide re services for chilo care and utilizatior	_			

services.

COMMISSION LEVEL OUTCOMES

SPA 1: Children and Families

Goal 1.1: Child Health

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

Objective 1.1.b:Families are knowledgeable of and utilize available resources to manage their health Expectation(s): Screen children for health insurance and enroll eligible children in the Healthy Kids program. Care coordinate children participating in Health Navigator program for ongoing relationship with health provider.

Outcome(s): 1,080 children will receive care coordination and follow-up by participating in the Health Navigator Program. (Core)

300 children will be screened for health insurance and 85 eligible children will be enrolled the in the Healthy Kids Program. (Aggregate)

ASSIGNED ANALYST: Amanda Ferguson

CONTRACT AMOUNT

Fiscal Year	Am	ount
2012-2013	\$	1,168,212
2013-2014	\$	1,195,279
2014-2015	\$	1,223,699
2015-2016	\$	735,000
Total	\$	4,322,190

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	C	Cancel					303		HW041 A1			
	Orgar	nization				Dept.	Orgn.		Contractor's	License No.		
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CHILDREN		nission Re				Telep				ract Amount		
AND FAMILIES	Cind	<u>v Faulkne</u>	er, Ope	rations Manage	er	909-386			\$4,32	22,190		
_	l — .	Revenue	X En	cumbered L	Jnencum	Contract T	Other:					
COMMISSION	ш											
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SAN BERNARDINO COUNTY	С	ommodity 95200		Contract Star July 1, 20				ginal Amount 3,587,190	Amendment A \$735,00			
	Fur		pt.	Organization	Appr.	Obj/Rev			PROJ/JOB No.	· · · · ·		
STANDARD CONTRACT	RR		03	PROG	300	3357		С	FHHCY16	\$735,00	00	
OTANDAND CONTINACT	Fur		ept.	Organization	Appr.	Obj/Rev	Source		PROJ/JOB No.			
	Fur	nd De	ept.	Organization	Appr.	Obj/Rev	Source	GRC/	PROJ/JOB No.	Amoun	t	
		Healtl	breviated Use th Care Access- Healthy Kids		FY 15-1	, A	timated Pa mount 35,000	ayment [*] I/D I	Total by Fiscal ` FY	Year Amount	I/D	

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)	
IEHP Health Access	
Department/Division	
Address	Program Address (if different from legal address):
10801 6 th Street, Suite 120	
Rancho Cucamonga, CA 91730	
Phone	
(909) 890-2000	
Federal ID No.	
47-0953072	

AMENDMENT NO. 1

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Commission and Contractor previously entered into Contract No. HW041 on July 1, 2012, (Contract) wherein Contractor agreed to meet the needs of the Commission by proposing a project that includes comprehensive health care coverage through Healthy Kids Program, Care Coordination activities through the Health Navigator Program; and

WHEREAS, Paragraph C, of Section VIII. and Paragraph E, of Section IX. allow the parties to extend the term of the Contract and to amend the Contract, in a writing signed by both parties; 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:

Auditor-Controller/Treasurer Tax Collector Use Only						
☐ Contract Database	☐ FAS					
Input Date	Keyed By					

1. Section I, DEFINITIONS has been amended to include the following:

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

<u>Demonstrated Outcomes:</u> 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.

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

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

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

2. Paragraphs I and CC. of Section III, CONTRACTOR'S GENERAL RESPONSIBILITIES, are amended as follows:

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

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

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.

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

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Fiscal Reports

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

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

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

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3. Paragraphs A and H of Section V, FISCAL PROVISIONS, are amended as follows:

A. Contract Amount

The maximum amount of reimbursement under this contract shall not exceed \$4,322,190 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>1,168,212</u>	July 1, 2012 through June 30, 2013
Fiscal Year 2012-2013	\$ <u>1,195,279</u>	July 1, 2013 through June 30, 2014
Fiscal Year 2014-2015	\$ <u>1,223,699</u>	July 1, 2014 through June 30, 2015
Fiscal Year 2015-2016	\$ 735,000	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.

- 4. Paragraph A of Section VIII, TERM, is amended 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 Article VII of this Contract.

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5. Paragraph A of Section IX, 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: IEHP Health Access

10801 6th Street, Suite 120 Rancho Cucamonga, CA 91730 **Commission:** First 5 San Bernardino

735 E. Carnegie Drive, Suite 150 San Bernardino, CA 92408

continued on next page

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- 6. 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 Program Workplan for 2015-2016
 - Attachment B Amended Program Budget for 2015-2016
- 7. All other terms and conditions of this contract shall remain in full force and effect.

CHILDREN & FAMILIES COMMIS SAN BERNARDINO COUNTY	SION FOR	IEHP HEALTH ACCESS				
		Legal Entity				
>		>				
Authorized Signature		Authorized Signa	ture			
Linda Haugan		Marion Ashle	ev			
Printed Name		Printed Name				
Commission Chair		IEHP Board	Chair			
Title		Title	Onan			
Dated		Dated				
Official Stamp						
Reviewed for Processing	Approved as to	Legal Form	Presented to Commission for Signature			
•	>		>			
Cindy Faulkner	Sophie Akins		Karen E. Scott			
Operations Manager	Commission Co	unsel	Executive Director			
Date	Date		Date			
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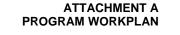
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SPA 1: Children and Families

Goal 1.1: Child Health

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

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



HW041 A1



Agency Name: Inland Empire Health Plan Contract #:

Program Name: Healthy Kids Fiscal Year: 2015 - 2016

Service Area: Countywide

Expectation(s):	Screen children for health insurance ar program for ongoing relationship with h		althy Kids program. Car	re coordinate children participating in Health Navigator		
Outcome(s):	1,080 children will receive care coording participating in the Health Navigator Pr		300 children will be screened for health insurance and 85 eligible children be enrolled the in the Healthy Kids Program. (Aggregate)			
	Objective	Activity	Dosage	Verification		
Screen for enrollment eligibility into the Healthy Kids Program		Health Insurance Screening	Once/Child	Data from the IEHP Enrollment Assistance Unit of all children, ages 0-5, screened for insurance		
Enrollment in Healthy Kids Program		Health Insurance Enrollment	Once/Child	Proof of enrollment		
Education services through Health Navigator Program		Care Coordination	3x/Child (minimum)	Child Intake		
Follow-up for ong	oing relationship with health provider	Retention and Utilization Follow-Up	2x/Child	Follow-Up Survey		

Program Description:

This program has two expectations: 1) Provide health benefits to eligible children via enrollment into the Healthy Kids program; 2) Conduct home visits to provide assistance on access and use of services for children ages 0-5 via Health Navigators.

Agency Rep Name:	 Data Type:	Core and Ag	<u>gregate</u>	
Agency Signature:	 Reporting Period:	<u>Monthly</u>	Due:	On the 15th
Date Signed:	 Program Cycle:	July 2015 – .	June 2016	



Name: Position: Duties include: coord quality assurance program Health Navigator Program 1 Jessica Lauderdale Manager O.50 38.42 1040 37% 39,957 14,784 54,741 109,482 This Health navigator said of by up call team). This Sample positions paid for by up call team). This	PRO	GANIZATION: DGRAM TITLE: TIATIVE:	IEHP Health Access Healthy Kids Investing in Children-Health			DIRECTOR: PROGRAM D			Jessica Castillo Lau ' Maria Amezcua (F)	PROGRAM YEAR: TOTAL BUDGET: RFP/CONTRACT #:	2015-2016 \$ 735,000 11-02 HW041 A1
Name: Position: Duties include: coor quality assurance pri information gatherin evaluation of activities sharing field interest in the surface of the surf	LINE	BUDGET CATEGORY		FTE	PAY RATE	_	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY		DESCRIPTION/ JUSTIFICATION
Duties include: coord quality assurance pro finformation gatherine evaluation of activitis. Sharing field intellige Health Navigators Program 1 Jessica Lauderdale Manager 0.50 38.42 1040 37% 39,957 14,784 54,741 109,482 50% merit increase for FY This Health navigator assist with Supervisin positions paid for by up call team). This ye responsible for train Navigator staff and a and will assist with Supervisor will also finderect reports (5 pos) Duties include: Super Supervisor will also for direct reports (5 pos) Duties include: Supervisor will also founders.	ı.	SALARIES & BENEFITS		А	В	С	D	Е	F	G	Н	I.	J
quality assurance profin formation gatherin evaluation of activities that havigators with the left having field intellige Health Navigators with necessary. Managers \$37.12 as of review or rate listed in B1 inclusions and the left having field in B1 inclusions and first having field in B1 inclusions and first having field in B1 inclusions first having field for by up call team). This Supervisions paid for by up call team). This Supervisions field for by up call team). This Supervision field for by up call team field for by up call team). The supervision field for by up call team field for by up call team field for by up call team.		Name:	Position:										
Health Navigator Ma information gatherin evaluation of activiti			Manager	0.50	38.42	1040			14,784	54,741	109,482	50%	Duties include: coordinating and monitoring quality assurance procedures, regular information gathering, data collection, evaluation of activities and staff supervision. Sharing field intelligence gained from the Health Navigators with internal IEHP staff as necessary. Managers current pay rate is \$37.12 as of review date 3/3/2015. The pay rate listed in B1 includes an average of 3.5% merit increase for FY 15-16. This Health navigator Supervisor (.66FTE) will assist with Supervising 2 direct reports (2 positions paid for by First 5 SB), the follow-up call team). This Supervisor will also be responsible for training new Health Navigator staff and ongoing team training and will assist with monthly reporting. This Supervisor will also have 5 other HN staff direct reports (5 positions paid for by IEHP). Duties include: Supervise and oversee Health Navigator Administrative Assistants. Assist Health Navigator Manager with regular information gathering, data collection and evaluation of activities. This pay rate includes an average of 3.5% merit increase



PRO	RGANIZATION: IEHP Health Access ROGRAM TITLE: Healthy Kids ITIATIVE: Investing in Children-Health				DIRECTOR: PROGRAM D		Thomas Pham Marci Aguirre/Jessica Castillo Lauderdale (Manager) Lauire Holden/ Maria Amezcua (Finance Contact)				PROGRAM YEAR: 2015-2 TOTAL BUDGET: \$ 735,0 RFP/CONTRACT #: 11-02 HW041		
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	
ı.	SALARIES & BENEFITS		А	В	С	D	E	F	G	Н	_	J	
3	Carmen Hernandez	Health Navigator Program Supervisor	1.00	27.86	2080	37%	57,949	21,441	79,390	79,390		This Health navigator Supervisor (1.0 FTE) will have 6 direct report staff (6 positions paid for by First 5 SB). This Supervisor will provide job shadowing, coaching and mentoring to the Health Navigators to ensure they are fullfilling their job requirements, and helping them to excel at their role. Duties include: Supervise and oversee Health Navigators in San Bernardino Metro and High Desert areas. Assist Health Navigator Manager with regular information gathering, data collectionand evaluation of activities. This pay rate includes an average of 3.5% merit increase for FY 15-16.	
_ 4	Norma Mariscal	Health Navigator Administrative Assistant Health Navigator	1.00	19.64	2080	37%	40,851	15,115	55,966	55,966	100%	Duties include: outreach and navigation support by calling member/families to conduct follow up calls and complete a retention and follow up assessment. This pay rate includes an average of 3.5% merit increase for FY 15-16. Duties include: outreach and navigation support by calling member/families to conduct follow up calls and complete a retention and follow up assessment. This pay rate includes an average of 3.5% merit	
5	Nancy perez	Administrative Assistant	1.00	17.6	2080	37%	36,608	13,545	50,153	50,153	100%	increase for FY 15-16.	



PRO	GANIZATION: DGRAM TITLE: FIATIVE:	IEHP Health Access Healthy Kids Investing in Children-Health			DIRECTOR: PROGRAM E		Thomas Pham Marci Aguirre/Jessica Castillo Lauderdale (Manager) Lauire Holden/ Maria Amezcua (Finance Contact)				PROGRAM YEAR: 2015-201 TOTAL BUDGET: \$ 735,000 RFP/CONTRACT #: 11-02 HW041 A		
IIVI	HATIVE:	investing in Children-Health			FINANCE OF	FICER:	Lauire Holden,	Maria Amezcua (r	mance Contact)	1	RFP/CONTRACT#:	11-02 NW041 A1	
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	
ı.	SALARIES & BENEFITS		А	В	С	D	E	F	G	Н	1	J	
6	Martha Quiroz	Health Navigator	1.00	22.89	2080	37%	47,611	17,616	65,227	65,227		Duties include: outreach and navigation support on issues of access and use of IEHP services and programs; act as a liason between IEHP, providers and members. This pay rate includes an average of 3.5% merit increase for FY 15-16.	
7	'Alma Vasquez	Health Navigator	1.00	19.73	2080	37%	41,038	15,184	56,223	56,223		Duties include: outreach and navigation support on issues of access and use of IEHP services and programs; act as a liason between IEHP, providers and members. This pay rate includes an average of 3.5% merit increase for FY 15-16.	
8	Pilar Zavala	Health Navigator	1.00	19.9	2080	37%	41,392	15,315	56,707	56,707		Duties include: outreach and navigation support on issues of access and use of IEHP services and programs; act as a liason between IEHP, providers and members. This pay rate includes an average of 3.5% merit increase for FY 15-16.	
g	Christina Aguilar	Health Navigator	1.00	20.7	2080	37%	43,056	15,931	58,987	58,987		Duties include: outreach and navigation support on issues of access and use of IEHP services and programs; act as a liason between IEHP, providers and members. This pay rate includes an average of 3.5% merit increase for FY 15-16.	



PRO	GANIZATION: OGRAM TITLE: TIATIVE:	MM TITLE: Healthy Kids			DIRECTOR: Thomas Pham PROGRAM DIRECTOR: Marci Aguirre/Jessica Castillo La FINANCE OFFICER: Lauire Holden/ Maria Amezcua					PROGRAM YEAR: TOTAL BUDGET: \$ RFP/CONTRACT #: 11-02		
LINE	BUDGET CATEGORY	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION		
l.	SALARIES & BENEFITS		Α	В	С	D	E	F	G	Н	I	J
10) Delia Orosco	Health Navigator	1.00	22.27	2080	37%	46,322	17,139	63,461	63,461		Duties include: outreach and navigation support on issues of access and use of IEHP services and programs; act as a liason between IEHP, providers and members. This pay rate includes an average of 3.5% merit increase for FY 15-16.
11	Open Position High Desert	Health Navigator	1.00	20.7	2080	37%	43,056	15,931	58,987	58,987		Duties include: outreach and navigation support on issues of access and use of IEHP services and programs; act as a liason between IEHP, providers and members. This pay rate includes an average of 3.5% merit increase for FY 15-16.
	Total Salaries & Benefits \$ 649,858											



ORGAN	IZATION:	IEHP Health Access	DIRECTOR:	Thomas Ph	am		PROGRAM YEAR:		2015-2016
PROGR	AM TITLE:	Healthy Kids	PROGRAM DIRECTOR:	Marci Aguir	re/Jessica Castillo Lau	iderdale	TOTAL BUDGET:	\$	735,000
INITIAT	VE:	Investing in Children-Health	FINANCE OFFICER:	Laurie Hold	en/Maria Amezcua		RFP/CONTRACT #:	11-02	HW041 A1
II.	SERVICES	& SUPPLIES							
	Expense:			% of Allocation:	TOTAL F5SB BUDGET		Description/Justification	ation:	
1	Premiums	0-5		12%	85,142		ds Program premiums averag at approximately 85 children		r member
	Total Servi	ces & Supplies			85,142				
III.	FOOD								
	Event(s):				TOTAL F5SB BUDGET		Description/Justifica	ation:	
1									
	Total Food				\$ -				
IV.	TRAVEL								
	Desti	nation:	Purpose:		TOTAL F5SB BUDGET		Description/Justification	ation:	
1									
	Total Trav	ēl ————————————————————————————————————			-				
V.	SUBCONTI	RACTORS			TOTAL FEED				
	Organizati	on Name:			TOTAL F5SB BUDGET		Description/Justification	ation:	
1									
	Total Subc	ontractors			-				
VI.	INDIRECT	COSTS							
	Percent:								
	Basis:								
	Total Indir	ect Costs			\$ -				
TOTAL	IRST 5 BUI	DGET			\$ 735,000				



AGENDA ITEM 5 JUNE 3, 2015

Subject

Inland Empire United Way 2-1-1, Contract SI022

Recommendations

Approve Contract SI022 with Inland Empire United Way 2-1-1 in the total amount of \$275,000 for Fiscal Year 2015-2016 to provide comprehensive countywide resource and referral services.

(Presenter: Bobbi Albano, Staff Analyst II, 252-4266)

Financial Impact

\$275,000 for Fiscal Year 2015-2016

Background Information

The 2-1-1 System is a toll-free number that connects people from anywhere in the County of San Bernardino to a centralized, 24-hour service offering information and referrals for social services in their area. The 2-1-1 service continues to be a comprehensive resource and referral program in San Bernardino County and includes a countywide, searchable database of verified government and non-profit service providers and programs, available to service providers and the public. 2-1-1 has self-identified as the lead agency for referral and resources for the County of San Bernardino.

There are currently more than 3,000 programs offered by more than 1,000 agencies serving San Bernardino County. The 2-1-1 program enhances community access to resources by connecting families of children ages 0-5 to needed services such as healthcare, parenting education, childcare, local food pantries, transitional shelters, clothing, transportation, and temporary financial aid.

First 5 San Bernardino (F5SB) has invested in this countywide resource and referral platform since fiscal year 2006/07, allowing the call center representatives to connect families to resources. In addition to the resource and referral lines, 2-1-1's toll free number provides a systematic approach to identify and prevent child abuse in San Bernardino County.

2-1-1 has been successful in providing resource and referral and assisting families over the past nine years. Approval is requested to extend this contract for one year, ending in June 2016. This will allow the Commission to use that year to reevaluate the objectives, identify and collaborate with other providers and resources, tighten alignment with the revised Strategic Plan and make recommendations that ensure funding is appropriately aligned and allocated with the Commissions' goals to operate more from a systems level.

Approval of this contract supports SPA 2 of F5SB's Strategic Plan specifically, **Goal 2.1:** Leadership as a convener and partner; and Objective Activities for **Objective 2.1a:** Systems and services effectively support and engage children, families and communities.

Review

Sophie Akins, Commission Counsel

AGENDA ITEM 5 JUNE 3, 2015 PAGE 2

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



Program Outline Document 2015-2016

AGENCY INFOR	MATION		
		Contract #:	SI022
Legal Entity:	Inland Empire United Way		
Dept./Division:	2-1-1		
Project Name:			
Address:	9644 Hermosa Avenue	Phone #:	909-980-2857
	Rancho Cucamonga, CA 91730		
Website:	www.211sb.org	Fax #:	909-980-2957
Program Site Address:	9644 Hermosa Avenue Rancho Cucamonga, CA 91730	Client Referral Phone #	888-435-7565

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Gregory Bradbard Title: President and CEO

Address: 9644 Hermosa Avenue Direct Phone #: 909-980-2857 X204

Rancho Cucamonga, CA 91730 Fax #: 909-980-2957

E-Mail: gbradbard@ieuw.org

No additional sites

CONTRACT REPRESENTATIVE

Name: Gary Madden Title: 211 Director

Address: 9644 Hermosa Avenue Direct Phone #: 909-980-2857 X211

Fax #: 909-980-2957

E-Mail: gmadden@ieuw.org

PROGRAM CONTACT

Name: Gary Madden Title: 211 Director

Address: 9644 Hermosa Avenue Direct Phone #: 909-980-2857 X211

Rancho Cucamonga, CA 91730

Fax #: 909-980-2957 **E-Mail:** gmadden@ieuw.org

Rancho Cucamonga, CA 91730

Strategy:	Systems	hnc	Networ	ŀς
ou alegy.	Systems	anu	Mermoi	KS

FISCA	L CONTACT								
Name	e: Katrina	Richardson				Title:	Acc	ounts Re	ceivable Manager
Addre	ess:	9644 Hermosa				Direct	Phon	e #:	909-980-2857 X252
E-Ma	:1•	Rancho Cucamo			0			Fax #:	909-466-6867
L-IVIA		KIICHAIUSOHWIE	euw.oi	K					
ADDI'		NTACT (Describe Attaway): Pro	gram		Title:	Offi	ce/HR N	lanager
Addre	ess:	9644 Hermosa Rancho Cucamo	a Avenue nonga, CA 91730			Direct Phone #:			909-980-2857 X219
E-Ma	il:	sattaway@ieuv	v.org					Fax #:	909-466-6867
PROC	GRAM INFO	ORMATION							
TYPE	OF AGENCY	/ al Institution	Desci	ribe:	Choose an item.				
	Governme	nt Agency	Desci	ribe:	Choose an item.				
	Private En	tity/Institution	Desci	ribe:	Choose an item.				
	<u> </u>			ribe:	Non Profit				
FIRST	5 FOCUS A	REA	STRATEGY						
	Health			Health	Early Screening and Intervention Health Care Access Oral Health			Health Other:	& Safety Education
	Education			-	ducation Program to Quality Child C			Quality Other:	/ Provider Programs
	Family				Education rce Center & Case ement			Other:	
\boxtimes	Systems Systems							Comm	unity Outreach
				County Referra	Building		Other:		
	GRAM DESC . 2-1-1 wil 0-5.	need	ces to callers with	_		ICE ARE	A (LOCATIONS)		

SI022 Inland Empire United Way 211 POD FY15-16 5/28/2015 5:05 PM

2. 2-1-1 will provide 3% of callers with children 0-5 a follow up call to determine whether referral provided needed services.

Strategy: Systems and Networks

COMMISSION LEVEL OUTCOMES

SPA 2: Systems and Networks

Goal 2.1: Leadership as a Convener and Partner

Objective 2.1.a: Systems and services effectively support and engage children, families and communities

ASSIGNED ANALYST: Bobbi Albano

CONTRACT AMOUNT

Fiscal Year	Am	ount
2015-2016	\$	275,000
Total	\$	275,000

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CHILDREN		mission Re	•				hone				act Amount	
AND FAMILIES	Cinc	<u>ly Faulkne</u>	er, Ope	rations Manage	er	909-38 Contract	6-7706			\$ 275	5,000	
COMMISSION		Revenue	X End	cumbered U	Jnencum		Other:					
FOR	If no	ot encumbe	ered or r	evenue contract	type, pro	vide reasor	1:					
SAN BERNARDINO COUNTY	C	Commodity 95200		Contract Star July 1, 20		Contract June 3	End Date 0, 2016	-	- •	ginal Amount 5 275,000	Amendment A	Amour
	Fu	ınd De	ept.	Organization	Appr.	Obj/Rev	Source		GRC/I	PROJ/JOB No.	Amoun	t
STANDARD CONTRACT	RF	RC 9	03	PROG	300	3357			SI	NLCPY16	\$ 275,00	00
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	Fu	ınd De	ept.	Organization	Appr.	Obj/Rev	Source		GRC/I	PROJ/JOB No.	Amoun	t
		Abb	reviated 2-1-1		FY		timated mount	Payı	ment 7	Total by Fiscal `	Year Amount	I/D
					15-1	16 \$2	275,000	<u> </u>	—			
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					1							

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)	
Inland Empire United Way	
Department/Division	
<u>2</u> -1-1	
Address	Program Address (if different from legal address):
9644 Hermosa Avenue	
Rancho Cucamonga, CA 91730	
Phone	
(909) 980-2857	
Federal ID No.	
33-0502676	

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only							
☐ Contract Database	□ FAS						
Input Date	Keyed By						

	PROGRAM BUDGET	Attachment R
	PROGRAM WORK PLAN	Attachment A
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I. DEFINITIONS

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(I)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive 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.

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

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

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

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

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

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

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

<u>Overweight:</u> Is defined as a BMI at or above the 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.

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

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

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

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

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

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

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

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

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

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

<u>Reasonable Rate of Success:</u> 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).

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

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

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

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

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

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

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

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

Uninsured: individuals not covered by health insurance.

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2016. 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 this Contract Term is extended.

Initial Here

- B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available by the Commission.
- C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- F. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section 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. <u>Indemnification</u> – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

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

- 2. <u>Additional Insured</u> All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 3. <u>Waiver of Subrogation Rights</u> The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- 4. <u>Policies Primary and Non-Contributory</u> All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- 5. 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. <u>Acceptability of Insurance Carrier</u> Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- 8. <u>Deductibles and Self-Insured Retention</u> Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 9. <u>Failure to Procure Coverage</u> 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. <u>Insurance Review</u> – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

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

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

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

- b. <u>Commercial/General Liability Insurance</u> The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - 1) Premises operations, fixed assets and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal injury

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

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

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

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

or

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

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

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

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

AA. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines.

BB. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

CC. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: 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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

- 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
- 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 275,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof.

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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. Pavor 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, 2016, 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, 2016 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: Inland Empire United Way

9644 Hermosa Avenue

Rancho Cucamonga, CA 91730

Commission: First 5 San Bernardino

735 E. Carnegie Drive, Suite 150 San Bernardino, CA 92408

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

Initial Here

- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construes in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

B. Civil Rights Compliance

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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 COMMISS SAN BERNARDINO COUNTY	ION FOR	INLAND EMPIRE	E UNITED WAY
		Legal Entity	
>		>	
Authorized Signature		Authorized Signat	ture
Linda Haugan		Greg Bradba	rd
Linda Haugan Printed Name		Printed Name	14
Commission Chair		President and	d CEO
Title		Title	
Dated		 Dated	
Official Stamp			
Reviewed for Processing	Approved as to I	_egal Form	Presented to Commission for
g	, p p		Signature
•	>		>
Cindy Faulkner	Sophie Akins	-	Karen E. Scott
Operations Manager	Commission Cou	unsel	Executive Director
Date	Date		Date

SPA 2: Systems and Networks

Goal 2.1: Leadership as a Convener and Partner

Objective 2.1.a: Systems and services effectively support and engage children, families and communities

ATTACHMENT A PROGRAM WORKPLAN

SI022

2015 - 2016

Contract #:



Agency Name: Inland Empire United Way

Program Name: 211 Fiscal Year:

Service Area: Countywide

Expectation(s):	Provide referral provisions to the community identifying resources that support families of children 0-5							
Outcome(s):	Process referral provision for families o	f children 0-5 (Aggregate)	Follow-up with referral clients for continued collective impact (Aggregate)					
	Objective	Activity	Dosage	Verification				
Families of childres services (13,500)	en 0-5 will be given referrals to needed	Referral Provision	Ongoing	Monthly Reports				
	en 0-5 given a referral will receive a etermine whether referral provided (405)	Follow-up Call	Ongoing	Monthly Reports				

Program Description:

2-1-1 is an information referral system that includes a countywide, comprehensive, searchable database of verified government and non-profit service providers and programs. 2-1-1 will provide resource and referral to callers with children age 0-5 and a follow up call to 3% of calls.

Agency Rep Name:	Data Type:	<u>Aggregate</u>		
Agency Signature:	Reporting Period:	Monthly	<u>Due:</u>	On the 15th
Date Signed:	Program Cycle:	July 2015 – June 2016		



FISCAL YEAR: 2015-2016

	GANIZATION: DGRAM TITLE:	Inland Empire United Way 211			DIRECTOR:	DIRECTOR:	Gregory Bradba	ard, President and (CEO		PROGRAM YEAR: TOTAL BUDGET:		
INIT	TATIVE:				FINANCE OF	FICER:	Recruiting				RFP/CONTRACT #:	SI022	
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	
l.	SALARIES & BENEFITS		А	В	С	D	E	F	G	Н	1	J	
	Name:	Position:											
1	Gary Madden	211 Director	0.33	39.75	686	30%	27,269	8,181	35,449	107,484	33%	Responsible for all 211 activity, CPUC requirements, negotiating and managing contracts, promotional activities, outcomes, reporting, data collection and strategies, fundraising efforts, and developing disaster preparedness plans and relationships.	
2	Jeannette Sepulveda	211 Call Center Manager	0.33	24.76	686	30%	16,985	5,096	22,081	66,951	33%	Oversee daily operations of the 211 Call Center, team building/staff development, Quality Assurance, attainment of operational goals, overall service level performance and monitoring and staff training.	
3	Diana Yovanovich	211 Data & Research Manager	0.33	21	686	30%	14,406	4,322	18,728	56,784	33%	Responsible for the entire operation of the resource staff, the maintaining of the 211 database, and the 'cloud' telephony logic and its Automatic Call Distribution functionality.	
4	Monique Cain	211 Data & Research Supervisor	0.33	16	686	30%	10,976	3,293	14,269	43,264	33%	Lead team member on the 211 database, including data accuracy, the look and feel of the page layout, format continuity and appropriate linking of AIRS Taxonomy terms to the services agencies provide, and developing and maintaining progressive relationships with providers.	
5	Cheryl Genung	IT Tech	0.22	41.19	450	30%	18,536	5,561	24,096	111,378	22%	The in-house IT Tech is directly responsible for the proper functioning of the computers, servers, switches, firewall, the full network and phone technology required for the 211 Call Center.	
6	Recruiting	CFO	0.13	40	270	30%	10,800	3,240	14,040	108,160	13%	The CFO is responsible for managing and overseeing the Finance & HR Department, prepare all financial reports, prepare the operating budget, providing professional services to the Finance Committee, overseeing the annual independent audit, overseeing compliance and recognition for all grants and contracts.	



FISCAL YEAR: 2015-2016

ORGANIZATION: DIRECTOR: PROGRAM YEAR: 2015-2016 Inland Empire United Way Gregory Bradbard, President and CEO PROGRAM TITLE: PROGRAM DIRECTOR: Gary Madden, 211 Director TOTAL BUDGET: \$275,000 211 INITIATIVE: FINANCE OFFICER: RFP/CONTRACT #: SI022 Recruiting First 5 % of TOTAL PAY RATE # OF HOURS BENEFIT RATE F5SB SALARY **F5SB BENEFITS F5SB BUDGET TOTAL SALARY** SALARY BUDGET CATEGORY FTE **DESCRIPTION/ JUSTIFICATION** SALARIES & BENEFITS The HR & Office Manager is responsible for monitoring and ordering supplies, maintain vendor accounts, coordinate and schedule repair and maintenance of equipment and facilities, maintain compliance with federal and state HR regulations concerning employment, maintain accurate and complete personnel records, oversee training and safety programs, conduct new employee orientations, prepare payroll, develop and maintain employee handbook, record and process accounts 2,089 7 Suzan Attaway 0.16 20.91 333 30% 6,963 9,052 56,541 16% payable, supervise the donor designation process Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals to persons seeking help, and conducts follow-up calls. Assists Call Center Manager with Quality Assurance Processes and Gail Kunz Lead Community Resource Advisor 0.36 17.5 750 30% 13,125 3,938 17,063 47,320 36% Training Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals to persons seeking help, and conducts follow-up calls. Leads response to First 5 calls & performs 100% callback surveys. Leads and trains staff on Post Partum Depression, Trauma 9 Maritza Pelayo Early Childhood Development Specialist 0.33 16 686 30% 10,976 3,293 14,269 43,264 33% Informed Care and other early childhood development issues. Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals 10 Lila Narrete Community Resource Advisor 0.33 14.5 686 30% 9,947 2,984 12,931 39,208 33% to persons seeking help, and conducts follow-up calls. Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals 11 Ana Prado 13,823 Community Resource Advisor 0.33 15.5 686 10,633 3,190 41,912 30% 33% to persons seeking help, and conducts follow-up calls. Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals 12 Cynthia Torres Community Resource Advisor 0.33 686 30% 9,947 2,984 12,931 39,208 33% to persons seeking help, and conducts follow-up calls. 14.5

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10:59 AM 5/28/2015 Revision 1



FISCAL YEAR: 2015-2016

ORG	ANIZATION:	Inland Empire United Way			DIRECTOR:		Gregory Bradba	ard, President and	CEO		PROGRAM YEAR:	2015-2016
PRO	GRAM TITLE:	211			PROGRAM D	IRECTOR:	Gary Madden,	211 Director			TOTAL BUDGET:	\$275,000
INITI	ATIVE:				FINANCE OF	FICER:	Recruiting				RFP/CONTRACT #:	SI022
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
ı.	SALARIES & BENEFITS		А	В	С	D	E	F	G	Н	1	J
13	Yesenia Torres	Community Resource Advisor	0.33	14.71	686	30%	10,091	3,027	13,118	39,776	33%	Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals to persons seeking help, and conducts follow-up calls.
14	Imelda Banuelos	Community Resource Advisor	0.33	15.28	686	30%	10,482	3,145	13,627	41,317	33%	Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals to persons seeking help, and conducts follow-up calls.
15	Atalia Morales	Community Resource Advisor	0.12	14.5	249	8%	3,611	289	3,899	32,573	12%	Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals to persons seeking help, and conducts follow-up calls.
16	Veronica Rojas	Community Resource Advisor	0.12	14.5	249	8%	3,611	289	3,899	32,573	12%	Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals to persons seeking help, and conducts follow-up calls.
17	Eddie Ortiz	Community Resource Advisor	0.12	14.5	249	8%	3,611	289	3,899	32,573		Answers calls, collects demographic and other information, performs caller assessment, provides information and referrals to persons seeking help, and conducts follow-up calls.
	Total Salaries & Benefits								\$ 247,174			

10:59 AM 5/28/2015 Revision 1



FISCAL YEAR: 2015-2016

 ORGANIZATION:
 Inland Empire United Way
 DIRECTOR:
 Gregory Bradbard, President and CEO
 PROGRAM YEAR:
 2015-2016

 PROGRAM TITLE:
 211
 PROGRAM DIRECTOR:
 Gary Madden, 211 Director
 TOTAL BUDGET:
 \$ 275,000

INITIATIVE: FINANCE OFFICER: Recruiting RFP/CONTRACT #: S1022

NITIATIVE:	FINANCE OFFICER: Recruiting		RFP/CONTRACT #: S1021
I. SERVICES & SUPPLIES			
		TOTAL F5SB	
Expense:	% of Allocation:	BUDGET	Description/Justification:
			Program materials and supplies such as web traffic tracking, ca
			center management & other software, headsets, directories,
			banners, displays, non-printed outreach materials, and name
1 PROGRAM MATERIALS/SUPPLIES	25%	1,667	
			Includes software trainings, specialized professional
			development trainings for Community Resource Advisors such
			as cultural competency, Post Partum Depression, Child Abuse,
2 STAFF DEVELOPMENT/TRAINING	25%	833	
			Marketing to First 5 families such as through the SB Sun firm
3 ADVERTISEMENTS			and others.
			The printing costs are for collateral that will be targeted and
			disseminated to low/moderate income First 5 families,
4 PRINTING	20%	1,200	especially in the underserved areas, and to service providers.
			The postage dollars requested are for sending materials to the
			low/moderate income 0-5 families, especially in the
5 POSTAGE	25%	500	underserved areas, and to service providers.
			The 211 operation occupies half of a commercial building in
			Rancho Cucamonga, sufficient for expected growth of the 211
			project for several years and is equipped with emergency
6 RENT/LEASE BUILDING	14%	12,000	power provisions for disaster and crisis preparation.



FISCAL YEAR: 2015-2016

ORGANIZATION: Inland Empire United Way	DIRECTOR:	Gregory Bradbard, Pre	sident and CEO		PROGRAM YEAR:		2015-2016
	PROGRAM DIRECTOR:	Gary Madden, 211 Dire		TOTAL BUDGET:	\$	275,000	
INITIATIVE:	FINANCE OFFICER:	Recruiting			RFP/CONTRACT #:		SI022
7 BUILDING/EQUIPMENT MAINTENANCE 8 UTILITIES 9 PROFESSIONAL SERVICES/CONSULTANTS 10 PROFESSIONAL SERVICES/CONSULTANTS		25% 10% 25% 100%	5,876 1,250	Janitorial, P Electrical re repairs, Pai 24/7 opera telecommu preparedne phone lines	ic (211 database)	, Plumbing ser oning maintena and Window cl lighting, inectivity and c	vices, ance & eaning. Iisaster
Total Services & Supplies			27,826				
III. FOOD			27,820				
Event(s):			TOTAL F5SB BUDGET		Description/Justif	ication:	
Total Food			\$ -				
IV. TRAVEL							
Destination:	Purpose:		TOTAL F5SB BUDGET		Description/Justif	ication:	_
Total Travel			-				



FISCAL YEAR: 2015-2016

Inland Empire United Way Gregory Bradbard, President and CEO ORGANIZATION: DIRECTOR: **PROGRAM YEAR:** 2015-2016 275,000 PROGRAM TITLE: 211 PROGRAM DIRECTOR: Gary Madden, 211 Director **TOTAL BUDGET:** \$ INITIATIVE: FINANCE OFFICER: Recruiting RFP/CONTRACT #: SI022 **SUBCONTRACTORS TOTAL F5SB BUDGET** Description/Justification: Organization Name: **Total Subcontractors** INDIRECT COSTS Percent: Basis: Total Indirect Costs \$ **TOTAL FIRST 5 BUDGET** 275,000



AGENDA ITEM 6 JUNE 3, 2015

Subject

Prevent Child Abuse California for AmeriCorps Service Contract 2015-2016

Recommendations

Authorize action of the Executive Director to negotiate a contract to participate in the First 5 Service Corps program for Fiscal Year 2015-2016 and authorize \$74,200 funding match for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2015-2016.

(Presenter: Mary Alvarez, Staff Analyst II, 252-4258)

Financial Impact

\$74,200 for Fiscal Year 2015-2016

Background Information

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

F5SB staff seek to gain Commission approval to negotiate a contract to fund the match for Fiscal Year 2015-2016 for four (4) positions at 1700 hours each to provide a year round program. Members will continue to have presence in multiple preschools sites throughout the county promoting school readiness. The requirement for matching the federal dollars for F5SB is \$18,550 per full-time AmeriCorps member for an 11-month service term. This requested funding would be allocated from the Commission's education service priority area (SPA 1).

AmeriCorps members are used by fifteen (15) County First 5 Commissions who provide the local match to leverage federal grant dollars awarded to California. In addition, strengthening a service delivery system and model, and obtaining training and technical assistance, participation in the AmeriCorps program has enabled members to increase early literacy, language and school readiness skills by providing individualized, one-on-one and small group sessions for educationally disadvantaged children ages 2-5 across California.

The Legal Applicant for the First 5 Service Corps (AmeriCorps) grant is the California Children and Families Foundation (CCAFF) which is the sister agency to the First 5 Association. Prevent Child Abuse California (PCA CA) provides intermediary services as outlined in a contract between PCA CA and CCAFF, but provides no funding for member costs. The AmeriCorps member cost is \$74,200 per year which includes Living Allowance, FICA, Workers Comp, Health Care, Background Checks, Payroll Processing, Data Collection Systems, Member Training Costs, Administrative Costs, Program Supplies and Education Award. The Federal contribution per year is \$11,606 per member plus an additional \$5,500 set aside for the Education Award available to the AmeriCorps member after successful completion of their tour of duty.

Since F5SB's utilization of the AmeriCorps service members, the Commission has been able to support and provide between 20-35 hours of individualized service to over 700 children through several preschool venues throughout the county. As a result of this work, program evaluation data indicates a positive impact by the members on their students in the several educational domains for age-appropriate

AGENDA ITEM 6 JUNE 3, 2015 PAGE 2

math competency, literacy conceptualization, social competence, effective learning, and physical and motor competence. For Fiscal Year 2014-2015, approximately 120 children have been served. Results on gains will be tallied at the end of the service year. It is anticipated that children will display high percentages of gains, as the data has shown every year for the past 6 years.

Candidates selected for service must have a high school diploma or GED, general knowledge of early childhood development, advocacy and outreach strengths and ability to be flexible in diverse ethnic, social and economic communities. An open recruitment is held and members are selected in a competitive interview process.

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

Review

Sophie Akins, Commission Counsel

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



May 29, 2015

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

Attn: Ian Hadley, First 5 Service Corps Project Manager

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Ca	mn	บเร	ราก	ners

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

Linda Haugan Chair

Dear lan,

Sincerely.

This letter is to express our intent to participate in the First 5 Service Corps program during the 2015/16 program year with an anticipated start date of August 17, 2015, or later. First 5 San Bernardino (F5SB) intends to recruit/enroll the following number of AmeriCorps members:

Maxwell Ohikhuare, M.D. Vice-Chair

of 900-HR Members: 0 # of 1,700-HR Members: 4

Josie Gonzales Commissioner

Margaret Hill Commissioner

Paul Vargas Commissioner

Elliot Weinstein, M.D. Commissioner

Ron Powell Commissioner F5SB understands and agrees that the cash match contribution for this slot allocation is \$74,200.00. F5SB further understands and agrees that it will be necessary to enter into contract with Prevent Child Abuse California, and that the contract will be submitted to F5SB in the immediate future. Nothing binds F5SB herein to the extent that the parties are unable to agree to the terms and conditions of said contract. However, to the extent that the parties are able to reach agreement, F5SB agrees to the invoicing schedule below:

	Corresponding Month(s)	Invoice to be Sent	Invoice due to PCA CA	Amount Due*
First Invoice	August, 2015; September, 2015;	Third week of	Net 30	\$10,992.68
	October, 2015	July, 2015		\$15,801.83
				\$26,794.51
Second Invoice	November, 2015; December, 2015; January, 2016	Last week of September,	Net 30	\$15,801.83
Third Invoice	February, 2016; March, 2016; April, 2016	Last week of December, 2015	Net 30	\$15,801.83
Fourth Invoice	May, 2016; June, 2016; July, 2016	Last week of March, 2016	Net 30	\$15,801.83
			Total:	\$74,200.00

,,		
Signature		
Karen E. Scott		
Print Name	Title	

EXHIBIT F ASSURANCES AND CERTIFICATIONS

I. ASSURANCES

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

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

Exhibit F Page 1 of 7

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

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

Exhibit F Page 3 of 7

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

II. CERTIFICATIONS

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

Exhibit F Page 5 of 7

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

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

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

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

Exhibit F Page 6 of 7 E. Notice of Error in Certification or Assurance

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

F. Definitions

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

G. Assurance Requirement for Subgrant Agreements

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

H. Assurance Inclusion in Subgrant Agreements

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

I. Assurance of Subgrant Principals

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

J. Non-Assurance in Subgrant Agreements

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

K. Prudent Person Standard

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

Signature	Date	
Linda Haugan, First 5 Commission Chair		
Print Name and Title		

2015/2016 SUBMISSION INSTRUCTIONS

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

WE THANK YOU IN ADVANCE FOR YOUR PARTICIPATION!

CELLS FILLED IN YELLOW REQUIRE DATA ENTRY

NEW ITEMS FOR 2015-2016!

DUNS NUMBER

Pursuant to the 2015 General Terms and Conditions (for AmeriCorps Programs), you must provide PCA CA with your DUNS Number, which will then be included in your 2015-2016 AmeriCorps Contract. If you do not have a DUNS number, you can obtain one from Dun and Bradstreet, Inc. by calling 866-705-5711, or online at http://fedgov.dnb.com/webform. A DUNS Number is free to all businesses required to register with the Federal government for contracts or grants.

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

RISK ASSESSMENT

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

PLEASE READ ALL INSTRUCTIONS CAREFULLY. IF YOU ARE UNCLEAR AS TO HOW TO PROCEED, PLEASE CONTACT JIM PREVITE AT jprevite@thecapcenter.org or 916-244-1940

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

PREVENT CHILD ABUSE CALIFORNIA 4700 ROSEVILLE ROAD. SUITE 102 NORTH HIGHLANDS, CA 95660 ATTN: PCA CA AMERICORPS SUBCONTRACTING

You must also submit your completed workbook via email to Jim Previte at jprevite@thecapcenter.org

2015/2016 FIRST 5 SERVICE CORPS AGENCY INFORMATION

AGENCY INFORMATION

Legal Name (Must match DUNS):	Children and Families Commission
DUNS Number:	841114882
Street Address:	735 E. Carnegie Drive, Suite 150
City:	San Bernardino
State:	CA
ZIP+4:	92408-3574
Main Contact/Title:	Mary Alvarez, Staff Analyst II
Telephone:	909-252-4258
Cell Phone:	
Email:	malvarez@cfc.sbcounty.gov
Fiscal Agency Name:	Same as above
Fiscal Contact/Title:	Same as above
Street Address:	Same as above
City:	Same as above
State:	Same as above
ZIP+4:	Same as above
Telephone:	Same as above
Cell Phone:	Same as above
Email:	Same as above
Select Fiscal Year Start:	August Select Fiscal Year End: June

2015/2016 FIRST 5 SERVICE CORPS RISK ASSESSMENT

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

AGENCY INFORMATION							
Lead Agency Name: Children a	nd Families C	Commission	1				
Agencyle Centreet Eynerienee							
Agency's Contract Experience Types of Contract (check all that							
Types of Contract (check all that		Ma	Nat Com	NI/A	Fymanianas in Vasus		
	Yes	No	Not Sure	N/A	Experience in Years		
AmeriCorps	V				3-10		
Other Federal			V				
State	✓				10 or more		
Local	<u> </u>				10 or more		
Other (please describe:)	Briefly Desci	ribe Other (Contracting (Type(s) in			
	this box						
Program Complexity							
1. How many individuals are emp							23
2. On a scale of 1 to 5, what leve							5
3. On a scale of 1 to 5, to what d							5
4. On a scale of 1 to 5, what is the						n?	5
5. How many of your agency pro-							1
6. Does your agency maintain wr	itten policies	and proced	ures regard	ing the Am	eriCorps program, other t	han those provided	
by PCA CA?							Yes
7. If you answered "yes" to quest	ion 6 how ofte	en are the p	olicies and	procedures	s updated?		As Needed
8. Does your agency have consist			t access to e	enable web	inar attendance and facili	itate online	
electronic timekeeping for America							Yes
9. On a scale of 1 to 5, how acce			an IT profes	sional who	can identify and resolve	IT issues that could	
impede your ability to communication	ate with PCA	CA?					5
10. Will all AmeriCorps members							No
11. If you answered "no" to quest							Yes
12. If you answered "yes" to ques							Yes
13. If your agency works with mu							30 Miles
14. Will you contract with any oth	er party to co	mplete any	aspect of the	ne AmeriCo	orps program?		Yes
15. If you answered "yes" to ques						Corps program?	1
Will some AmeriCorps member							Yes
17. What percentage of the Serv							15%
18. Will an individual be designated							Yes
19. Are the facilities of all Service	e Sites sufficie	ent (will mei	mbers have	a space to	serve from, computer, in	ternet access,	
telephone, etc.) to conduct and/o	r deliver Ame	riCorps pro	gram activit	ties?			Yes
AmeriCorps Program Staff (as	listed in you	r agency's	budget)				
Position	Tenure	Licensed	I/Certified		Education	Describe Other	Education
Staff Analyst II	3-10	No		Bachelor's	Degree		
ENTER TITLE							
ENTER TITLE							
ENTER TITLE							
ENTER TITLE							
AmeriCorps Adminstrative/Fise	cal Staff (ON	LY if contr	ibuting In-k	Kind Match	1)		
Position	Tenure	Licensed	I/Certified		Education	Describe Other	Education
ENTER TITLE							
ENTER TITLE							
ENTER TITLE							
ENTER TITLE							
ENTER TITLE							
CERTIFICATION							
I certify to the best of my knowled	dge and belief	f that this p	rogram asse	essment is	correct and complete.		

Karen E. Scott, Executive Director

2015/2016 FIRST 5 SERVICE CORPS NATIONAL SERVICE CRIMINAL HISTORY CHECK AUTHORIZATION

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

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

AGENCY INFORMATION

Lead Agency Name:	Children and Families Commission
Service Site Name:	Not Applicable
Individual's Name:	

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

Signature			
J			
Date			

2015/2016 FIRST 5 SERVICE CORPS SUPPORTING DOCUMENTS

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission

SUPPORTING DOCUMENTS

INSURANCE

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

V	Comprehensive General Liability Insurance which includes products/completed operations, independent contractors, contractual liability, and broad form property damage coverages with a combined single limit of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 aggregate.					
	-	e endorsement showing that PCA CA is named as an additional insured on your Comprehensive General Liability must be submitted. The following types of additional endorsements are acceptable:				
		937 911				
	REQUIRE	D FROM ALL CONTRACTORS.				
7	Automobi	le Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per e. REQUIRED FROM ALL CONTRACTORS.				
	CONTRAC CONTRAC clinicians/t	nal Liability Insurance or Errors and Omissions Insurance with a limit of not less than \$1,000,000. REQUIRED FROM ALL CTORS WHO EMPLOY LICENSED CLINICIANS/THERAPISTS OR PROVIDE COUNSELING SERVICES IN RELATION TO THIS CT. DIRECTORS AND OFFICERS INSURANCE WILL NOT SUBSTITUTE. If your agency does not employ licensed herapists and does not provide counseling services in relation to this contract, you must complete and submit the Professional artification on tab 3.				
OTHER DO	OCUMENTS N/A	S				
✓		Program Assessment. TAB 3				
	V	National Service Criminal History Check (ONLY IF CONTRIBUTING IN-KIND MATCH). TAB 4				
✓		Match and Match Certification. TAB 6				
V		Professional Liability Insurance Certification, if applicable. TAB 7				
✓		eGrants User Access Form. TAB 8				
V		Partnership Form(s). Complete one form for your own agency, and one form for each service site. TAB 9				
V		Disaster and Emergency Response Information. TAB 10				
V		Labor Organization Certification. TAB 11				
	V	Labor Union Concurrence, if applicable. TAB 12				
	V	Electronic copy of your agency's most recent audited financials, or A-133 (if applicable).				
PREPARE	D BY:	Mary Alvarez, Staff Analyst II				
		SIGNATURE				

2015/2016 FIRST 5 SERVICE CORPS MATCH & MATCH CERTIFICATION

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission

CASH MATCH

Pleae review the information below, as it determines the amount of your 2015/2016 AmeriCorps Contract. Please make any change requests in writing to your project manager. Members who are serving through one Lead Agency and have the same Position Description should receive the same living allowance amount. Variations in Position Descriptions and/or living allowances must be approved by your project manager and PCA CA's Chief Program Officer.

Term of	Tier	# of	Living Allowance	Non-Refundable	Total	Cash Match	Total Cash Match
Service		Members		Member Enrollment	Non-Refundable		
				Cost	Member Enrollment		
					Cost		
	1		\$12,530	\$1,409.47	\$0.00	\$8,900	\$0
	2		\$14,300	\$1,726.67	\$0.00	\$11,175	\$0
1700	3		\$16,900	\$2,192.62	\$0.00	\$14,550	\$0
	4	4	\$20,000	\$2,748.17	\$10,992.68	\$18,550	\$74,200
	5		\$22,800	\$3,249.96	\$0.00	\$22,175	\$0
	1		\$6,650	\$1,073.19	\$0.00	\$4,300	\$0
	2		\$7,600	\$1,243.44	\$0.00	\$5,525	\$0
900	3		\$8,950	\$1,485.37	\$0.00	\$7,275	\$0
	4		\$10,600	\$1,781.07	\$0.00	\$9,400	\$0
	5		\$12,100	\$2,049.88	\$0.00	\$11,350	\$0
				Subtotal Non-		Maximum Amount of	
				Refundable Member	\$10,992.68	AmeriCorps	\$74,200
				Enrollment Cost=		Contract=	

2015/2016 FIRST 5 SERVICE CORPS MATCH & MATCH CERTIFICATION

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission

NON-FEDERAL CASH MATCH CONTRIBUTION

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

SOURCE		AMOUNT
Proposition 10 Tobacco Tax	\$	74,200.00
	Subtotal \$	74,200.00

FEDERAL MATCH CONTRIBUTION (NON-CNCS), IF APPLICABLE

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

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

IN-KIND CONTRIBUTION, IF APPLICABLE

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

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

CERTIFICATION

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

Karen E. Scott, Executive Director
Authorized Certifying Official Name

Signature/Date

(909) 252-4252

Telephone Number (with extension, if applicable)

2015/2016 FIRST 5 SERVICE CORPS PROFESSIONAL LIABILITY INSURANCE CERTIFICATION

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

2015/2016 FIRST 5 SERVICE CORPS eGRANTS USER ACCESS FORM

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

AGENCY INFORMATION

AGENCY INFORMAT	TION
Lead Agency Name:	Children and Families Commission
Street Address:	735 E. Carnegie Drive, Suite 150
City:	San Bernardino
State:	CA
ZIP:	92408-3574
PRIMARY USER	
Staff Name:	Mary Alvarez
Title:	Staff Analyst II
Phone 1:	909-252-4258
Phone 2:	
Email:	malvarez@cfc.sbcounty.gov
SECONDARY USER	
Staff Name:	Scott McGrath
Title:	Supervisor
Phone 1:	909-252-4259
Phone 2:	
	scott.mcgrath@cfc.sbcounty.gov

PREPARED BY:	Mary Alvarez, Staff Analyst II	
	SIGNATURE	DATE

2015/2016 FIRST 5 SERVICE CORPS AMERICORPS PARTNERSHIP FORM

AGENCY INFORMATION

Lead Agency Name:	Children and Families Commission
Street Address:	735 E. Carnegie Drive, Suite 150
City:	San Bernardino
State:	CA
Zip:	92408-3574

PARTNERSHIP INFORMATION	
Partner Organization Name:	County of San Bernardino Preschool Services Department
First Name:	Nighett
Middle Name:	
Last Name:	Ahmed
Contact Organization Name:	
Title:	Deputy Director
Address:	662 S. Tippecanoe Avenue
City:	San Bernardino
State:	CA
ZIP+4:	92415-0630
Phone:	909-383-2046
Fax:	
County:	San Bernardino
Email:	anighett@psd.sbcounty.gov
Website:	http://hss.sbcounty.gov/psd/

SITE PLACEMENT INFORMATION (IF APPLICABLE)

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

PARTNER RESOURCES

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

PARTNER ORGANIZATION INFO

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



AGENDA ITEM 7 JUNE 3, 2015

Subject

Amendment A1 for Contract IC023 with Harder+Company Community Research

Recommendations

Approve Amendment A1 to Contract IC023 with Harder+Company Community Research in the amount of \$294,460 for Fiscal Year 2015-2016 resulting in a cumulative total amount of \$1,177,840 for Fiscal Years 2012-2016 to provide external evaluation, consultation, and professional services.

(Presenter: Scott McGrath, Supervisor, 252-4259)

Financial Impact Background Information

\$1,177,840 for Fiscal Years 2012-2016

A fundamental concept of the First 5 program is to focus on the benefit to participants rather than to mainly assess activities. This principle is reflected in Section 130100(b) of the California Children and Families Act (Act), which states that "the state and county commissions shall use outcome-based accountability to determine future expenditures." The Act further states, in Section 130400(a)(1)(C)(ii), that each strategic plan "shall, at a minimum, include ... a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators."

On May 6, 2012, the Children and Families Commission approved Contract IC023 with Harder+Company Community Research for Fiscal Years 2012-2015 in the annual amount of \$294,460 and a cumulative amount of \$883,380 to provide a variety of services related to evaluation and facilitation. Harder+Company provides a wide variety of supportive services such as technical support and training for both commission and funded agency staff, Data analysis, data quality checks, preparation of the annual evaluation brief and data book, development of evaluation instruments and frameworks and our annual funded agency survey, In addition to these ongoing services, Harder+Company has partnered with First 5 San Bernardino (F5SB) Staff on a number of special projects. Some of the outcomes achieved through these projects were:

- ➤ A comprehensive "look-back" report detailing the accomplishments of F5SB since its inception in 1999.
- An evaluation for the F5SB Capacity Building Academy
- ➤ 8 Asset maps and reports detailing regional community assets and challenges from a community member perspective.
- Successful facilitation in the creation of and commission approval of F5SB's Strategic Plan for 2015-2020
- A comprehensive systems level evaluation of our Healthy Cities initiative

Due to the ongoing relationship with Harder+Company whom we have contracted with since 2007 and the desire to complete projects that are in progress, approval is being requested for approval for Fiscal Year 2015-2016. Pending Commission approval, Harder+Company will continue with ongoing evaluation activities in addition to several special projects including:

AGENDA ITEM 7 JUNE 3, 2015 PAGE 2

- Design and Implementation of Data Dashboards to monitor agency performance and to provide a snapshot of progress towards strategic plan goals and objectives.
- ➤ Evaluation of the roll-out of the Family Development Matrix being utilized for evaluation and best practice in our new Family Support Initiative.
- Process evaluation of the county's collaborative effort to build a Quality Rating Improvement System for our County childcare providers.
- Deeper analysis and reporting of data obtained from the First 5 San Bernardino Universal Screening efforts using Geo-Mapping technology and the effect of the Nurturing Parenting Program on reducing the risk of child abuse.

Review

Sophie Akins, Commission Counsel

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



Program Outline Document 2015-2016

AGENCY INFOR	MATION		
		Contract #:	IC023A1
Legal Entity:	Harder+Company Community Research		
Dept./Division:			
Project Name:			
Address:	202 West 1 st St. Suite 4-0430	Phone #:	(213) 891-1113
	Los Angeles, Ca. 90012	<u> </u>	
Website:	http://harderco.com	Fax #:	(213) 891-0055
Program Site Address:	same	Client Referral Phone #	N/A
	Choose an item.		
CONTACT INFO	RMATION		
	ESENTATIVE/SIGNING AUTHORITY Faddy-Sandino	Title: Vice Preside	ent
Address:	202 West 1st St. Suite 4-0430	Direct Phone #:	(212)001 1112
Address.	Los Angeles, Ca. 90012	Direct Phone #.	(213)891-1113
		 Fax #:	(213) 891-0055
E-Mail:	Staddy-sandino@harderco.com	<u></u>	
PROGRAM CONT	-ACT		
	Greene	Title: Senior Rese	arch Associate
Address:	same	Direct Phone #:	same
		 Fax #:	same
E-Mail:	jgreene@harderco.com	<u>—</u>	
FISCAL CONTACT	•		
Name: Egan B	rumley	Title: Financial M	anager
Address:	299 Kansas St.	Direct Phone #:	(415) 522-5400
	San Francisco, Ca. 94103	_	
E-Mail:	ebrumley@harderco.com	Fax #:	(415) 522-5145

ADDITIONAL CONTACT (Describe): Contract Representative Name: Anna Cruz			Title:	Research Associate					
Addr	ess:	202 W. 1 st st. So Los Angeles, Ca				Direct Pho		e #:	(213) 891-1113
E-Ma	il:	acruz@harderc	o.com	o.com				Fax #:	(213) 891-0055
PRO	GRAM INFO	ORMATION							
TYPE	OF AGENCY Education	r al Institution	Desci	ribe:	Choose an item.				
	Governme	nt Agency	Desci	ribe:	Choose an item.				
\boxtimes	Private Ent	tity/Institution	Desci	ribe:	Choose an item.				
	Communit	y-Based	Desci	ribe:	Choose an item.				
FIRST	5 FOCUS A	REA	STRA	TEGY					
Health		Early Screening and Inter Health Care Access Oral Health		vention		Health & Safety Educatio Other:			
	Education		Early Education Programs Access to Quality Child Co				Other:	y Provider Programs al Contract	
	Family			Resour	Education rce Center & Case gement			Other:	
	Systems			Implen	ated Systems Planr nentation wide Information	_		unity Outreach	
				Referral Systems Organizational Capacity		Building		Evaluation/Web-based dat system	
PROGRAM DESCRIPTION Harder+Company helps nonprofits, public agencies, and found pursue their missions through high-quality research and conservices. They provide data-driven analysis to help organ understand the results of their programs and initiatives—and that data into actionable improvements. Their expertise span range of social impact areas, such as healthcare, social community development, educational achievement, arts and culviolence prevention. Consulting services provided by the firm program evaluation, strategic planning, community engagem				ensulting nizations translate a wide services, ure, and include	SERV	ICE ARE	A (LOCATIONS)		

Harder+Co- ICO23 A1 Eval POD FY15-16.docx 5/28/2015 10:48 AM

nonprofit capacity-building.

COMMISSION LEVEL OUTCOMES

ASSIGNED ANALYST: William Kariuki

CONTRACT AMOUNT

Fiscal Year	Am	ount
2012-2013	\$	294,460
2013-2014	\$	294,460
2014-2015	\$	294,460
2015-2016	\$	294,460
Choose an item.	\$	
Choose an item.	\$	
Total	\$	1,177,840

										FOR COM	MISSION USE	ONL
	New Vendor Code X Change Cancel					SC	Dept.			Contract	Number	
							903			IC02	3 A1	
	Organiz	zation				Dept. Orgn.			Contractor's License N			
				Commission		903 PROG						
CHILDREN		ssion Rep				Telephone			Total Contract Amount			
AND FAMILIES	Cindy	Faulkner.	<u>, Opera</u>	tions Manage	r	909-386 Contract T			\$1,177,840			
COMMISSION	Re	evenue 2	X Encu	mbered 🔲 L	Unencumbered Other:							
FOR	If not e	encumber	ed or rev	enue contract	type, pro	vide reason	·				T	
SAN BERNARDINO COUNTY	Commodity Code Co			Contract Star July 1, 20			Contract End Date June 30, 2016		Original Amount \$883,380		Amendment A \$294,46	
	Fund	Dep ^s	t. C	Organization	Appr.	Obj/Rev	Source		GRC/I	PROJ/JOB No.	Amoun	t
STANDARD CONTRACT	RRC	903	3 P	ROG	300	2445					\$294,46	60
	Fund	d Dep	t. C	Organization	Appr.	Obj/Rev	Source	!	GRC/I	PROJ/JOB No.	Amoun	t
	Fund	d Dep	t. C	Organization	Appr.	Obj/Rev	Source	1	GRC/I	PROJ/JOB No.	Amoun	t
	Abbreviated Use External Evaluation,				FY		timated mount	Pay	ment T	otal by Fiscal `FY	rear Amount	I/D
	Consultation & Professional Services				15-1	16 \$2	94,460	<u> </u>				
								_				_

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)	
Harder+Company Community Research	
Department/Division	
Address	Program Address (if different from legal address):
202 West 1st Street, Suite 4-0430	
Los Angeles, CA 90012	
Phone	
(213) 891-1113	
Federal ID No.	
94-3042271	

AMENDMENT NO. 1

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Commission and Contractor previously entered into Contract No. IC023 on July 1, 2012, (Contract) wherein Contractor agreed to provide external evaluation activities, consultation and professional services 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:

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- 1. Paragraph A of Section I, TERM, is amended 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 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 VII, FISCAL PROVISIONS, is amended as follows:

A. Contract Amount

The maximum amount of reimbursement under this contract shall not exceed \$1,177,840 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>294,460</u>	July 1, 2012 through June 30, 2013
Fiscal Year 2012-2013	\$ <u>294,460</u>	July 1, 2013 through June 30, 2014
Fiscal Year 2014-2015	\$ <u>294,460</u>	July 1, 2014 through June 30, 2015
Fiscal Year 2015-2016	\$ <u>294,460</u>	July 1, 2015 through June 30, 2016

Initial Here

4. Paragraph A of Section IX, 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: Harder+Company Community Research

202 West 1st Street, Suite 4-0430

Los Angeles, CA 90012

Commission: First 5 San Bernardino

735 E. Carnegie Drive, Suite 150 San Bernardino, CA 92408

continued on next page

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Attachment B – Amended Progra	Attachment B – Amended Program Budget for 2015-2016						
6. All other terms and conditions of	this contract shall re	main in full force an	d effect.				
CHILDREN & FAMILIES COMM SAN BERNARDINO COUNTY	IISSION FOR	RESEARCH	MPANY COMMUNITY				
		Legal Entity					
Authorized Signature		Authorized Si	gnature				
Linda Haugan Printed Name		Sonia Tad	dy-Sandino				
Commission Chair		Vice Presi	dent				
Title		Title					
Dated		Dated					
Official Stamp							
Reviewed for Processing	Approved as to	o Legal Form	Presented to Commission for Signature				
>	•		>				
Cindy Faulkner	Sophie Akins		Karen E. Scott				
Operations Manager	Commission C	Counsel	Executive Director				
Date	Date		Date				

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 Work for 2015-2016

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Harder+Company Community Research Scope of Work First 5 San Bernardino Comprehensive Evaluation 2015-2016

The following narrative highlights evaluation activities and services we anticipate providing to First 5 San Bernardino. In an effort to ensure continuity with previous years' evaluations, we will retain as many components of the existing system as possible (which allows for meaningful comparisons over time) while allowing flexibility to expand and adapt systems to meet the Commission's needs.

I. Technical Support and Training

The Harder+Company team will provide technical support and assistance to First 5 staff, Commissioners and funded contractors.

- → Task 1.1 Develop and monitor Evaluation Frameworks & Tools: Harder+Company will develop, update and monitor evaluation frameworks for each strategy including the identification or adaptation of standard tools to measure outcomes across funded partners. The evaluation framework outlines the type of data that will be collected by funded partners, the tools they will use, and how data will be reported to F5SB.
- + Task 1.2 Training & Capacity Building for Funded Contractors: Harder+Company will support First 5 staff by assisting with the planning and facilitation of orientation meetings, trainings, and peer learning opportunities. We anticipate that this will include support and training/facilitation for approximately 3 to 4 partner meetings/trainings per year at the discretion of First 5 staff.
- → Task 1.3 Technical Support to First 5 Staff: Harder+Company will provide ongoing technical support to First 5 staff with the specific goal of supporting the work of the Evaluation Department staff. We anticipate that this will include providing training and support to help F5SB staff so that they can provide direct assistance to funded agencies related to data collection, data entry, and data use. We anticipate that this would include 2-3 meetings per year (including sharing evaluation findings related to organizational effectiveness) as well as ongoing in-person and phone support as needed. Harder+Company will also participate in in-person joint team meetings with the F5SB Internal Evaluation Team at least once every six weeks to support ongoing work and may participate more frequently as needed upon request by the Evaluation Supervisor.
- + Task 1.4 Technical Support to Commission, Advisory Committees and Management: Senior Harder+Company staff will be available throughout the year to provide planning and research support to the F5SB management staff, Commission, work groups and advisory committees. This includes ongoing support to management staff and assistance with strategic planning updates and implementation guidelines. We also anticipate active participation and support for the following groups:
 - Advisory Committee meetings and associated sub-committee meetings (estimated 6-8 per year)
 - Commission Planning meetings/workshops (estimated 2-3 per year)
 - Attendance at Commission meetings (estimated at once per month)

II. Data Collection, Analysis, and Synthesis

In addition to analyzing participant-level data collected and entered into Persimmony by funded contractors, Harder+Company will gather primary data throughout the year using a mixed methods approach including focus groups, case studies, interviews, and surveys. The evaluation team will work closely with F5SB staff to refine protocols and data collection methods each year. Specific tasks include:

- → Task 2.1 Funded Contractor Survey: Harder+Company will update and disseminate a survey to all First 5 funded programs. The survey is designed to assess how programs contribute to the Commission's systems level outcomes, including but not limited to, systems integration, partnership and collaboration among service providers, cultural competency, leveraging of additional funding, best practices and information sharing.
- **Task 2.2 Asset Mapping.** At the Commission's request, Harder+Company will conduct two asset mapping sessions in the City of San Bernardino designed to document the strengths and needs of the community to support children prenatally to 5 years and their families.
- → Task 2.3 Data Analysis: The evaluation team will analyze and synthesize the data from all of the above mentioned sources including participant level process and outcome data entered into Persimmony. The data will be used to generate a series of data reports, including the Annual Evaluation Data Book described below. Depending on the type and quality of the data, this will include a combination of theme analysis (qualitative data), social networking analysis, descriptive analysis, t-tests, etc.
- **Task 2.4 Data Quality Checks**: The evaluation team will assist First 5 Evaluation Staff with quarterly data quality checks. This includes reviewing data entered by Funded Partners into Persimmony for completeness and accuracy, communicating with grantees with problematic or missing data, and providing support and guidance to improve the quality of the Commission's data.

III. Reporting and Data Use

Harder+Company will work with F5SB staff to develop products that meaningfully disseminate the outcomes of the Commission's work to diverse stakeholder audiences. The two major dissemination products include the Annual Evaluation Data Book and the Annual Evaluation Brief. The evaluation team will work closely with First 5 staff to use this data to develop a series of smaller reports and communications materials to help share the story of First 5 SB's impact with diverse audiences. A description of deliverables and other reports are provided below.

- → Task 3.1 Annual Evaluation Data Book: The Annual Evaluation Data Book will be prepared using all data entered into Persimmony. The Data Book includes program service and outcome information organized by focus area and serves as an informational tool for the Commission staff and other stakeholders throughout the year. The draft of Data Book will be submitted by November of 2015.
- → Task 3.2 Annual Evaluation Brief: Harder+Company will produce an Annual Evaluation Brief to communicate general evaluation findings to F5SB's Stakeholders. This brief is typically four pages in length and is professionally designed. We will work with Commission Staff to determine which evaluation findings will be included in the Brief. A draft of the Evaluation Brief will be submitted no later than December of 2015.
- + Task 3.3 Evaluation Learning Briefs: The Harder+Company team will use available data (from primary and secondary sources) to develop up to 3 community-friendly mini reports (4-6 pages) and/or communication materials that highlight a particular strategy, promising practice, special population or

area of interest to the Commission. The evaluation team will work closely with F5SB staff to select the topics for each year. These profile briefs will be released at different points throughout the year to help ensure a continuous flow of information and feedback to the Commission and broader community and to allow the Commission to be responsive to emergent trends, needs, or policy discussions.

The topic of two of these briefs have been identified. One will focus on the findings from the Developmental Screening efforts of funded contractors and one on the success Parenting Education Programs in reducing risk of child abuse and neglect using data from the AAPI-2 that is part of the Nurturing Parenting Program.

Developmental Screening. In order to ensure that communities can leverage the information from First 5 San Bernardino's Universal Screening Initiative for the purposes of service planning and resource allocation, the evaluation team will conduct a geospatial analysis. Using GIS mapping, we will conduct zip code level analyses¹ to show concentrations of children who were screened and frequency of developmental delay relative to the population of children 0 to 5 across the county. The results of this analysis should be of keen interested to early childhood educators, the medical community and funders of early intervention services.

Reducing the Risk of Child Abuse and Neglect through Parenting Education. The data available from the AAPI and other measures associated with the Nurturing Parenting Program will be analyzed to tell the story of how First 5 San Bernardino's funding is reducing the risk of child abuse and neglect and strengthening families in the County. Results from this analysis will be triangulated with interviews from key stakeholders from the child welfare and early care and education sectors in order to more fully describe the significance of the Commission's investment. We may also interview select funded agencies to hear about their experiences in implementing the program, the impact it has had on their staff (who serve as trainers and parent coaches), and how the program impacts families.

Task 3.4 –City of San Bernardino Asset Mapping Report: Harder+Company will work with Commission staff to design, create and disseminate findings from the asset mappings completed in 2014-15.

IV. Special Studies and Projects

Each year, the Harder+Company team will conduct at least one special study or project as designated by First 5 Commission and staff. These special studies are intended to be responsive to emergent needs or address topics of special interest to the Commission. For 2015-16 we propose three projects in this category we believe would be of value to the Commission.

Task 4.1 – Design and Implement Data Dashboards: First 5 San Bernardino and it's funded agencies have invested a great deal of resources in establishing Persimmony as the primary data source for tracking service delivery and outcomes for children and families receiving First 5 San Bernardino funded services. Harder+Company will facilitate a workgroup of First 5 San Bernardino leadership and staff to identify key metrics that can be used to create a data dashboard that may be used not only to monitor performance, but to provide a snapshot of progress towards strategic plan goals and objectives. This is particular timely given the countywide emphasis on measurement under the Countywide Vision. We have included resources to purchase Tableau, a dashboard-creation software, to accomplish this task. Dashboards will be suitable for both internal and external use and may be displayed on the Commission Website if First 5 San Bernardino so desires.

-

¹ In rural areas or areas with small populations, some zip codes may be combined to protect the confidentiality of children and their families.

- → Task 4.2 Process Evaluation of QRIS Development: First 5 San Bernardino is funding and leading efforts in the county to design and implement a QRIS system. Harder+Company will work with Commission Staff to design an appropriate Process Evaluation. The purpose of this work is to document the processes and to identify best practices and lessons learned so that this information can be shared with other Commissions and the ECE field.
- → Task 4.3 Developmental Evaluation of Family Design Matrix (FDM) Implementation: Family Resource Center programs will be required to implement the FDM as a case management tool beginning in 2015-16 as a means of strengthening the capacity of local providers to deliver strong case management designed to help families meet their goals and move towards self-sufficiency. The purpose of this evaluation is to follow the implementation of the FDM as it ramps up across providers, to provide real-time feedback to First 5 San Bernardino throughout the roll-out, and to track the impact that the institution of the FDM is having on staff, agencies, and clients.

V. Ongoing Project Management

→ Task 5.1 – Team Meetings: The Harder+Company Team will meet approximately every two weeks to monitor progress on all project tasks; frequency of meetings may increase during periods of heavy data collection or report writing. Each meeting includes an agenda and notes that highlight next steps, action items and decisions made. These notes may be furnished upon request.

Harder+Company Community Research Budget 2015-2016

First 5 San Bernardino Comprehensive Evaluation

The proposed budget for the 2015-2016 evaluation year is \$294,460. Here we provide a budget that outlines work to be completed this program year. This budget includes proposed activities with the understanding that the final SOW will be determined in collaboration with First 5 San Bernardino Staff. It is our goal to create a meaningful SOW that allows for maximum flexibility to meet the Commission's emergent needs so that all evaluation activities and products will be useful and relevant to the Commission's work.

	First 5 San Bernardino	2015-3	16 Evalua	ation Bu	udget				
asks		Greene	Taddy	Cruz	Kronz	Trani	Moore	Total Hours	% of Tot by task
	nical Support & Training	Orcene	idday	CIUL	KIOIIZ	110111	Moore	Hours	by tasi
	Develop/refine frameworks & tools: develop and/or update evaluation frameworks for each strategy including the identification or adaptation of	4	0	10	10	10	20	54	
1.2	standard tools to measure outcomes across funded partners. Training & Capacity Building for Funded Partners: support First 5 staff by assisting with the planning and facilitation of orientation meetings,	8	0	12	12	0	8	40	
1.3	trainings, and peer learning opportunities. Technical Support to First 5 Staff: provide ongoing technical support around the design and implementation of evaluation systems at First 5 San Bernardino, including in-person team meeting every 6 weeks.	40	0	60	40	40	60	240	
1.4	Technical Support to Commission, Management and Advisory Committees: provide planning support to the FSSB management, Commission, work groups, and advisory committees.	40	4	20	20	8	16	108	
	Subtotal	92	4	102	82	58	104	442	18%
l. Dat	a Collection, Analysis, & Synthesis								
	Funded Contractor Survey: Disseminate a survey to all First 5 funded programs	2	0	8	0	24	24	58	
2.2	Asset Mapping: Plan and conduct two asset mapping sessions in the City of San Bernardino	16	0	60	40	20	60	196	
	Data Analysis: Conduct analysis of all data including funded contractor survey, asset mapping and data book	16	0	40	60	120	160	396	
2.4	Data Quality Checks: Conduct and/or assist F5 staff with quarterly reviews of Persimmony data entered by grantees	0	0	0	0	5	16	21	
	Subtotal	34	0	108	100	169	260	671	27%
	III. Reportin								
3.1	Create Annual Evaluation Data book	8	0	24	24	24	80	160	
3.2	Prepare Annual Evaluation Brief Develop up to three community-friendly mini-reports	8 24	4	24 48	16 24	16 24	24 60	90 184	
	Prepare asset mapping report	4	4	20	20	24	40	112	
3.3	Subtotal	44	10	116	84	88	204	546	22%
	IV. Special Stu						201	0.10	2270
4.1	Design and implement data dashboards	8	0	8	24	120	40	200	
4.2	Design and conduct a process evaluation of QRIS implementation	40	4	40	40	40	60	224	
4.3	Design and contuct a process evaluation of FDM implementation Subtotal	40 88	8	40 88	40 104	40 200	60 160	224 648	26%
	V. Ongoing Proje	ect Mana	gement						l
5.1	Internal team meetings	40	0	40	40	40	40	200	
	Subtotal	40	0	40	40	40	40	200	8%
	TOTAL HOURS	298	22	454	410	555	768	2507	
	Labor Summary						% time		
	J. Greene (Project Director)	298	\$175			\$52,150	14%		
	S.Taddy (Sr. Advisor)	22	\$200			\$4,400	1.1%		
	A. Cruz (Project Manager)	454	\$110		_	\$49,940	21.8%		
	M. Krone (Bossesch Associate)					\$45,100	19.7%		
	M. Kronz (Research Associate)	410	\$110			¢61.050	26 70/		
	B. Tranni (Research Associate)	555	\$110			\$61,050	26.7%		
						\$61,050 \$69,120 \$281,760	26.7% 36.9%		
	B. Tranni (Research Associate) J. Moore (and other Research Assistants as required) Labor costs (includes all fringe and overhead) Direct costs	555	\$110 \$90			\$69,120			
	B. Tranni (Research Associate) J. Moore (and other Research Assistants as required) Labor costs (includes all fringe and overhead) Direct costs Telephones/fax/webinar	555	\$110 \$90 \$800			\$69,120			
	B. Tranni (Research Associate) J. Moore (and other Research Assistants as required) Labor costs (includes all fringe and overhead) Direct costs	555	\$110 \$90			\$69,120			
	B. Tranni (Research Associate) J. Moore (and other Research Assistants as required) Labor costs (includes all fringe and overhead) Direct costs Telephones/fax/webinar Local travel	555	\$110 \$90 \$800 \$3,500			\$69,120			
	B. Tranni (Research Associate) J. Moore (and other Research Assistants as required) Labor costs (includes all fringe and overhead) Direct costs Telephones/fax/webinar Local travel Client incentives	555	\$110 \$90 \$800 \$3,500 \$1,200			\$69,120			
	B. Tranni (Research Associate) J. Moore (and other Research Assistants as required) Labor costs (includes all fringe and overhead) Direct costs Telephones/fax/webinar Local travel Client incentives Photocopying/printing	555	\$110 \$90 \$800 \$3,500 \$1,200 \$1,500			\$69,120			
	B. Tranni (Research Associate) J. Moore (and other Research Assistants as required) Labor costs (includes all fringe and overhead) Direct costs Telephones/fax/webinar Local travel Client incentives Photocopying/printing Postage	555	\$110 \$90 \$800 \$3,500 \$1,200 \$1,500 \$200			\$69,120			



AGENDA ITEM 8 JUNE 3, 2015

Subject

Contract FS073 St Joseph Health/St. Mary

Recommendations

Approve Contract FS073 with St. Joseph Health/St. Mary, in the total amount of \$908,869 for Fiscal Year 2015-2018 for the Family and Community Support Partnerships for Family Support Services (FCSP-FSS) (RFP 14-02).

Continued from May 6, 2015 Commission Meeting (Presenter: Scott McGrath, Supervisor, 252-4259)

Financial Impact

\$908,869 for a three-year funding cycle as allocated within the Long-Range Financial Plan approved by the Commission in June 2014.

Background Information

The Family and Community Support Partnerships for Family Support Services (FCSP-FSS) is the Commission's cornerstone Child Abuse Prevention initiative for Fiscal Year 2015-2018.

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.

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.

Initiative Objective

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 three-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.

Approximately 3,700 parents have been served over the three-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.

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: "incrisis", "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 <u>are participating in the NPP</u> 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, this Initiative 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 <u>\$36 million</u> 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 <u>scored below</u> 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.

10 contracts were presented and approved by the Commission on May 6, 2015.

This contract, FS073 with St. Joseph Health/St. Mary, was continued from the May 6th Commission Meeting. Pending Commission approval today, this agency will also 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 contract 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.

Contract FS073 supports 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

Review

Sophie Akins, Commission Counsel

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



Program Outline Document 2015-2018

AGENCY INFOR	RMATION		
		Contract #:	FS073
Legal Entity:	St. Joseph Health, St. Mary		
Dept./Division:	Community Health		
Project Name:	Bridges For Families		
Address:	18300 Highway 18	Phone #:	760-946-4241
	Apple Valley, CA 92307		
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 INFO	RMATION		
SIGNING AUTHON Name: Kelly N	PRITY И. Linden	Title:Executive V	ice Pres./COO
Address:	18300 Highway 18	Direct Phone #:	760-242-2311 x5033
	Apple Valley, CA 92307	 Fax #:	760-946-8875
E-Mail:	LaurieL.Roberts@stjoe.org		
PROGRAM CON	ΓΔCΤ		
	n J. Navarro, DM, LCSW	Title: Manager	
Address:	18300 Highway 18	Direct Phone #:	760-242-2311 x8235
	Apple Valley, CA 92307	 Fax #:	760-946-8875
E-Mail:	Ernelyn.Navarro@stjoe.org		
FISCAL CONTACT	г		
Name: Rosa F	Ramirez, MSW	Title: Manager, G	irant Program
Address:	18300 Highway 18	Direct Phone #:	760-242-2311, x8145
	Apple Valley, CA 92307		760 242 0750
E-Mail:	Rosa.Ramirez@stioe.org	Fax #:	760-242-9750

ADDITIONAL CONTACT (Describe): Program										
Name: Sienna Melendez Title: Special Projects Coordinator										
Address: 18300 Highway 18					Direc	Direct Phone #: 760-242-2311 x823				
		Apple Valley, C	A 92307			_		Fav. #.	760 046 9975	
E-Ma	nil:	Sienna.Melend	lez@stjoe	e.org		-		Fax #:	760-946-8875	
ADDITIONAL CONTACT (Describe): Program										
Laurie L. Roberts, MSN, CNM Title: Department Director										
Addr	ess:	18300 Highwa				Direct Phone #:		ne #:	760-242-2311 x8425	
		Apple Valley, C	CA 92307			=		Fax #:	760-946-8875	
E-Ma	nil:	LaurieL.Robert	s@stjoe.	org		_		ı ux ıı.	700 540 0075	
PRO	GRAM INF	ORMATION								
TYPE	OF AGENCY	1								
	Education	al Institution	Describ	e:	Choose an item.					
Government Agency Describe: Choose an item.										
	Private Entity/Institution Describe: Non Profit									
Community-Based Describe: Choose an item.			Choose an item.							
FIRST	Γ 5 FOCUS A	REA	STRATE	:GY						
	Health		📙 н	ealth	Screening and Inte Care Access Jealth	rvention		Health Other:	& Safety Education	
	Education			-	Education Program s to Quality Child C			Quality Other:	y Provider Programs	
	Family		R	esou	t Education rce Center & Case gement			Other:		
	Systems		Integrated Systems Plan Implementation Countywide Information Referral Systems Organizational Capacity		1		Comm Other:	unity Outreach		

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	Am	Amount				
2015-2016	\$	296,502				
2016-2017	\$	301,940				
2017-2018	\$	310,427				
Total	\$	908,869				

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

										FOR COMI	MISSION USE	ONL
	X New Vendor Code			SC	SC Dept.			Contract Number				
	-	Change STMARYS48		89		903		FS073		073		
	-	anization				Dept.	Oı	gn.		Contractor's	License No.	
	Chil	dren and	Famili	es Commission		903		OG				
CHILDREN		mission Re	•				phone				act Amount	
AND FAMILIES	Cinc	dy Faulkne	er, Op	erations Manage	er		36-770	6		\$908	3,869	
COMMISSION	Contract Type Revenue X Encumbered Unencumbered Other:											
FOR	If not encumbered or revenue contract type, provide reason:											
SAN BERNARDINO COUNTY	,		Contract Star July 1, 20		Contrac June 3	End D 30, 201			ginal Amount \$908,869	Amendment A	mour	
	Fι	und De	ept.	Organization	Appr.	Obj/Re	v Sourc	е	GRC/	PROJ/JOB No.	Amount	
STANDARD CONTRACT	RI	RC 9	03	PROG	300	335	7		С	FFPEY16	\$296,50	2
	Fu	und De	ept.	Organization	Appr.	Obj/Re	v Sourc	e	GRC/	PROJ/JOB No.	Amount	
	Fu	und De	ept.	Organization	Appr.	Obj/Re	v Sourc	е	GRC/	PROJ/JOB No.	Amount	
		Abbreviated Use Bridges For Families			FY		stimate Amoun		yment ⁻ I/D	Total by Fiscal ` FY	Year Amount	I/D
				arenting &	15-1	16 \$	296,50)2				
	I			mes Model	16-		301,94					
		1)	NPP-N	1OM)	17-	<u> 18 </u>	310,42	27				

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	Program Address (if different from legal address):
18300 Highway 18	
Apple Valley, CA 92307	
Phone	
(760) 242-2311, X5033	
Federal ID No.	
05-1014480	

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only				
☐ Contract Database	□ FAS			
Input Date	Keyed By			

	PROGRAM MODEL/FUNDING REQUIREMENTS AND EXPECTATIONS	Attachment C
	PROGRAM BUDGET	Attachment B
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I. DEFINITIONS

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(I)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive 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.

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

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

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

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

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

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

<u>Overweight:</u> Is defined as a BMI at or above the 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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).

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

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

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

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

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

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

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

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

Uninsured: individuals not covered by health insurance.

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 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 <u>and</u> by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;
- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract;

- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

O. Child Abuse Reporting

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. <u>Indemnification</u> – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses,

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

- 2. 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. <u>Waiver of Subrogation Rights</u> The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- 4. <u>Policies Primary and Non-Contributory</u> All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- 5. 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. <u>Acceptability of Insurance Carrier</u> Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- 8. <u>Deductibles and Self-Insured Retention</u> Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 9. <u>Failure to Procure Coverage</u> 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. <u>Commercial/General Liability Insurance</u> The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - 1) Premises operations, fixed assets and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal injury

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

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

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

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

or

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

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

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

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

AA. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines.

BB. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

CC. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: 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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

- 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
- 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 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	\$ 296,502	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ 301,940	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ 310,427	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: 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 construes in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

B. Civil Rights Compliance

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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 COMMISS SAN BERNARDINO COUNTY	SION FOR	ST. JOSEPH HEALTH, ST. MARY (ST. MARY MEDICAL CENTER) Legal Entity			
Authorized Signature		Authorized Signa	uture		
Linda Haugan		Kelly M. Lind	len		
Printed Name Commission Chair Title		Printed Name Executive Violation Officer Title	ce President/Chief Operating		
Dated		Dated			
Official Stamp					
Reviewed for Processing	Approved as to I	Legal Form	Presented to Commission for Signature		
>	>		>		
Cindy Faulkner	Sophie Akins		Karen E. Scott		
Operations Manager	Commission Cou	unsel	Executive Director		
Date	Date		Date		

SPA 1: Children and Families

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

Goal 1.3:



Agency Name: St. Joseph Health, St. Mary Contract #: FS073

Program Name: Bridges for Families Fiscal Year: 2015 - 2018

Service Area: High Desert Region

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, I			105 families will reach a status level of at least stable on all indicators of the Family Development Matrix (FDM). (Case Management)			
	Objective	Activity	Dosage ¹	Verification		
	e of child abuse by teaching appropriate parenting skills	Parent Education Session	2.5 hrs/day 1 day/week (potential gap in weeks NPP sessions due to birth of baby)	Intake AAPI-2 & Nurturing Skills Competency Scales (NSCS-2) Pre – At program enrollment Post – At program completion		
Move families ide stable status	ntified at crisis/at risk category to at least	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 parent education	e child enrichment skills to complement 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:	 Data Type:	Core and Ag	gregate	
Agency Signature:	 Reporting Period:	<u>Monthly</u>	Due:	On the 15th
Date Signed:	 Program Cycle:	July 2015 -	June 2018	

ATTACHMENT A
PROGRAM WORKPLAN



FIRST 5 SAN BERNARDINO PROGRAM BUDGET

FISCAL YEAR: 2015-2016

ORGANIZATION: DIRECTOR: St. Joseph, St. Mary 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 # OF First 5 % of TOTAL BUDGET CATEGORY FTE PAY RATE **HOURS** BENEFIT RATE F5SB SALARY **F5SB BENEFITS F5SB BUDGET TOTAL SALARY** SALARY **DESCRIPTION/ JUSTIFICATION** SALARIES & BENEFITS В С D G Α Name: Position: 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 Ernelyn Navarro Project Manager 0.25 \$53.15 520 15% 27,638 4,146 31,784 127,135 25% management services This person provides case management and motivational couseling to participants. They will adminster the assessments, reinforce learnings from NPP courses, address Family Empowerment obstacles to providing safe home TBD, MSW Counselor 0.25 27.38 520 15% 14,238 2,136 16,373 65,493 25% environment free of abuse This person provides case management and motivational counseling to participants. They will adminster the assessments, reinforce learnings from NPP courses, address Family Empowerment obstacles to providing safe home Amanda Stephens, MSW Counselor 1.00 30.22 2080 15% 62,858 9.429 72.286 72.286 environment free of abuse This is a bilingual staff person who will conduct the NPP classes, assist with ASQ NPP Educator/Outreach screenings, engage community partners Dioselina Enciso Specialist 1.00 18.5 2080 15% 38,480 5,772 44,252 44,252 100% through outreach to recruit participants



Total Salaries & Benefits

FIRST 5 SAN BERNARDINO PROGRAM BUDGET

FISCAL YEAR: 2015-2016

ORGANIZATION: DIRECTOR: St. Joseph, St. Mary 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 # OF First 5 % of TOTAL BUDGET CATEGORY FTE PAY RATE **HOURS** BENEFIT RATE F5SB SALARY **F5SB BENEFITS F5SB BUDGET TOTAL SALARY** SALARY **DESCRIPTION/ JUSTIFICATION** SALARIES & BENEFITS D В G This is a bilingual staff person who will conduct the NPP classes, assist with ASQ NPP Educator/Outreach screenings, engage community partners Marcela Rede Specialist 1.00 18.5 2080 15% 38,480 5,772 44,252 44,252 100% through outreach to recruit participants This person will provide program support including scheduling of classes, participant registration, data collection, data entry and Data Entry/Adminstrative assist with fiscal reports and preparation of 22,832 6 Sienna Melendez Asst 0.50 19.09 1040 15% 19,854 2,978 45,663 50% invoices. This person will be trained in NPP curricullum and will function as a "back-up" instructor, will coordinate Parent Peer program, provide client navigation services, and maintain frequent contact with NPP Educator/Outreach participants to promote attendance at NPP TBD, BSW Specialist 19,240 2,886 44,252 0.50 18.5 1040 15% 22,126 50% sessions

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 296,502 PROGRAM DIRECTOR: Ernelyn Navarro TOTAL BUDGET: FS073 INITIATIVE FINANCE OFFICER: Rosa Ramirez REP/CONTRACT # Family Support Services 14-02

INITIATIV	E: Family Sup	oport Services	FINANCE OFFICER:	Rosa Ramirez		RFP/CONTRACT #: 14-02 FS073		
II. S	SERVICES & SUPPLIES							
E	Expense:			% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:		
1 F	Program Educational	Materials - Nurturing Parent Program		2%	6,797	This includes purchase of Prenatal and Community Based Curricullum as well as complementary program materials such as Prenatal Program Parent Handbooks and other learning materials.		
2 F	Participant Incentives			1%	2,500	Age apprpriate developmental toys, activity mats, and any specific client needs identified in the course of their participation. Participant Incentives (\$25/participant X 100 participants).		
Т	Total Services & Supplies				9,297			
III. F	-00D							
E	Event(s):				TOTAL F5SB BUDGET	Description/Justification:		
1 F	Food/Refereshments	at NPP sessions			1,920	Nutritional snacks for each class session budgeted at \$20/session X 16 sessions X 6 series		
T	Total Food				1,920			
IV. T	ΓRAVEL							
	Destination:	Pu	rpose:		TOTAL F5SB BUDGET	Description/Justification:		
1 (Class Sessions	Participant bus tickets/vouchers to/from class	ses		2,800	Daily Bus passes to be offerred 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 offers	red		1,189	Delivery of course curricullum		
	Partership Sites	Community Outreach Activiites/Program Coor	rdination		2,000	Outreach staff to visit referral partners, recruit participants at various community sites		
T	Total Travel				5,989			
V. S	SUBCONTRACTORS							



FIRST 5 SAN BERNARDINO PROGRAM BUDGET

FISCAL YEAR: 2015-2016

ORGANIZATION:St. Joseph, St. MaryDIRECTOR:Laurie L. RobertsPROGRAM YEAR:2015-2016PROGRAM TITLE:Bridges for FamiliesPROGRAM DIRECTOR: Ernelyn NavarroTOTAL BUDGET:\$ 296,502INITIATIVE:Family Support ServicesFINANCE OFFICER:Rosa RamirezRFP/CONTRACT #: 14-02FS073

		7 1-1-1			,
	Organizatio	on Name:		TOTAL F5SB BUDGET	Description/Justification:
1	1 NONE				
	Total Subcontractors				
VI.	INDIRECT (COSTS			
	Percent:	10% of \$253,080 salaries/benefits		25,391	
	Basis:	Administrative overhead costs for supporting staff including p	payroll, facility space, operations, etc		
	Total Indire	ect Costs		25,391	
TOTAL	TOTAL FIRST 5 BUDGET				



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

- 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

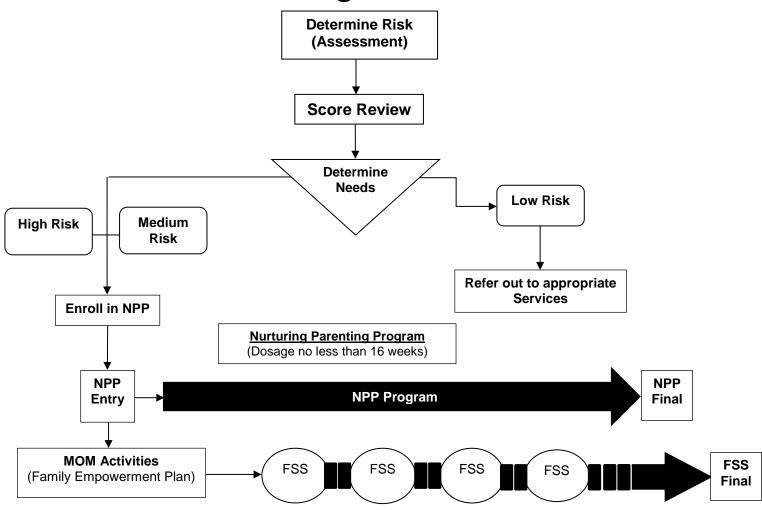
Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model

- 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



ATTACHMENT C

FCSP Program Model





AGENDA ITEM 9 JUNE 3, 2015

Subject

Center for Oral Health, Contract HW055

Recommendations

Approve Contract HW055 with the Center for Oral Health, for a total amount of \$2,081,250 for Fiscal Years 2015-2018 to provide the following: oral health education to children ages 0 to 5 and pregnant women; oral health screening; and navigation to ensure utilization and decrease barriers such as benefit gaps for treatment needs under the Oral Health Education, Screening and Navigation (OHESN) (RFP 15-01).

(Presenter: Scott McGrath, Supervisor, 252-4259)

Financial Impact

Not to exceed \$693,750 per year for Fiscal Years 2015-2018

Background Information

Through the Investing in Children RFP, released in 2011, First 5 San Bernardino (F5SB) sought to address and alleviate barriers to oral health care for young children and pregnant women and improve oral health outcomes.

Through evaluation of data collected and spending trends over many years of funding oral health services, F5SB is better able to articulate specific needs of children and their families and has observed a shift in regard to those needs. Previously, the needs were clearly around treatment for already progressed dental caries in children and pregnant women. For over 10 years, the interventions supported by First 5 funding were specific to direct treatment needs through a network of providers. Current data indicates that the Commission will yield greater outcomes more efficiently and effectively by taking a different approach. In funding this initiative through a systems approach, F5SB aims to strengthen and support an oral health system of care to ensure existing dental resources are being accessed and utilized by our families and children. This approach will strengthen the system to be sustainable independent of First 5 funding over time.

The Commission approved the Oral Health Education, Screening and Navigation (OH-ESN) Initiative on March 4, 2015 committing \$2,250,000 in funding for the period of July 1, 2015 – June 2018. This initiative prioritizes education around optimal oral health practices, navigation to appropriately utilize existing resources and will connect families to a medical/dental home.

Oral Health Education, Screening and Navigation is the selected initiative to support goals under First 5's Strategic Priority Area 1 – Children and Families, Goal 1.1 Child Health.

Specific objectives of this funding opportunity include

- A. Families have access to resources and environments that support the total wellness of the child
- B. Families are knowledgeable of and utilize available resources to manage their health
- C. Children are born healthy

The OH-ESN Initiative was released on March 5, 2015. The deadline for submission of all proposals was 4:00 p.m. on April 10, 2015. Five proposals requesting more than 5.5 million total funding were received.

There are three phases to First 5 San Bernardino's standard review of proposals

established by the Commission:

- Administrative
- Fiscal Capacity
- Program Evaluation

All submissions to the OH-ESN RFP 15-01 met the minimum requirements at the Administrative Review.

The Fiscal Capacity Review, completed by a 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 point system. One agency scored below the acceptable threshold for the fiscal capacity review and was determined to be a risk.

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, demographic (specialized populations, duplication/saturation, delivery of service method and costs, past performance and agency capacity.

At the Program Evaluation phase four out of five 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.

The recommended contract with the Center for Oral Health's Early Smiles program is an innovative, integrated and sustainable model that provides children 0-5 and pregnant women with oral health education utilizing the 1 2 3 4 5 First Smiles and Cavity Free at Three curricula focusing on optimal oral health practices, screening for clinical issues and risk, along with preventative services and navigation assistance to ensure a dental home. Furthermore, it builds collaboration between medical and dental providers, integrates oral health into primary care, and leverages existing Federal Financial Participation and Medi-Cal reimbursement to provide funding for growth and sustainability.

The Center for Oral Health is an active member and a managing partner for the Oral Health Access Council (OHAC). OHAC is a multi-lateral, non-partisan effort directed toward improving oral health status of the state's traditionally underserved and vulnerable populations. OHAC has become the most broad-based and unified voice for oral health. It is an action oriented organization whose members are committed to accomplishing the work necessary to bring a systems change. OHAC strategies include Influence Health Reform, Expand/Maintain existing programs, Expand Benefits/Access, Expand Infrastructure and Advocacy.

Pending Commission approval, the Center for Oral Health will provide education, screening and navigation services to children and pregnant women through a variety of portals including settings such as pre-school environments (including Head Start), home-based child care, WIC, OB-GYN and pediatric offices as well as community events.

In addition, the Center for Oral Health will support the most efficient and effective

use of resources through an established network of providers through the Oral Health Access Council (OHAC) and the California Primary Care Association (CPCA).

This contract supports SPA 1 and SPA 2 of the First 5 Strategic Plan.

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

Goal 1.1: Child Health

- Objective 1.1.a: Families have access to resources and environments that support the total wellness of the child.
- Objective 1.1.b: Families are knowledgeable of and utilize available resources to manage their health.
- Objective 1.1.c: Children are born healthy.

Strategic Priority Area 2: Systems and Networks – Provide leadership within San Bernardino County in the development of a support system serving children prenatal through 5, their families, and communities that results in sustainability and a collective impact.

Goal 2: Leadership as a Convener and Partner

 Objective 2.1.a – Systems and services effectively support and engage children, families and communities

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

Review

Sophie Akins, Commission Counsel

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



Program Outline Document 2015-2016

AGENCY INFOR	MATION			
		Contract #:	HW055	
Legal Entity:	The Center for Oral Health			
Dept./Division:				
Project Name:	Early Smiles – Education Screening and Nav	igation		
Address:	309 East Second St	Phone #:	909-469-8300	
	Pomona, CA 91766-1854			
Website:	http://centerfororalhealth.org	Fax #:	510-380-6637	
Program Site Address:	Various	Client Referral Phone #	909-469-8300	
	No additional sites	<u> </u>		
CONTACT INFO	RMATION			
	ESENTATIVE/SIGNING AUTHORITY do Bárzaga	Title: Executive D	irector	
Address:	309 East Second St	Direct Phone #:	909-469-8300	
	Pomona, CA 91766-1854			
E-Mail:	cbarzaga@tc4oh.org	Fax #: 	510-380-6637	
PROGRAM CONT	-ACT			
	a Anselmo	Title: Manager, P	ublic Health Programs	
Address:	309 East Second St	Direct Phone #:	909-469-8304	
	Pomona, CA 91766-1854	 Fax #:	510-380-6637	
E-Mail:	tanselmo@tc4oh.org			
FISCAL CONTACT	•			
Name: Jason I	McGuire	Title: Financial Co	onsultant	
Address:	309 East Second St	Direct Phone #:	925-216-7156	
	Pomona, CA 91766-1854			
E-Mail:	jmcguire@tc4oh.org	Fax #:		

ADDITIONAL CONTACT (Describe): Program									
Nam	Name: Jennifer Pilapil					Title:	Operations Manager		
Address: 309 East Secon					Direct Pho		ie #:	909-469-8302	
E-Mail: jpilapil@tc4oh								Fax #:	510-380-6637
PROGRAM INFORMATION									
TYPE OF AGENCY									
	Education	al Institution	Desc	ribe:	Choose an item.				
	Government Agency		Describe: Choose an item.						
	Private En	tity/Institution	Desc	ribe:	Choose an item.				
	Community-Based		Describe: Non Profit						
FIRST 5 FOCUS AREA			STRA	TEGY					
	☑ Health			□ Early Screening and Interd□ Health Care Access□ Oral Health				Health Other:	& Safety Education
	Education		Early Education Programs Access to Quality Child Co					Qualit Other:	y Provider Programs
	Family		Parent Education Resource Center & Case Management					Other	
	Systems			_	ated Systems Plani	ning &		Comm	unity Outreach
				Count Referr	mentation ywide Information al Systems izational Capacity I			Other	
The C San E WIC c acces be pr evide recei risk-a Direc	PROGRAM DESCRIPTION The Center for Oral Health and its partners will work at sites through San Bernardino County, including preschools and their parent mee WIC clinics, community health clinics, mobile vans, and other place access to members of the target populations. Oral health education be provided to parents and children, 0-5, and pregnant women using evidence-based curricula. Children, 0-5, and pregnant women will a receive oral health screening and preventive care, using a standard risk-assessment protocol (Association of State and Territorial Dental Directors - ASTDD) and the caries risk assessment from the America Dental Association (ADA). When warranted, staff will refer clients to							/ICE ARI	EA (LOCATIONS)
dental providers, and will provide assistance in helping clients to navigate									

Center for Oral Health, POD 5/29/2015 2:30 PM

the healthcare system and establish a dental home. A further navigation

resource will be the development of a website and mobile App, which will link parents and pregnant women with local dental providers, as well as oral health education.

COMMISSION LEVEL OUTCOMES

SPA 1: Children and Families

Goal 1.1: Child Health

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

Objective 1.1b: Families are knowledgeable of and utilize available resources to manage their health Expectation(s): Support improved health outcomes for pregnant women and children 0-5 by ensuring all participants have Increased oral health knowledge in regard to practice and health system navigation, low carries risk, and the establishment of a dental home.

Outcome(s): 15,000 clients will attain a score of 60% or higher on post assessment upon completion of oral health education (Core). 4,665 clients without a medical home will have established a medical home (Core).

ASSIGNED ANALYST: Amanda Ferguson

CONTRACT AMOUNT

Fiscal Year	Am	nount				
2015-2016	\$	693,750.00				
2016-2017	\$	693,750.00				
2017-2018	\$	693,750.00				
Total	\$	2,081,250.00				

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AND FAMILIES	Cindy	/ Faulkne	er, Op	erations Manage	r	909 Contr		<u>3-7706</u> ype			\$ 2,08	31,250	
Commission	R	Revenue	X E	ncumbered L	Inencum	nbered		Other:	:				
FOR	If not	t encumbe	ered or	revenue contract t	type, pro	ovide rea	ason:						
SAN BERNARDINO COUNTY	Co	ommodity 95200		Contract Star July 1, 20				nd Dat , 2018	-		ginal Amount 2,081,250	Amendment A	mour
	Fun	nd De	ept.	Organization	Appr.	Obj	/Rev	Source		GRC/I	PROJ/JOB No.	Amount	t
STANDARD CONTRACT	RR	C 90	03	PROG	300	3:	357			CI	FHOHY16	\$ 693,75	50
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	-			l Navigation	15-	16	\$69	93,750)				
				<u> </u>	16-	17	\$69	93,750)				
					17-	18	\$69	93,750					

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

Legal Name (hereinafter called the Contractor)	
The Center for Oral Health	
Department/Division	
Address	Program Address (if different from legal address):
309 East Second Street	
Pomona, CA 91766-1854	
Phone	
(909) 469-8300	
Federal ID No.	
04.2000250	

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only								
☐ Contract Database	☐ FAS							
Input Date	Keyed By							

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I. DEFINITIONS

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(I)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act. (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive 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.

150

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

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

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

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

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

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

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

<u>Overweight:</u> Is defined as a BMI at or above the 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.

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

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

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

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

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

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

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

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

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

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

<u>Reasonable Rate of Success:</u> 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).

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

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

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

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

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

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

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

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

Uninsured: individuals not covered by health insurance.

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2018, and Program Requirements & 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 <u>and</u> by telephone.

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

All applications and records concerning any individual made or kept by any public officer or agency
or contractor in connection with the administration of any services for which funds are received by
the Contractor under this Contract, will be confidential and will not be open to examination for any
purpose not directly connected with the administration, performance, compliance, monitoring or
auditing of such services;

- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract;
- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

O. Child Abuse Reporting

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

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

P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

- 1. <u>Indemnification</u> The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- 2. <u>Additional Insured</u> All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 3. <u>Waiver of Subrogation Rights</u> The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- 4. <u>Policies Primary and Non-Contributory</u> All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- 5. <u>Severability of Interests</u> The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
- 6. Proof of Coverage The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- 7. <u>Acceptability of Insurance Carrier</u> Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- 8. <u>Deductibles and Self-Insured Retention</u> Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 9. <u>Failure to Procure Coverage</u> 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. <u>Workers' Compensation/Employers Liability</u> – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

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

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

- b. <u>Commercial/General Liability Insurance</u> The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - 1) Premises operations, fixed assets and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).

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

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

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

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

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

AA. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines.

BB. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

CC. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: 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

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

- 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 \$2,081,250 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>693,750</u> July 1, 2015 through June 30, 2016 Fiscal Year 2016-17 \$ <u>693,750</u> July 1, 2016 through June 30, 2017 Fiscal Year 2017-18 \$ 693,750 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, 2016, 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, 2016 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: The Center for Oral Health

309 East Second Street Pomona, CA 91766-1854

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

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

B. Civil Rights Compliance

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

of the Plan format. The Contractor will be monitored by the Commission for compliance with provisions of its Civil Rights Plan.

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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 COMMISS SAN BERNARDINO COUNTY	SION FOR	CENTER FOR ORAL HEALTH						
ON IN DETRIVIREDING GOOTH I		Legal Entity						
•		>						
Authorized Signature		Authorized Signat	ure					
Linda Haugan		Conrado Bárz	zaga, M.D					
Printed Name		Printed Name						
Commission Chair		Executive Dir	ector					
Title		Title						
Dated		Dated						
Official Stamp								
Reviewed for Processing	Approved as to	Legal Form	Presented to Commission for					
			Signature					
>	>		>					
Cindy Faulkner	Sophie Akins		Karen E. Scott					
Operations Manager	Commission Co	ounsel	Executive Director					
Date	Date		Date					

SPA 1: Children and Families

Goal 1.1: Child Health

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

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



Agency Name: Center for Oral Health Contract #: TBD

Program Name: Early Smiles **Fiscal Year:** 2015 - 2016

Service Area: Countywide

Expectation(s):	Support improved health outcomes for pregnant women and children 0-5 by ensuring all participants have Increased oral health knowledge in regard to practice and health system navigation, low carries risk, and the establishment of a dental home.								
Outcome(s):	15,000 clients will attain a score of 60% or higher on post assessment upon completion of oral health education. (Core) 4,665 clients without a medical home will have established a medical home								
	Objective	Activity		Dosage	Verification				
	nowledge on optimal oral health practices, dental ng dental care and the importance of a dental home	Education Sess	sion	Once	Oral Health Education Assessment (Pre/Post)				
Provide oral healt	h screening	Oral Health Scr	eening	Once	Persimmony Service Activity				
Dental home esta	blished	Oral Health Na	vigation	Once	Persimmony Service Activity and Client Exited				

Program Description:

The Early Smiles program is an innovative, integrated and sustainable model program that provides children 0-5 and pregnant women with oral health education in optimal oral health practices, screening for clinical issues and risk along with preventive services and navigation assistance to ensure participants have an ongoing dental home. Furthermore, it builds collaboration between medical and dental providers, integrates oral health into primary care and takes advantage of Federal Financial Participation and Medi-Cal reimbursement. The program will serve children and pregnant women countywide by engaging families in the following settings: Preschools including Head Start sites, community health and dental clinics, hospitals, WIC clinics, family resource centers, immunization clinics, community events such as health fairs, ECE parent meetings, OB/GYN offices/clinics and women's health centers. Every child and pregnant women will receive oral health education and screening. Those who are assessed as not having a dental home will receive navigation services until one is established at which time participants will exit the program.

Agency Rep Name:	Data Type:	Core and A	<u>ggregate</u>	
Agency Signature:	Reporting Period:	<u>Monthly</u>	Due:	On the 15th
Date Signed:	Program Cycle:	<u>July 2015 –</u>	June 2016	

ATTACHMENT A

PROGRAM WORKPLAN



FISCAL YEAR: 2015-2016

ORGANIZATION: Center for Oral Health DIRECTOR: Conrado E. Barzaga, MD PROGRAM YEAR: 2015-2016 PROGRAM TITLE: Early Smiles PROGRAM DIRECTOR: Theresa Anselmo, MPH, BSDH, RDH TOTAL BUDGET: \$ 693,750 INITIATIVE: FINANCE OFFICER: RFP/CONTRACT #: HW055 Oral Health - Education, Screening and Navigation Jason McGuire 15-01 First 5 % of TOTAL PAY RATE # OF HOURS BENEFIT RATE | F5SB SALARY F5SB BENEFITS **F5SB BUDGET** TOTAL SALARY SALARY BUDGET CATEGORY **DESCRIPTION/ JUSTIFICATION** SALARIES & BENEFITS В D G Name: Position: Responsible for contract compliance, supervision of Project Director & contractor, liaison with First 5 SBC, and budget oversight Total contributed in-kind by COH general 1 Barzaga, Conrado Executive Director 0.00 68.19 29% 182,967 0% fund. Supervision of Project Specialists, coordination between COH/OHAC-IE and project partners, data compilation, partner assistance, written reports, & OHAC-IE 2 Anselmo, Theresa Project Director 0.50 39.23 1,040 29% 40,799 11.832 52.631 105,262 50% management. Arrange for a and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental 3 Rodriguez, Mireya Program Specialist, RDHAP 0.50 36.78 1,040 29% 38,251 11,093 49,344 98,688 50% benefits. Assist in obtaining dental care. Arrange for and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental benefits. Assist in obtaining dental care. 36.06 1,248 29% 45.003 13,051 58,054 96,756 4 TBD Program Specialist RDH 0.60 60% Direct services and partner support. Arrange for and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental benefits. Assist in obtaining dental care. 1.00 36.06 2,080 29% 75,005 21,751 96,756 96,756 100% Direct services and partner support. 5 TBD Program Specialist, RDH Administrative operations analysis Pilapil, Jennifer Operations Manager 0.10 34.32 208 29% 7,139 2,070 9,209 92,087 10% GIS/Spatial analysis.

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Revision 1



FISCAL YEAR: 2015-2016

PRO	GANIZATION: OGRAM TITLE:		PROGRAM DIRECTOR: Theresa Anselmo, MPH, BSDH, RDH				PROGRAM YEAR: TOTAL BUDGET:	2015-2016 \$ 693,750					
Ī	BUDGET CATEGORY	Oral Health - Education, Scree	FTE								RFP/CONTRACT #: First 5 % of TOTAL SALARY	15-01 HW055 DESCRIPTION/ JUSTIFICATION	
	SALARIES & BENEFITS		А	В	С	D	E	F	G	Н	Administrative supp		
H	Bale, Lauren Program Assistant 0.10 24.25 208 29% 5,044 1,463 6,507 65,064 Total Salaries & Benefits \$ 272,500								10%	OHAC-IE support, & data entry.			

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Revision 1



FISCAL YEAR: 2015-2016

ORGANIZATION: Center for Oral Health DIRECTOR: Conrado E. Barzaga, MD PROGRAM YEAR: 2015-2016

PROGRAM TITLE:Early SmilesPROGRAM DIRECTOR:Theresa Anselmo, MPH, BSDH, RDHTOTAL BUDGET:\$ 693,750

Oral Health - Education, Screening and

INITIATIVE: Navigation | FINANCE OFFICER: Jason McGuire | RFP/CONTRACT #: 15-01 HW055

IIVITIATIVE	- Navigation	FINANCE OFFICER.	Jason McGuire		KFF/CONTRACT#. 13-01 110033
II. SE	RVICES & SUPPLIES				
				TOTAL F5SB	
Ex	pense:		% of Allocation:	BUDGET	Description/Justification:
					Educational materials: handouts: \$.08 X 12,520; flip displays:
					\$12.05 X 10; misc. education: \$500 X 10; promotional
1 Pr	ogram Materials		1.27%	8,822	materials: \$36 X 75.
					Fluoride varnish: \$0.53/dose X 13,436 doses; oral hygiene kits:
					2.50/kit X 13,436 + \$0.11 X 3,464; financial assistance to
					overcome barriers to care: mean of \$50/client X 142 clients.
					Includes unreimbursed care, co-pays and treatment fees.
2 Pa	articipant Support/Incentives		6.95%	48,192	
					Transportation assistance: \$5/ trip X 2 trips X 400 clients.
3 Pa	articipant Transportation		0.58%	4,000	
					Training for project and partner staff in education,
					interviewing techniques, use of forms, navigation, and other
					aspects of the project. Also, included are learning community
4 -	eteter exterior		4.000/	7.500	meetings among the partners, and dissemination of lessons
4 Ir	aining and Education		1.08%	7,500	through OHAC-IE.
					Educational materials, evaluation surveys, tracking materials
					(e.g., risk assessment forms, referral forms, etc.), internal and external correspondence, etc. Estimated \$208/month.
	intina		0.260/	2 500	external correspondence, etc. Estimated \$200/month.
5 Pr	inting		0.36%	2,500	Mail, shipping, and delivery services, as needed for
					correspondence, billing, delivery of supplies and materials to
					partner sites: estimated 6,700 copies/month X \$0.12/copy.
6 Pc	ostage		0.12%	804	partition sites. Estimated 6,700 copies, month A 90.12/copy.
			0.12/0	004	Writing implements, and other supplies: estimated at
7 01	ffice Supplies		0.08%	561	\$18/month X 2.6 staff.
, 01	mice Juppnes		0.0070	301	· ,



FISCAL YEAR: 2015-2016

ORGAN	IZATION:	Center for	Oral Health	DIRECTOR:	Conrado E. Barza	za. N	1D		PROGRAM YEAR:		2015-2016	
	PROGRAM TITLE: Early Smiles Oral Health - Education, Screening and		PROGRAM DIRECTOR:					TOTAL BUDGET:		\$ 693,750		
INITIATI	IVE:	Navigation		FINANCE OFFICER:	Jason McGuire				RFP/CONTRACT #:	15-01	HW055	
8	Office Equ	ipment			0.47%		3,230	2 comput	ers x \$1300 + tax; 2 cel	l phones x \$	5199 + tax.	
9	9 Rent/Lease Building						-	\$8,460 co	ntributed in-kind by CC)H general f	und.	
10	Utilities		0.26%		1,800	utilities at	nes x \$75/month x 12 i \$427 per month contri					
	Insurance/	Taxes/Lice	nses		0.00%		-		ontributed in-kind by CO	OH general f	fund	
	Communic			2.16%		15,000	Text2Flos	s: fee for one-week ora 5 X 3,000 participants.	_			
13	3 Professional Services: Jason McGuire, Financial Consultant				1.30%		9,000		Accounting, tax forms, financial statements, bank reconciliations, etc. 15.0 hours/month X \$100/hour.			
14	Profession	al Services	FFP Consultant		0.29%		2,000	Assist in s	Assist in setting up MAA billing: 20 hours x \$100/hour.			
15	Profession	al Services	Thomas Keifer, Capacity Buil	ding	1.73%		12,000	Develop capacity building, data base, analysis, \$100/hr.			is, \$100/hr.	
	Total Servi	ces & Supp	lies			\$	115,409					
III.	FOOD											
	Event(s):						TOTAL F5SB BUDGET		Description/J	ustification:		
1												
	Total Food					\$	=					
IV.	TRAVEL											
	Destir	nation:		Purpose:			TOTAL F5SB BUDGET		Description/J	ustification:		
1	Project Sit	es	Provide primary project activ	vities			16,538	staff coun	les at \$0.575 per mile 7 tywide within San Bern	ardino Cour	nty.	
2	Partner Sit	es	Collaboration and training				1,980		es at \$0.575 per mile. <i>A</i> within San Bernardino (neetings, trainings	



FISCAL YEAR: 2015-2016

ORGANIZATION: Center for Oral Health Conrado E. Barzaga, MD 2015-2016 DIRECTOR: PROGRAM YEAR:

PROGRAM TITLE: Early Smiles PROGRAM DIRECTOR: Theresa Anselmo, MPH, BSDH, RDH TOTAL BUDGET: 693,750

Oral Health - Education Screening and

INITIAT	IVE:	Oral Health - Education, Screen	rg and FINANCE OFFICER:	Jason McGuire		RFP/CONTRACT #: 15-01 HW055				
	Total Trav	/el			18,518					
V.	SUBCONT	RACTORS								
	Organizat	ion Name:			TOTAL F5SB BUDGET	Description/Justification:				
1	Hearts an	d Lives			92,500	Provide education and navigation services per the MOU.				
2	SAC Healt	th Systems			62,500	Provide education, screening and navigation service per the MOU.				
3	Service Pr	rovider			60,000	60,000 Provide education and navigation services.				
	Total Sub	contractors			215,000					
VI.	INDIRECT	COSTS								
	Percent:	11.64%			\$ 72,323	Represents about 1/3 of the actual indirect costs based				
	Basis:	Federal Indirect Cost Rate is 299	% for fiscal year ended 6/30/14	l.		on the approved federal indirect cost rate \$ 107,891 contributed in-kind by COH general fund.				
	Total Indi	rect Costs	-		\$ 72,323					
TOTAL I	FIRST 5 BU	IDGET			\$ 693,750					



Total Salaries & Benefits

FIRST 5 SAN BERNARDINO PROGRAM BUDGET

FISCAL YEAR: 2016-2017

ORGANIZATION: Center for Oral Health DIRECTOR: Conrado E. Barzaga, MD PROGRAM YEAR: 2016-2017 PROGRAM TITLE: **Early Smiles** PROGRAM DIRECTOR: Theresa Anselmo, MPH, BSDH, RDH TOTAL BUDGET: \$ 693,750 INITIATIVE: RFP/CONTRACT #: HW055 Oral Health - Education, Screening and Navigation FINANCE OFFICER: Jason McGuire 15-01 First 5 % of TOTAL **■** BUDGET CATEGORY **F5SB BUDGET TOTAL SALARY** FTE PAY RATE # OF HOURS BENEFIT RATE | F5SB SALARY **F5SB BENEFITS** SALARY **DESCRIPTION/ JUSTIFICATION** SALARIES & BENEFITS В D G Name: Position: Responsibilities for contract compliance, supervision of Project Director & contractor, liaison with First 5 SB, and budget oversight. Total contributed in-kind by COH general 1 Barzaga, Conrado **Executive Director** 0.00 70.24 30.0% 189,929 0% fund. Supervision of Project Specialists, coordination between COH/OHAC-IE and project partners, data compilation, partner assistance, written reports, & OHAC-IE 0.50 40.41 1.040 30.0% 42.026 12.608 54,634 109,269 2 Anselmo, Theresa Project Director 50% management. Arrange for and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental Program Specialist, RDHAP 0.50 37.88 1,040 30.0% 39,395 11,819 51,214 102,428 3 Rodriguez, Mireya 50% benefits. Assist in obtaining dental care. Arrange for and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental 4 TBD Program Specialist RDH 37.14 1,248 30.0% 46,351 13,905 60,256 100,427 60% benefits. Assist in obtaining dental care. 0.60 Arrange for and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental TBD Program Specialist, RDH 1.00 37.14 2,080 30.0% 77,251 23,175 100,427 100,427 100% benefits. Assist in obtaining dental care. Administrative operations analysis Pilapil, Jennifer Operations Manager 0.10 35.35 208 30.0% 7,353 2,206 9,559 95,586 10% GIS/Spatial analysis. Administrative support, communications, 7 Bale, Lauren Administrative Assistant 10% OHAC-IE support, & data entry. 0.10 24.98 208 30.0% 5,196 1,559 6,755 67,546

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2016-2017 **FISCAL YEAR:**

Conrado E. Barzaga, MD ORGANIZATION: Center for Oral Health DIRECTOR: PROGRAM YEAR: 2016-2017

PROGRAM TITLE: Early Smiles \$ 693,750 Theresa Anselmo, MPH, BSDH, RDH PROGRAM DIRECTOR: TOTAL BUDGET:

INITIATIVE:	Oral Health - Education, Screening and Navigation	FINANCE OFFICER:	Jason McGuire		RFP/CONTRACT #: 15-01 HW055
II. SERV	/ICES & SUPPLIES				
Expe	nse:		% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1 Prog	ram Materials		1.41%	9,749	Educational materials: handouts: \$0.15 X 12,535; flip displays: \$12.05 X 14; misc. education: \$500 X 10; promotional materials: \$36 X 75.
2 Parti	cipant Support/Incentives		7.52%	52,193	Fluoride varnish: \$0.53/dose X 13,469 doses; oral hygiene kits: \$2.50/kit X 13,469 + \$0.11 X 3,471; financial assistance to overcome barriers to care: mean of \$100/client X110 clients.
3 Parti	cipant Transportation		0.98%	6,790	Transportation assistance: \$5/ trip X 2 trips X 679 clients.
4 Train	ning and Education		1.08%	7,500	Training for project and partner staff in education, interviewing techniques, use of forms, navigation, and other aspects of the project. Also, included are learning, community meetings among the partners, and dissemination of lessons.
5 Print	ing		0.36%	2,500	Educational materials, evaluation surveys, tracking materials (e.g., risk assessment forms, referral forms, etc.), internal and external correspondence, etc.: estimated \$208/month.
6 Posta	age		0.12%	804	Mail, shipping, and delivery services, as needed for correspondence, billing, delivery of supplies and materials to partner sites: estimated 6,700 copies/month X \$0.12/copy.
7 Offic	e Supplies		0.08%	561	Writing implements, and other supplies: estimated at \$18/month X 2.6 staff.
8 Rent,	/Lease Building		0.00%	-	\$8,460 contributed in-kind by COH general fund.



FISCAL YEAR: 2016-2017

	IZATION: AM TITLE:	Early Smil	r Oral Health es th - Education, Screening and	DIRECTOR: PROGRAM DIRECTOR:	Conrado E. Barza	ga, MD , MPH, BSDH, RDH	PROGRAM YEAR: TOTAL BUDGET:	2016-201 \$ 693,750	
INITIATI	VE:	Navigatio	n	FINANCE OFFICER:	Jason McGuire		RFP/CONTRACT #: 1	5-01 HW05	
9	Utilities				0.26%	1,800	2 cell phones x \$75/month x 12 mont utilities at \$427 per month contribute fund.		
10	Insurance/	Taxes/Lice	enses		0.00%	-	\$5,622 Contributed in-kind by COH go		
11	Communic	cations			2.16%	15,000	Text2Floss: fee for one-week oral hea \$5 X 3,000 participants.		
12	Profession	al Services	: Jason McGuire, Financial Consu	ıltant	1.30%	9,000	Accounting, tax forms, financial statements, bank reconciliations, etc: 15.0 hours/month X \$100/hour.		
13	Profession	al Services	: FFP Consultant		0.29%	2,000	Assist in setting up MAA billing: 20 hours x \$100/hour.		
14	Profession	al Services	: Thomas Keifer, Capacity Buildir	ng	2.59%	18,000	Develop capacity building, data base, analysis, \$100/hr.		
	Total Servi	ces & Supp	olies			\$ 125,897			
III.	FOOD								
	Event(s):					TOTAL F5SB BUDGET	T Description/Justification:		
1									
	Total Food					\$ -			
IV.	TRAVEL								
	Destir	nation:		Purpose:		TOTAL F5SB BUDGET	Description/sustin		
1	Project Site	es	Provide primary project activiti	es		16,538	28,762 miles at \$0.575 per mile 700 n staff countywide within San Bernardir	no County.	
	Partner Sit		Collaboration and training			1,980	3,444 miles at \$0.575 per mile Appro etc./year within San Bernardino Coun		
	Total Trave	el				\$ 18,518			
V.	SUBCONTE	RACTORS							
	Organizatio	on Name:				TOTAL F5SB BUDGET	Description/Justifi	ication: 2:32 PM 5/29/20	



FISCAL YEAR: 2016-2017

PROGR		Center for Oral Health Early Smiles Oral Health - Education, Screening and	DIRECTOR: PROGRAM DIRECTOR:		ga, MD , MPH, BSDH, RDH	PROGRAM YEAR: TOTAL BUDGET:	\$	2016-2017 693,750
INITIAT	IVE:	Navigation	FINANCE OFFICER:	Jason McGuire	1	RFP/CONTRACT #:	15-01	HW055
1	Hearts and	d Lives			82,500	\$10,000 funded by COH Denti- contingent on COH Denti-Cal re		nts; Amount
2	SAC Healt	h Systems			52,500	\$10,000 funded by Denti-Cal reimbursements; Amount contingent on COH Denti-Cal reimbursements.		
3	Service Pr	ovider			60,000	Provide education and screening services.		
4	Service Pr	ovider			-	\$62,500 funded by COH Denti-Cal reimbursements; Amount contingent on COH Denti-Cal reimbursements.		
5	Service Pr	ovider			-	\$35,000 funded by COH Denti- contingent on COH Denti-Cal re		nts: Amount
	Total Subo	contractors			\$ 195,000	\$117,500 funded by Denti-Cal reimbursements		
VI.	INDIRECT	COSTS						
	Percent:	11.49%		71,491	Represents about 1/3 of the ac	tual indirect costs	based	
	Basis: Federal Indirect Cost Rate is 29% for fiscal year ended 6/30/14.					on the approved federal indired	ct cost rate	
						\$ 108,965 contributed in-kind b	oy COH general fu	nd.
	Total Indirect Costs							
TOTAL	TOTAL FIRST 5 BUDGET							



FISCAL YEAR: 2017-2018

ORGANIZATION: Center for Oral Health DIRECTOR: Conrado E. Barzaga, MD PROGRAM YEAR: 2017-2018 PROGRAM TITLE: PROGRAM DIRECTOR: TOTAL BUDGET: \$ **Early Smiles** Theresa Anselmo, MPH, BSDH, RDH 693,750 INITIATIVE: Oral Health - Education, Screening and Navigation FINANCE OFFICER: Jason McGuire RFP/CONTRACT #: 15-01 HW055 First 5 % of TOTAL TOTAL SALARY BUDGET CATEGORY PAY RATE # OF HOURS BENEFIT RATE | F5SB SALARY **F5SB BENEFITS F5SB BUDGET** SALARY **DESCRIPTION/ JUSTIFICATION** SALARIES & BENEFITS D G Name: Position: Responsibilities for contract compliance, supervision of Project Director & contractor, liaison with First 5 SB, and budget oversight Total contributed in-kind by COH general 1 Barzaga, Conrado Executive Director 0.00 72.35 31% 197,139 0% fund. Supervision of Project Specialists, coordination between COH/OHAC-IE and project partners, data compilation, partner assistance, written reports, & OHAC-IE 2 Anselmo, Theresa Project Director 0.50 41.62 1,040 31% 43,285 13,418 56,703 113,406 50% management. Arrange for and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental 3 Rodriguez, Mireva Program Specialist, RDHAP 0.50 39.02 1.040 31% 40.581 12.580 53.161 106.322 50% benefits. Assist in obtaining dental care. Arrange for and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental 4 TBD 38.25 1,248 47,736 14,798 62,534 104,224 60% benefits. Assist in obtaining dental care. Program Specialist RDH 0.60 31% Arrange for and deliver oral health programs for children and pregnant women; administer fluoride varnish, educate parents and families about oral health, and dental 2.080 79,560 104,224 100% benefits. Assist in obtaining dental care. 5 TBD Program Specialist, RDH 1.00 38.25 31% 24,664 104,224 Administrative operations analysis 6 Pilapil, Jennifer Operations Manager 0.10 36.41 208 31% 7,573 2,348 9,921 99,210 10% GIS/Spatial analysis. Administrative support, communications, Administrative Assistant Bale, Lauren 0.10 25.73 208 31% 5,352 1,659 7,011 70,109 10% OHAC-IE support, & data entry. Total Salaries & Benefits 293,554

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T.				, , , , , , , , , , , , , , , , , , ,							2017-2018 693,750			
IN	IITIATIVE:	Oral Health - Education, Screen	ning and Na	vigation	FINANCE OF	FICER:	Jason McGuire				RFP/CONTRACT #:	15-01		HW055
I.	BUDGET CATEGORY SALARIES & BENEFITS		FTE A	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY		CRIPTION/ JUSTIFIC	ATION

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FISCAL YEAR: 2017-2018

ORGANIZATION: Center for Oral Health DIRECTOR: Conrado E. Barzaga, MD PROGRAM YEAR: 2017-2018

PROGRAM TITLE:Early SmilesPROGRAM DIRECTOR:Theresa Anselmo, MPH, BSDH, RDHTOTAL BUDGET:\$ 693,750

Oral Health - Education,

INITIATIVE: Screening and Navigation FINANCE OFFICER: Jason McGuire RFP/CONTRACT #: 15-01 HW055

TOTAL F5SB
cation: BUDGET Description/Justification:
-
Educational materials: handouts: \$.15 X 17657; flip displays:
\$12.05 X 14; misc. education: \$500 X 10; promotional
% 16,379 materials: \$36 X 75; misc. edu materials \$5,862.
Fluoride varnish: \$0.53/dose X 13,000 doses; oral hygiene kits:
2.50/kit X 13,020 + \$0.11 X 3,458; financial assistance to
% 47,120 overcome barriers to care: mean of \$100/client X 73 clients.
% 8,000 Transportation assistance: \$5/ trip X 2 trips X 800 clients.
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Training for project and partner staff in education,
interviewing techniques, use of forms, navigation, and other
aspects of the project. Also, included are learning, community
% 7,500 meetings among the partners, and dissemination of lessons.
Educational materials, evaluation surveys, tracking materials
(e.g., risk assessment forms, referral forms, etc.), internal and
, e
2,555 Chemia correspondence, etch estimated \$250, months
Mail, shipping, and delivery services, as needed for
correspondence, billing, delivery of supplies and materials to
% 804 partner sites: estimated 6,700 copies/month X \$0.12/copy.
555



FISCAL YEAR: 2017-2018

ORGAN	IZATION:	Center for Oral Health	DIRECTOR:	Conrado E. Barza	ga, MD	PROGRAM YEAR: 2017-2018		
PROGRA	AM TITLE:	Early Smiles	PROGRAM DIRECTOR:	Theresa Anselmo	, MPH, BSDH, RDH	TOTAL BUDGET: \$ 693,750		
INITIAT	IVE:	Oral Health - Education, Screening and Navigation	FINANCE OFFICER:	Jason McGuire		RFP/CONTRACT #: 15-01 HW055		
7	Office Sup	plies		0.08%	561	Writing implements, and other supplies: estimated at \$18/month X 2.6 staff.		
	Office Equ	-		0.00%	1	N/A		
9	Rent/Leas	e Building		0.00%	0	\$8,460 Contributed in-kind by COH general fund.		
10	10 Utilities				1,800	2 cell phones x \$75/month x 12 months = \$1,800; other utilities at \$427 per month contributed in-kind by COH general fund.		
-		/Taxes/Licenses		0.26%		\$5,622 contributed in-kind by COH general fund.		
12	12 Communications				15,000	Text2Floss: fee for one-week oral health education text service: \$5 X 3,000 participants.		
13	Profession	al Services: Jason McGuire, Fir	nancial Consultant	1.30%	9,000	Accounting, tax forms, financial statements, bank reconciliations, etc.: 15.0 hours/month X \$100/hour.		
14	Profession	al Services: FFP Consultant		0.29%	2,000	Assist in setting up MAA billing: 20 hours x \$100/hour.		
15	Profession	al Services: Thomas Keifer, Ca	pacity Building	2.59%	18,000	Develop capacity building, data base, analysis, \$100/hr.		
	Total Servi	ices & Supplies			\$ 128,664			
III.	FOOD							
	Event(s):			TOTAL F5SB BUDGET	Description/Justification:			
1								
	Total Food	I		\$ -				
IV.	TRAVEL							
	Desti	nation:	Purpose:		TOTAL F5SB BUDGET	Description/Justification:		



FISCAL YEAR: 2017-2018

ORGANIZATION: Center for Oral Health **DIRECTOR:** Conrado E. Barzaga, MD 2017-2018 PROGRAM YEAR: **PROGRAM TITLE:** Early Smiles PROGRAM DIRECTOR: Theresa Anselmo, MPH, BSDH, RDH TOTAL BUDGET: 693,750 Oral Health - Education, INITIATIVE: Screening and Navigation FINANCE OFFICER: Jason McGuire RFP/CONTRACT #: 15-01 HW055 28,762 miles at \$0.575 per mile 700 miles a month for 3 service 16,538 staff countywide within San Bernardino County. Provide primary project activities 1 Project Sites 3,444 miles at \$0.575 per mile Approx. 14 meetings, trainings Collaboration and training 1,980 etc./year within San Bernardino County. 2 Partner Sites Total Travel Ś 18.518 SUBCONTRACTORS **TOTAL F5SB BUDGET** Organization Name: Description/Justification: contingent on COH Denti-Cal reimbursements. Denti-Cal 1 Hearts and Lives 72,500 reimbursements \$20,000 funded by COH Denti-Cal reimbursements; Amount 2 SAC Health Systems 42,500 contingent on COH Denti-Cal reimbursements. 3 Service Provider 60,000 Education and screening services \$62,500 funded by COH Denti-Cal reimbursements; Amount 4 Service Provider contingent on COH Denti-Cal reimbursements. \$35,000 funded by COH Denti-Cal reimbursements; Amount 5 Service Provider contingent on COH Denti-Cal reimbursements. \$137,500 funded by COH Denti-Cal reimbursements; Amount 175,000 contingent on COH Denti-Cal reimbursements. Total Subcontractors INDIRECT COSTS Percent: 12.67% 78,014 Represents about 1/3 of the actual indirect costs based on the approved federal indirect cost rate \$100,549 contributed in-kind by COH general fund Basis: Federal Indirect Cost Rate is 29% for fiscal year ended 6/30/14. 78,014 **Total Indirect Costs TOTAL FIRST 5 BUDGET** 693,750 2:32 PM 5/29/201



Overview

First 5 San Bernardino (F5SB) is committed to ensuring that children are healthy, safe, nurtured, eager to learn and ready to succeed by investing in oral health services for children 0-5 and pregnant women in San Bernardino County. Through this RFP, F5SB seeks to address and alleviate barriers to optimal oral health by supporting 1) targeted oral health education to pregnant women and families with children under the age of six, 2) oral health screening, and 3) navigation to ensure utilization and decrease barriers such as benefit gaps for treatment needs.

Prioritizing oral health education to focus on families utilizing their dental benefits and education on healthy oral health practices takes a preventative approach to oral health care for families with children 0-5. Education is a crucial component to oral health utilization as it informs the public to utilize the benefits they are eligible to access. With the expansion in health care coverage for pregnant women and children 0-5, many families may have benefits they are not aware of. Among the objectives of this initiative is that children see a dentist regularly and have established a medical/dental home.

Portals for engaging children and pregnant women to be served by the Oral Health, Education, Screening and Navigation initiative can include such settings as WIC, OB-GYN and pediatric offices, Family Resource Centers, community events, infant/toddler care, home-based child care or preschool environments.

The Oral Health Education, Screening and Navigation services should be supported with the most efficient and effective use of resources such as educators, navigators, pediatric dentists, nurse practitioners, dental hygienists, dental office assistants, interns and volunteers. The same relates to environments, utilizing school based clinics, community clinics, mobile units etc.

Prioritizing oral health services to focus on 1) children 0-5 and 2) pregnant women aligns with the changing landscape of oral health needs in San Bernardino County.

Strategic Priority Areas and Outcomes

The F5SB Strategic Plan identifies Goal 1.1 Child Health through the following objectives: a) families have access to resources and environments that support the total wellness of the child, b) families are knowledgeable of and utilize available resources to manage their health, and c) children are born healthy.

Activities and Indicators

OBJECTIVES	ACTIVITIES	INDICATORS				
	Support and sustain families'	- Children who have health				
	access to healthy environments	insurance				
that support the total wellness of the child	Support and sustain families' access to quality healthcare	People with a usual source of health careMedical home access				



OBJECTIVES	ACTIVITIES	INDICATORS
Families are knowledgeable of and utilize available resources to manage their health	Support health education, navigation and utilization Connect children to local health	Children who see a dentist regularlyMedical home access
	providers to address their specific health needs	
Children are born healthy	Connect expectant parents with quality prenatal care and education	 Babies born with very low and low birth weight Preterm births Infant mortality Mothers who received early prenatal care

Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the Oral Health Education, Screening, and Navigation Services RFP:

Funding Requirements and Expectations

- Must include face-to-face engagement with parents of children 0-5 and/or pregnant women
- Must focus on education and strategies to increase the knowledge of optimal oral health practices of families with <u>children 0-5</u>.
- Must focus on education and strategies to increase the knowledge of optimal oral health practices of <u>women who are pregnant</u> (in the interest of addressing the risk factors associated with premature births).
- Must focus on education and strategies to increase the knowledge and <u>utilization of dental</u> benefits for children 0-5 and women who are pregnant
- Must offer a dental screening to children birth 5 and pregnant women who have engaged in Oral Health Education, Screening and Navigation services
- Must be able to demonstrate connection to a network of resources (providers, programs etc.) to decrease barriers and gaps for treatment needs.
- Must be able to meet the desired outcomes by providing baseline and post intervention data specific to clients served
- Must utilize Caries Risk Assessment

Priority Components: Oral Health Education, Screening and Navigation

- Able to address needs countywide
- Establishment of relationships between medical and oral health providers in community settings
- Approaches that identify and address the barrier caused by location and access to reliable transportation
- Approaches that identify serving children who have special needs