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Agenda: Children and Families Commission 06-2019

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

**Meeting date,
time, and place**

June 5, 2019
3:30 p.m. to 5:00 p.m.
Commission Conference Center

**Pledge of
Allegiance**

Chair or designee will lead the Pledge of Allegiance

**SPECIAL
PRESENTATION**

“Quality Start San Bernardino”
Nicole Tanner, Ph.D., Managing Partner, VIVA Strategy + Communications

**Conflict of
Interest
Disclosure**

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

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

Report

Legislative Report by Chekesha Gilliam
Government Relations Analyst, County Administrative Office

Report

Executive Director’s Report by Karen E. Scott

Consent Items

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

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

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

Agenda: Children and Families Commission 06-2019

June 5, 2019

Page 2 of 3

Item No.	CONSENT
1	Approve Minutes of April 3, 2019 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 Fiscal Years 2015-2020 to confirm the plan will be active for the forthcoming fiscal year. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)
3	Approve Budget for Fiscal Year 2019-2020 and updates to the Five Year Financial Plan. (Presenter: Debora Dickerson-Sims, Deputy Director of Finance, 252-4269)
4	Approve Contract IC036 with Vavrinek, Trine, Day & Co., LLP (VTD) for \$64,720 for Fiscal Years 2018-19 and 2019-2020 to conduct annual audits and develop and prepare reports of First 5 San Bernardino's (F5SB) financial statements. (Presenter: Debora Dickerson-Sims, Deputy Director of Finance, 252-4269)
5	Approve Amendment A2 for Contract SI021 with Children's Fund for \$263,900 for Fiscal Year 2019-2020 resulting in a cumulative total of \$1,319,500 for Fiscal Years 2015-2020 to provide services to San Bernardino County children through the Children's Assessment Center. (Presenter: Renee Jones, Staff Analyst II, 252-4273)
6	Approve Amendment A2 for Contract SI020 with Children's Fund for \$552,990 for Fiscal Year 2019-2020 resulting in a cumulative total of \$2,764,950 for Fiscal Years 2015-2020 to support the Emergency Needs Program and Celebration of Giving campaign. (Presenter: Renee Jones, Staff Analyst II (252-4273).
7	Approve Amendment A1 to Contract IC030 with VIVA Strategy + Communications for \$300,000 for Fiscal Year 2019-2020 for a cumulative total of \$1,004,660 for Fiscal Years 2016-2020 for strategic consultation services to support implementation of the County's Quality Rating Improvement System (QRIS). (Presenter: Tania Offerrall, Staff Analyst II, 252-4262)
8	Approve Contract EC036 with the County of San Bernardino Preschool Services Department (PSD) for \$176,000 per year for a cumulative total amount of \$528,000 for Fiscal Years 2019 through 2022 in support of the Early Head Start – Child Care Partnership (EHS-CCP). (Presenter Tania Offerrall, Staff Analyst II, 252-4262)

Item No.	INFORMATION
9	Receive information on "Help Me Grow – Strategic Plan Draft" (Presenter: Karen E. Scott, Executive Director, 252-4252)

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

Commissioner Roundtable Open to comments by the Commissioners.

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Next Meeting at
First 5 San
Bernardino

**NOTE: Meeting falls on second Wednesday in July
Wednesday, July 10, 2019
3:30 p.m. to 5:00 p.m.**

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

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CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: JUNE 5, 2019

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	Vavrinek, Trine, Day & Company, LLP	David Showalter Partner	N/A	N/A
5	Children’s Fund	Ciriaco “Cid” Pinedo, Ed.D. President and CEO	N/A	Thomas
6	Children’s Fund	Ciriaco “Cid” Pinedo, Ed.D. President and CEO	N/A	Thomas
7	VIVA Strategy + Communications, LLC	Nicole Tanner Managing Partner	N/A	N/A
8	County of San Bernardino Preschool Services Department	Curt Hagman Fourth District Supervisor and Chairman of the Board of Supervisors	N/A	Gonzales (Recuse) Thomas (Abstain) Ohikhuare (Abstain)
9	N/A	N/A	N/A	N/A



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Minutes: Children and Families Commission Meeting

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

**Meeting Date,
Time and
Location** Commission Meeting
April 3, 2019 – 3:30 p.m.
First 5 San Bernardino

**Pledge of
Allegiance** The Pledge of Allegiance was led by Chair Ohikhuare

**SPECIAL
PRESENTATION** “First 5 San Bernardino 20th Anniversary Celebration” video
Presented by: Inland Empire Community Collaborative – Suzie Gomez, President

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

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Attendees **Commissioners Present**

- Maxwell Ohikhuare, M.D.
- CaSonya Thomas
- Josie Gonzales
- Margaret Hill
- Gary C. Ovitt
- Elliot Weinstein, M.D.

Staff Present

- Karen Scott, Executive Director
- Cindy Faulkner, Assistant Director
- Debora Dickerson-Sims, Deputy Director of Finance
- Staci Scranton, Business Support Manager
- Sophie Akins, Commission Counsel
- Marian Fam, Accountant II
- Wendy Lee, Staff Analyst II
- Renee Jones, Staff Analyst II
- Ronnie Robinson, Staff Analyst II

- Walid Wahba, Staff Analyst II

Changes to the Agenda

The presenter for Agenda Item 2 is Assistant Director Cindy Faulkner in place of Scott McGrath.

**Report –
Legislative
Chekesha
Gilliam**

See attached legislative report.



4-2019 F5SB.pdf

**Report –
Executive
Director,
Karen Scott**

SAVE THE DATE

“Second Annual Symposium on Infant and Toddler Mental Health and Adverse Childhood Experiences”, May 20, 2019 from 9:00 a.m. to 3:00 p.m. at the Riverside Convention Center. Guest speaker is Dr. Bruce Perry, Senior Fellow of The Child Trauma Academy.

GENERATIONGo!

The San Bernardino County Workforce Development Board GenerationGo! Initiative targets K-12 level youth. This is a countywide effort to provide career pathways in high school that lead to college and vocational training and employment. The intent is to prepare the county’s workforce for future careers and ensure its youth are “workforce ready.” Through their intern program with County departments, First 5 has had an opportunity to host an amazing, bright 16-year-old, Alyssa Duque.

“NO SMALL MATTER” Screening

“No Small Matter” is a feature-length documentary film and national engagement campaign that brings public attention to this vital question by sharing powerful stories and stunning truths about the human capacity for early intelligence and the potential for quality early care and education to benefit America’s social and economic future.

A screening of this film will be shown at the Dorothy Ingraham Learning Center, located at 670 E. Carnegie Drive in San Bernardino on April 17th, 5:00 p.m. to 7:30 p.m.

Registration is free, however, space is limited.

To register, please visit: <http://bit.ly/nosmallmatter2019>

This film is presented with support from Silicon Valley Community Foundation in partnership with Quality Start San Bernardino, Child Care Resource Center, San Bernardino County Superintendent of Schools, San Bernardino County Preschool Services, Children’s Fund and First 5 San Bernardino.

Consent Motion by Commissioner Gonzales and seconded by Commissioner Ovitt to approve the Consent Item.

Without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve Minutes of February 6, 2019 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant 252-4252)

Item No.	DISCUSSION
2	<p>Conduct Public Hearing on California Children and Families Commission Annual Report for Fiscal Year 2017-2018. (Presenter: Cindy Faulkner, Assistant Director, 252-4253)</p> <p>The Public Hearing was conducted highlighting the support and work of the State First 5 Commission related to Family Functioning, Improved Systems of Care, Developmental Screenings and Services, and also included reports on First 5 Revenue and Tobacco Cessation resources.</p> <p>First 5 San Bernardino highlights were inadvertently excluded from First 5 California's Annual Report. Commissioner Hill asked how the information could be disseminated to other First 5 Commissions. A suggestion was made to submit the information via First 5 Association's Intranet emails whose distribution list reaches the other First 5 Commissions. First 5 staff will follow up with this recommendation.</p> <p>The Commission was also informed that First 5 California will continue to build on this year's successes and continue working toward the underlying Strategic Plan goal to ensure all children prenatal through age 5 have the resources, foundation, and systems of support they need to thrive.</p> <p>No public comments were presented on this item.</p>
3	<p>Approve Contract SI030 with County of San Bernardino Children's Network in the amount of \$459,877 per year for Fiscal Years 2019-2022 with a cumulative total amount not to exceed \$1,379,631 for the delivery of countywide educational campaigns and community events addressing child abuse prevention. (Presenter: Renee Jones Staff Analyst II, 252-4273)</p> <p>Discussion Janki Patel was introduced as the new Children's Network Officer. Ms. Patel promoted to the position and takes over for Kathy Turnbull, the out-going network officer who recently retired. Ms. Patel thanked the Commission for their continued enthusiasm and support for the organization.</p> <p>Public Comment None</p> <p>Commissioner Gonzales recused herself from this item due to her seat on the Board of Supervisors. Commissioner Thomas abstained due to her position as appointing authority over Children's Network.</p> <p>Motion made by Commissioner Weinstein and seconded by Commissioner Hill to approve Item 3. Without further comment or objection, motion carried by unanimous vote.</p>

**Public
Comment**

None

**Commissioner
Roundtable**

None

Adjournment

Motion to adjourn by Commissioner Hill and seconded by Commissioner Weinstein. Without further comment or objection, motion carried by unanimous vote. Chair Ohikhuare adjourned the meeting at 4:20 p.m.

**Next meeting at
First 5 San
Bernardino**

***Wednesday, June 5, 2019
3:30 p.m. to 5:00 p.m.***

Attest

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Executive Assistant



AGENDA ITEM 2
June 5, 2019

Subject	Strategic Plan for Fiscal Years 2015-2020
Recommendations	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for Fiscal Years 2015-2020 to confirm the plan will be active for the forthcoming fiscal year. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)
Financial Impact	None
Background Information	<p>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.</p> <p>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 1st of each year. Last review conducted on June 6, 2018.</p> <p>The current Strategic Plan investment areas are defined as Strategic Priority Areas (SPA's):</p> <ul style="list-style-type: none">• 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 <p>With the assistance of the First 5 San Bernardino Advisory Committee, it has been determined that the current Strategic Plan as presented and approved by the Commission on June 1, 2016, is a reliable resource and properly reflects the Commission's current Vision and Mission. Changes on the back page for the 2019-2020 Fiscal Year (as follows):</p> <ol style="list-style-type: none">1. "James C. Ramos, San Bernardino County Supervisor, Third District" to "Josie Gonzales, San Bernardino County Supervisor, Fifth District"2. "J. Paul Vargas, School Board and Founding Member Oxford Preparatory Academy" to "Gary Ovitt, Retired"3. "Alan H. Garrett, President and CEO, St. Mary Medical Center" to "Vacant" <p>Upon completion of the Public Hearing, the Strategic Plan will be uploaded to the First 5 San Bernardino website, printed and utilized for Fiscal Year 2019-2020 and will satisfy the Commission's requirements of California Health and Safety Code Sections 130100-130155 and Revenue and Taxation Code Section 30131 for this period.</p>
Review	Sophie Akins, Commission Counsel

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

Strategic Plan $\frac{2015}{2020}$



Revised April 2019

Linda Haugan served on the Children and Families Commission for San Bernardino County from 2005-2016 and as Commission Chair from 2011 to 2016 upon her retirement as Assistant Executive Officer for San Bernardino County Human Services. Ms. Haugan was instrumental in the development and realization of the goals and objectives of the First 5 San Bernardino Strategic Plan 2015-2020.

Letter from former Chair of Children and Families Commission for San Bernardino County



First 5 San Bernardino is proud to share its newly revised Strategic Plan for FY 2015 - 2020. This is a coordinated plan with clear vision and the intent to contribute to a positive, measurable and collective impact for children ages zero through five and their families in San Bernardino County.

First 5 San Bernardino Commissioners are dedicated to the adopted Countywide Vision and Cradle to Career Initiative. The priorities set forth in this Strategic Plan support Collective Impact through coordination, collaboration, alignment and leveraging.

First 5 San Bernardino's Strategic Plan looks quite different than it has in the past. The plan consists of 2 major parts or Strategic Priority Areas: (1) Children and Families and (2) Systems and Network. This plan allows support to goals that are research based, sustainable, effective, and reach children and families most in need of services. The plan ensures that the specific objectives and strategies employed by the Commission yield the greatest outcomes for young children.

One specific focus is on leveraging resources through partnerships at County, State and Federal levels to strengthen existing systems. Key considerations include ensuring the Commission's ability to provide leadership and respond to opportunities within a changing context, e.g. Federal Health Care Reform and Early Care and Education programs and incentivizing collaboration through Place-Based and Community Initiatives.

First 5 San Bernardino supports children and families in the areas of Child Health, Early Learning, Family and Community Support. The framework of the 2015-2020 First 5 San Bernardino Strategic Plan ensures congruence and enhancement to the existing network of support services for families with children ages 0 to 5 throughout the County and that specific outcomes can be measured. The framework also ensures the Commission's support to sustainability, capacity building, and Community Engagement under Systems and Network.

The First 5 San Bernardino Commission would like to recognize and thank the First 5 Advisory Committee for their work in creating the new vision for First 5 San Bernardino.

First 5 San Bernardino is committed to ensuring that coordinated and comprehensive systems support and strengthen children, families and communities throughout our County. First 5 San Bernardino continues to pursue its vision that all children are healthy, safe, nurtured, eager to learn and ready to succeed in school.

A handwritten signature in black ink that reads "Linda Haugan". The signature is written in a cursive, flowing style.

Linda Haugan, Assistant Executive Officer - County of San Bernardino 2005-2016
First 5 San Bernardino Commission Chair 2011 - 2016

From First 5 San Bernardino Commission Chair on behalf of the Children and Families Commission for San Bernardino County



San Bernardino County continues to benefit from the remarkable advantage of collaboration and concentrated focus on our county’s youngest residents. This strategic plan outlines the vision to coordinate First 5 San Bernardino investments to maximize positive outcomes for families with children living in our county, with careful consideration of relevant needs for our most vulnerable communities. Health, Early Learning, and Family Support are a few of the pillars to ensure our children have the ability to thrive in their future. As conveners and partners in San Bernardino County, we support the work of our investments for children ages 0 through 5 to work well beyond our reach to sustain positive impact in communities that value quality early learning and a child’s potential from cradle to career. We thank our First 5 San Bernardino Advisory

Committee, Commission, staff and our funded agencies for their commitment to fulfilling this vision for our most precious resource...our children.

Dr. Maxwell Ohikhuare, Public Health Officer - County of San Bernardino
 First 5 San Bernardino Commission Chair 2017

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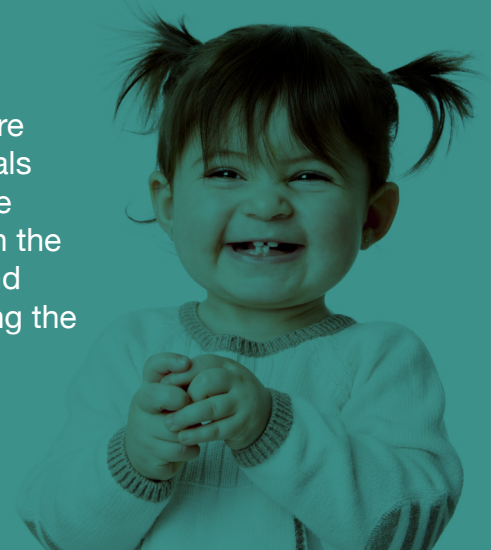
First 5 San Bernardino Strategic Planning Workgroup

The First 5 San Bernardino Strategic Planning Workgroup (SPW) was created as a subcommittee of the First 5 San Bernardino Advisory Committee. The group began meeting in June of 2013 for the purpose of creating the 2015-2020 Strategic Plan. The Data and Research subcommittee also participated in planning meetings to support the team’s use of data and research in the planning process. The Strategic Planning Workgroup saw that the timing of this revision of First 5 San Bernardino’s strategic plan provided a unique opportunity for alignment with several other strategic efforts at both the state and county level.



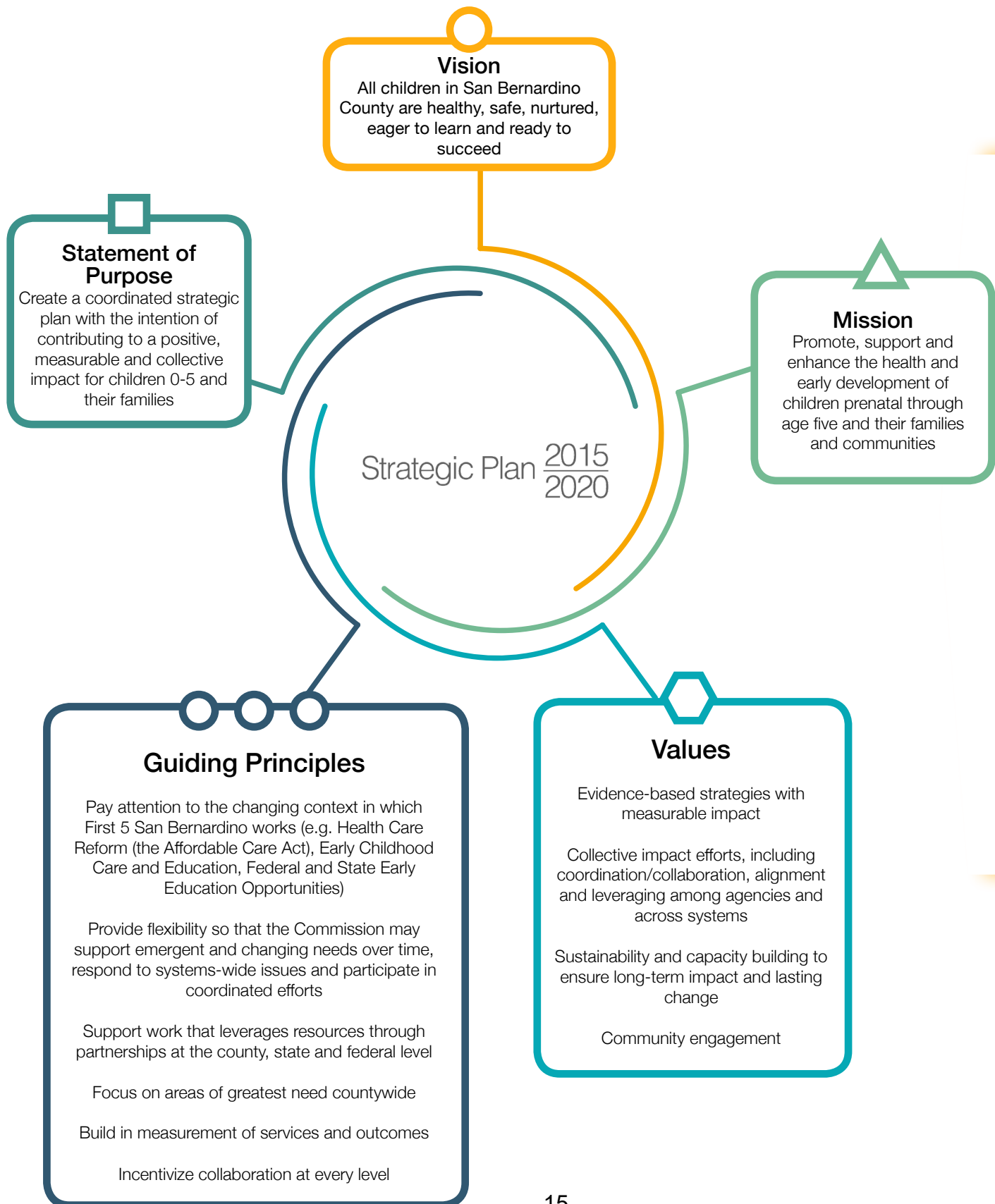
First 5 San Bernardino Vision and Mission

The Vision and Mission Statements for First 5 San Bernardino were reviewed by the Commission and found to be reflective of the goals of the Commission and of continued relevance to the needs of the County. Therefore both remain consistent with those developed in the last strategic planning process. The use of a consistent Vision and Mission create continuity across strategic plans. It’s role in shaping the 2015-2020 Strategic Plan can be viewed on Page 5.



Strategic Planning Purpose, Values and Guiding Principles

The SPW developed a Statement of Purpose, a Values Statement, and a set of Guiding Principles for the strategic planning process as a way to frame the group's work together.



Profile of Young Children in San Bernardino County

San Bernardino County is home to approximately

190,826

children under the age of 6 years

San Bernardino County Fertility Rate

65.1%

The county has a fertility rate greater than:

63%

State of California

62.6%

Riverside County

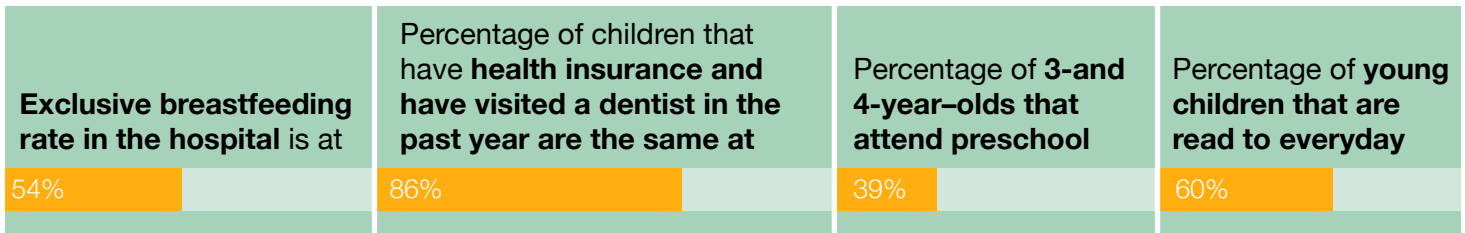
59.9%

Los Angeles County

55.9%

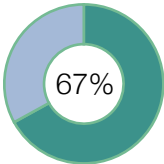
Orange County

San Bernardino County children and families face many challenges:



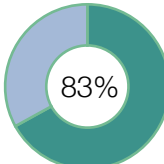
San Bernardino County children are faring relatively better than children in other California counties in several key areas:

While obesity is still a major concern, the **percent of children that are in a healthy weight zone is**



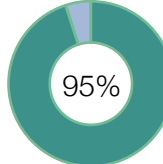
67%

The percent of **pregnant women in the county that receive early prenatal care**



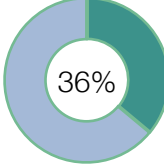
83%

The percent of **children between the ages of 0 to 3 that do not experience recurring abuse or neglect**



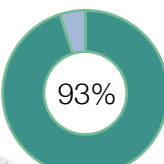
95%

The percentage of children with **asthma that have an asthma management plan**



36%

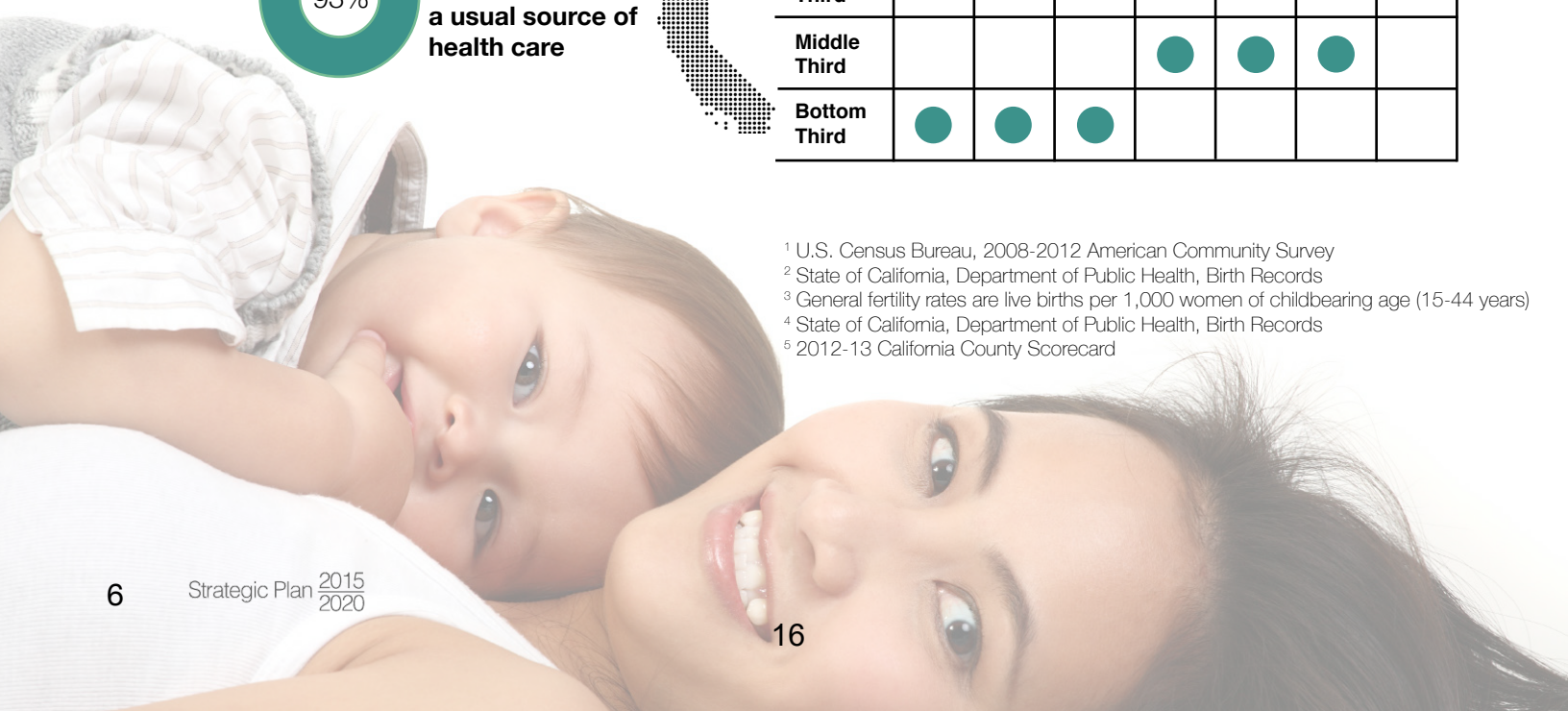
The percentage of children that **have a usual source of health care**



93%

Rank Amongst Other Counties in California	Exclusive In-Hospital Breastfeeding	Health Insurance	Visited dentist in the past year	Obesity	Children with asthma that have an asthma management plan	Children have a usual source of health care	Prenatal Care
Top Third							●
Middle Third			●	●	●		
Bottom Third	●	●	●				

¹ U.S. Census Bureau, 2008-2012 American Community Survey
² State of California, Department of Public Health, Birth Records
³ General fertility rates are live births per 1,000 women of childbearing age (15-44 years)
⁴ State of California, Department of Public Health, Birth Records
⁵ 2012-13 California County Scorecard



Strategic Plan Overview

The 2015-2020 First 5 San Bernardino Strategic Plan was modeled after the First 5 California Strategic Plan in order to more readily align local goals, objectives and outcomes with those reported at the state level. The SPW chose to make some shifts in terminology to better align the two plans. Exhibit 1 illustrates the shift in terminology from the 2010-15 Strategic Plan to the 2015-2020 Strategic Plan. An example is provided to illustrate the shift in terminology.

Exhibit 1. Changes in Strategic Plan Terminology from 2010-2015 to 2015-2020

	2010-2015	→	2015-2020
TERMINOLOGY	Focus Area		Strategic Priority Area (SPA)
	Health	▶	<p>Children and Families. Support children prenatal through 5 by providing culturally and linguistically effective resources, knowledge, and opportunities for them to develop the skills needed to achieve their optimal potential in school and life.</p> <p>Goals</p> <p>Children prenatal through age 5 and their families can access the full spectrum of health and behavioral health services needed to enhance their well-being</p>
	Goals	▶	Objectives
	Children and families are healthy and safe		Children are born healthy
	Strategies	▶	Activities
	Early screening and intervention		Connect expectant parents with quality prenatal care and education

One notable difference in the structure of this strategic plan is the addition of Strategic Priority Areas (SPAS). The two SPAs group together what was previously four focus areas for First 5 San Bernardino (SPA 1 includes health, education, family and community) and creates a stronger emphasis on systems work, which now comprises SPA 2. This structure more clearly delineates work intended to directly benefit children, families and communities and work intended to create, enhance and support systems.

Strategic Priority Area 1: Children and Families. Support children 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: Children prenatal through age 5 and their families can access the full spectrum of health and behavioral health services needed to enhance their well-being.

OBJECTIVES	1.1.a Families have access to resources and environments that support the total wellness of the child	Support and sustain families' access to healthy environments Support and sustain families' access to quality health care	ACTIVITIES
	1.1.b Families are knowledgeable of and utilize available resources to manage their health	Support health education, navigation and utilization Connect children to local health providers to address their specific health needs	
	1.1.c Children are born healthy	Connect expectant parents with quality prenatal care and education	

Goal 1.2 Early Learning: Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life.

OBJECTIVES	1.2.a Families have access to quality early childhood care and education	Support increased availability of quality early childhood care and education Support capacity building and quality improvement in early childhood care and education settings	ACTIVITIES
	1.2.b Parents and caregivers are knowledgeable of and utilize quality early childhood care and education resources	Increase access to and awareness of quality early childhood care and education resources	
	1.2.c Parents and caregivers are engaged in children's learning	Promote and support parent engagement and advocacy	

Goal 1.3 Family and Community Support and Partnerships: Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.

OBJECTIVES	1.3.a Children are free from abuse and neglect	Promote and support prevention of child abuse and neglect	ACTIVITIES
	1.3.b Parents provide developmentally-appropriate care	Support families in caring for their children	
	1.3.c Families are resilient	Connect families to community supports and social services	

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

Goal 2.1 Leadership as a Catalyst, Convener, and Partner: Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

OBJECTIVES	2.1.a Systems and services effectively support and engage children, families and communities	Identify and strategically align resources county-wide	ACTIVITIES
	2.1.b Families, providers and stakeholders collaborate effectively to improve the well-being of the child	Develop, create, and support or coordinate opportunities for collective impact	

Goal 2.2 Capacity Building: Communities have the capacity to address diverse needs of children.

OBJECTIVES	2.2.a Community organizations and groups are equipped to effectively serve children and families	Support ongoing learning and professional development	ACTIVITIES
	2.2.b Workforce is developed to effectively serve children and families	Support organizational development for community organizations and groups	

“First 5 San Bernardino can continue to be a leader, a convener, and to frame the conversation. They can actually shape the action.” - *San Bernardino County Child Welfare Key Professional*



Preliminary Indicators of Success and Alignment with other County Efforts

The Strategic Plan Workgroup identified a set of preliminary indicators of success that will be refined over the course of the Strategic Plan period. Baselines will be established in the first year of the new Strategic Plan and will be evaluated for progress annually and in alignment with investments made by the Commission.

In this section we also illustrate the ways in which the First 5 San Bernardino's 2015-2020 Strategic Plan aligns with and supports the work of the San Bernardino CountyWide Vision Cradle to Career Roadmap (C2C), and the Community Vital Signs Project (CVS). The San Bernardino County Wide Vision was a joint project of the County and the San Bernardino Association of Governments and included input from a broad range of stakeholders, including residents. The Countywide Vision Statement that resulted from these efforts appears in Exhibit 2.

The CountyWide Vision is comprised of eight elements: Jobs/Economy, Education, Housing, Public Safety, Infrastructure, Quality of Life, Environment, Wellness, and Image. **The Cradle to Career (C2C) Roadmap** offers natural alignment with First 5 San Bernardino's Strategic Plan. As the Early Childhood Education Subcommittee finalizes their indicators, First 5 San Bernardino may revisit the Strategic Plan to ensure areas of overlap are enhanced via shared goals and indicators. Areas of potential overlap between the First 5 San Bernardino Strategic Plan and the Cradle to Career Roadmap are denoted by "C2C".

The **Community Vital Signs (CVS)** Initiative is a community-driven effort (in collaboration with County Departments of Public Health and Behavioral Health) to establish a health improvement framework by using data to help set goals and priorities for action to improve the quality of life in the county. Over the course of several years, and with the input of thousands of stakeholders, seven priority indicators were identified, including: education, economy, access to health care, nutrition/ access to healthy foods, mental health, community safety, and safety at school. Proposed First 5 San Bernardino Indicators that overlap with CVS indicators are denoted with the CVS superscript.



⁶ The Early Childhood Education (ECE) Subcommittee includes Commission Staff and Advisory Committee members.

⁷ The C2C indicators were in the process of being finalized as this report was going to press, so these are areas where we believe alignment is likely. This information will be updated as soon as the C2C indicator selection process is finalized which is anticipated by the end of 2014.

Exhibit 2. San Bernardino CountyWide Vision

We envision a complete county that capitalizes on the diversity of its people, its geography, and its economy to create a broad range of choices for its residents in how they live, work, and play.

We envision a vibrant economy with a skilled workforce that attracts employers who seize the opportunities presented by the county's unique advantages and provide the jobs that create countywide prosperity.

We envision a sustainable system of high-quality education, community health, public safety, housing, retail, recreation, arts and culture, and infrastructure, in which development complements our natural resources and environment.

We envision a model community which is governed in an open and ethical manner, where great ideas are replicated and brought to scale, and all sectors work collaboratively to reach shared goals.



From our valleys, across our mountains, and into our deserts, we envision a county that is a destination for visitors and a home for anyone seeking a sense of community and the best life has to offer.

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

Goal 1.1 Child Health: Children prenatal through age 5 and their families can access the full spectrum of health and behavioral health services needed to enhance their well-being.

Objective	Indicators
1.1.a Families have access to resources and environments that support the total wellness of the child	<ul style="list-style-type: none"> • Children who have health insurance • People with a usual source of health care • Asthma hospitalizations by age group • Medical home access • Kindergarteners with all required immunizations
1.1.b Families are knowledgeable of and utilize available resources to manage their health	<ul style="list-style-type: none"> • Children who see a dentist regularly • Asthma hospitalizations by age group • Kindergarteners with all required immunizations • In-hospital and at home breastfeeding • Medical home access
1.1.c Children are born healthy	<ul style="list-style-type: none"> • Babies with very low and low birth weight • Preterm births • Infant mortality • Mothers who received early prenatal care

Goal 1.2 Early Learning: Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life.

Objective	Indicators
1.2.a Families have access to quality early childhood care and education	<ul style="list-style-type: none"> • 3 & 4 year olds who receive a preschool experience • 3rd graders who read at grade level • Annual cost of childcare for infants and preschoolers relative to median income
1.2.b Parents and caregivers are knowledgeable of and utilize quality early childhood care and education resources	<ul style="list-style-type: none"> • Annual cost of childcare for infants and preschoolers relative to median income • Availability of Child Care for potential demand
1.2.c Parents and caregivers are engaged in children's learning	<ul style="list-style-type: none"> • % of young children who are read to every day

Goal 1.3 Family and Community Support and Partnerships: Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.

Objective	Indicators
<p>1.3.a Children are free from abuse and neglect</p>	<ul style="list-style-type: none"> • % of substantiated referrals to foster care • Rate of child abuse and neglect per 1000 • # and rate of children 0-5 in Foster Care • Children, ages 0-3, who do not experience recurring neglect or abuse ↻
<p>1.3.b Parents provide developmentally-appropriate care</p>	<ul style="list-style-type: none"> • % of substantiated referrals to foster care • Rate of child abuse and neglect per 1000 • # and rate of children 0-5 in Foster Care • Children, ages 0-3, who do not experience recurring neglect or abuse
<p>1.3.c Families are resilient</p>	<ul style="list-style-type: none"> • Child food insecurity rate • Food insecurity rate • Children living below the poverty level ↻ • Infants born to mothers with < 12 years of education



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

Goal 2.1 Leadership as a Catalyst, Convener, and Partner: Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

Objective	Indicators
<p>2.1.a Systems and services effectively support and engage children, families and communities</p> <p>2.1.b Families, providers and stakeholders collaborate effectively to improve the well-being of the child</p>	<ul style="list-style-type: none"> • Number and type of new partners/investors contributing to 0-5 population • Number of collaborations and partnerships in which F5SB participates • Strong and positive perception of F5SB as an influential champion for children 0-5 and their families • Number and type of projects/investments in which F5SB plays a lead or catalytic role • Amount of dollars leveraged by funding source • Number, type and amount of investments that contribute to the “cradle to career” continuum

Goal 2.2 Capacity Building: Communities have the capacity to address diverse needs of children

Objective	Indicators
<p>2.2.a Community organizations and groups are equipped to effectively serve children and families</p> <p>2.2.b Workforce is developed to effectively serve children and families</p>	<ul style="list-style-type: none"> • Number, type and amount of organizational capacity building grants and activities • Increase in grantees’ funding from other sources • Number of organizational leaders who demonstrate increased awareness, knowledge and skill • Change in overall management capabilities, governance, financial management, communications strategy, etc. • Improved quality of programs, capacity to meet community needs and/or service delivery • Providers exhibit high standards as defined by best practices in their field

Strategic Plan Workgroup

Thank you to the following Advisory Committee Members who dedicated countless hours, energy, and boundless enthusiasm to the strategic planning process:

Stacy Iverson, Children's Fund
Diana Alexander, San Bernardino County Preschool Services
James Moses, Child Care Resource Center
Ellen Cervantes, Child Care Resource Center
Amy Cousineau, Children's Network
Dr. Dani Hodge, California State University, San Bernardino
Edison Medina, Arrowhead Regional Medical Center
Dr. Pat Krizek, Rialto Unified School District
Ken Johnston, San Bernardino County Department of Public Health
Ron Griffin, Hope Through Housing Foundation

Thank you to the following First 5 Commission Staff for their advice, guidance, support, and participation in the strategic planning process:

Karen Scott
Cindy Faulkner
Scott McGrath
Mary Jaquish
Mary Alvarez
Jeffrey Pontius
Staci Scranton
Ann Calkins
Debora Dickerson-Sims

First 5 San Bernardino Commission

Maxwell Ohikhuare, M.D., Chair
Public Health Officer
Department of Public Health

Elliot Weinstein, M.D., Vice Chair
Pediatrician

Josie Gonzales
San Bernardino County Supervisor, Fifth District

CaSonya Thomas
Assistant Executive Officer-Human Services
County of San Bernardino

Margaret Hill, D.Ed.
School Board President
San Bernardino City Unified School District

Gary C. Ovitt
Chaffey College Governing Board Member
Chaffey College

Vacant



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The Children and Families Commission for San Bernardino County (First 5 San Bernardino) was created in December, 1998 in order to realize the benefits of Proposition 10 (California Children and Families Act) for the County's youngest residents and their families. The act created a program for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age.



AGENDA ITEM 3
June 5, 2019

Subject	Budget for Fiscal Year 2019-2020 and Five Year Financial Plan
Recommendations	Approve Budget for Fiscal Year 2019-2020 and updates to the Five Year Financial Plan. (Presenter: Debora Dickerson-Sims, Deputy Director of Finance, 252-4269)
Financial Impact	Anticipated revenue of \$20,031,267 and allocations of \$24,230,165 for Fiscal Year 2019-2020.
Background Information	<p>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.</p> <p>Under the guidance of the Commission, and in collaboration with the community and agencies that serve children ages 0-5 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.</p> <p>Under the Strategic Plan, investment areas are defined as Strategic Priority Areas (SPAs) and funding goals will be directed to each SPA:</p> <ul style="list-style-type: none">• SPA 1: <u>Children and Families</u> Goals: (1) Child Health, (2) Early Learning and Education (3) Family Support• SPA 2: <u>Systems and Network</u> Goals: (1) Leadership as a Convener and Partner, (2) Capacity Building <p>The budget amount for contracted programs in the program Strategic Priority Areas is \$16,992,456.</p> <p>The budget supporting Program Services in the amount of \$1,126,395 will continue to enhance participant services and reporting. Resources allocated for the integration of the supporting database, as well as technical assistance, evaluation, training and other resources for contracted service providers.</p> <p>Community Engagement Support promotes outreach, community education and media support. Resources allocated for marketing items, educational materials, media campaign, training and other resources for community events. An investment of \$540,994 for Community Engagement Support is included in the budget.</p> <p>Operations under the category administrative support services used to oversee the overall programs and operational expenses. A budget of \$2,408,320 in this category amounts to 10.7% of the total budget.</p> <p>F5SB awarded grants and collaborated with key stakeholders to implement a Quality Rating Improvement System (QRIS) in San Bernardino County. F5SB has been awarded \$1,239,972 from First 5 California for Fiscal Year 2019-2020 to help carry</p>

out this work. The total budget under the QRIS category is \$3,162,000.

In addition, F5SB partnered with First 5 Riverside and submitted a proposal for a Dental Transformation initiative to the California Department of Health Care Services and was granted a five-year award. The amount awarded for Fiscal Year 2019-2020 is \$329,504 which is included in Operations Services to pay for administrative cost for oversight of services in San Bernardino County.

Pending Commission approval, the proposed budget for Fiscal Year 2019–2020 with expenditures in the amount of \$24,230,165 and anticipated revenue in the amount of \$20,031,267 will become effective July 1, 2019.

Lastly, the proposed and legislatively mandated Five Year Financial Plan is updated to reflect revised amounts. This plan is to be adopted and utilized as a 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. A fund balance in the amount of \$22 Million was set aside in Fiscal Year 2016-2017 and remains in place with a policy outlining parameters on use of these funds (policy approved by Commission on November 2, 2016).

Review

Sophie Akins, Commission Counsel

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



**AGENDA ITEM 4
JUNE 5, 2019**

Subject	Contract with Vavrinek, Trine, Day & CO., LLP for Auditing and Accounting Services
Recommendations	Approve Contract IC036 with Vavrinek, Trine, Day & Co., LLP (VTD) for \$64,720 for Fiscal Years 2018-19 and 2019-2020 to conduct annual audits and develop and prepare reports of First 5 San Bernardino's (F5SB) financial statements. (Presenter: Debora Dickerson-Sims, Deputy Director of Finance, 252-4269)
Financial Impact	\$64,720 for Fiscal Years 2018-2019 through 2019-2020.
Background Information	<p>Following a competitive procurement process, on June 1, 2016, the Commission approved a three-year contract IC029 with Vavrinek, Trine, Day & Co., LLP (VTD) to conduct and prepare an annual audit and report and render an opinion of the Commission's financial statements.</p> <p>Contract IC029 ended October 31, 2018, allowed for two one-year extensions for a total of five years, however, the contract was not extended prior to its expiration date. VTD has a contract with the County of San Bernardino for auditing services which makes the flow of information easier to obtain. It is the recommendation of the Commission staff to contract with VTD for an additional two years, for fiscal years 2018-19 and 2019-20, for continuity in services pursuant to Section 8 of the F5SB Procurement Policy No. 04-04 A5, which allows noncompetitive procurements for continuity in services. Commission staff has evaluated the proposed contract amount and determined that it is reasonable.</p> <p>Pending Commission approval, this contract in the amount of \$64,720 is for a period of two (2) years beginning July 1, 2019, ending October 31, 2020 and will cover two (2) annual audits which are completed in October of each fiscal year.</p>
Review	Sophie Akins, Commission Counsel

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10004042	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number IC036
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706
Contractor's License No. California CPA License No. 2376				Total Contract Amount \$64,720
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2019	Contract End Date October 31, 2020	Original Amount	Amendment Amount
Cost Center 9031009900	GL Account 52002405	Internal Order No.	Amount \$21,560	
Cost Center 9031009900	GL Account 52002445	Internal Order No.	Amount \$10,800	
Cost Center	GL Account	Internal Order No.	Amount	
Abbreviated Use Annual Audit & Report Financial Services	FY	Estimated Payment Total by Fiscal Year		
		Amount	I/D	FY Amount I/D
	FY 19-20	32,360	I	
	FY 20-21	32,360	I	

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

Legal Name (hereinafter called the Contractor)
 Vavrinek, Trine, Day & Company, LLP
 Department/Division
 Address
 10681 E. Foothill Blvd # 300
 Rancho Cucamonga, CA 91730
 Phone
 (909) 466-4410
 Federal ID No.
 95-264-8289

Program Address (if different from legal address):

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

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

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

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

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

COMMISSION hereby retains **CONTRACTOR**, and **CONTRACTOR** hereby accepts such assignment to perform those services subject to those terms and conditions hereinafter set forth.

I. TERM OF CONTRACT

The term of this Contract award shall be from July 1, 2019, through either October 31, 2020, or the completion of audit services covering Fiscal Year 2019-20, whichever comes later.

II. SCOPE OF WORK AND DUE DATES

1. The services to be provided and the results for which the Contractor is responsible pursuant to this Contract are identified in Attachments A-B.

2. The Contractor will prepare and submit and the following:

a. Annual Audit and Report (*Attachments A, B-1*)

- An opinion on the Commission's financial statements;
- A report of the Commission's compliance with applicable laws, regulations and requirements contained within the applicable portions of the California Health and Safety Code Sections 130100 through 130155;
- A report of the Commission's compliance with internal control procedures, based on minimal testing performed by the auditors disclosing any material weakness identified during the scope of audit work;
- A meeting with Commission management staff, at a time to be determined prior to public hearing, to review findings;
- Presence at a public hearing each year in October (dates to be determined), to provide an overview of the findings and to answer questions from the Commission and general public relating to the report and any findings expressed in the audit prepared;
- Issue a pre-audit letter (Letter of Intent);
- Issue a Management Review Letter;
- A report on the status of prior year findings;
- The audit will be conducted in accordance with the auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the comptroller of the United States for the purpose of determining whether or not such financial statements fairly present the financial position and results of operations of the Commission in accordance with generally accepted accounting principles (GAAP);
- The Contractor will provide technical assistance and attend Commission meetings, as necessary, related to the scope of services rendered;
- As the Contractor schedules staff to perform annual services, Contractor is to give the Commission consideration to assign the same on-site supervisor(s) for audit engagements to provide continuity for service performance.

b. Reports

The Annual Audit and Report shall consist of the following components:

- The independent auditor's report on the financial statements and the related notes to the financial statements;
- The independent auditor's report on the internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*;

- The independent auditor's report on state compliance;
- Status of Prior Audit Findings.

The Commission requires five (5) copies of the draft audit report to be submitted to the Commission Office no later than October 1 and twenty-five (25) bound copies of the final audit report to be submitted to the Commission Office no later than October 7.

Management Letter – A draft management letter communicates matters involving weaknesses or deficiencies in internal controls or operational inefficiencies, identified during the audit, and contains recommendations for management considerations. A draft management letter advising the Commission of opportunities observed for economy of operations and improvement in internal controls, if such matters were identified, shall be submitted to the Commission's Office within fifteen (15) days from the audit opinion date. The Contractor shall be available for any scheduled meetings that may be necessary to discuss the draft Management Letter. The Final Management Letter is to be submitted to the Commission within 60 days from the audit opinion date.

c. Consent

The Contractor grants the Commission permission to include, at no charge, the final audit opinion with officially published financial statements of the Commission.

d. Training

The Contractor agrees to provide, at no charge, to the Commission's internal audit (contracts) and accounting staff, up to eight hours annually of training specifically related to government accounting/auditing.

e. Accounting Services – Prepare Financial Statements *(Attachment B-2)*

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

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

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

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

Contractor will prepare the draft of the Commission's financial statements, and will subject the review of the financial statements to several internal quality control

reviews, including an engagement manager review, an engagement partner review, and a quality control partner review. These additional reviews are in place to ensure the financial statements are prepared and presented in accordance with generally accepted accounting principles, and to meet the safeguard requirements of Government Auditing Standards.

3. Audit Schedule

Audit planning, documentation of systems of internal control, and compliance and transaction testing should be completed during the interim stage. Interim stage is to be performed in May and June prior to the close of the fiscal year. It is expected the Commission will close its books and prepare financial statements to be ready for the final audit by August 31. The Contractor is to start the final fieldwork on September 1.

4. Work Product

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

5. Project Considerations

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

III. COMMISSION ASSISTANCE AND COOPERATION

1. Commission will provide Contractor with the trial balances, compensated absences, construction in progress, fixed assets addition/deletions and new debt prior to the start of the financial audits.
2. Commission will provide a work area for the Contractor.

IV. COMPENSATION

1. As total compensation for all services to be performed by Contractor under this contract, Commission shall pay Contractor an amount not to exceed \$32,360 for the audits and reviews for fiscal year ending June 30, 2019; \$32,360 for the audits and reviews for fiscal year ending June 30, 2020. Partial payment is authorized on the basis of monthly progress billing. However, no more than 90% of each fiscal year's fee shall be paid before receipt of the final audit reports for such fiscal year.

Summary of Fees

Summary of Fees is outlined in the budget, Attachment B.

2. Should the Contractor encounter issues, which may alter the scope of work, Contractor shall immediately advise and seek written approval from the Commission to reevaluate the tasks to be performed in each phase.

V. GENERAL AGREEMENT TERMS

A. GENERAL

1. Representation of the Commission

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

2. Contractor's Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to Commission inquiries within two (2) business days. Contractor shall not change the primary point of contact without written notification and acceptance of the Commission. Contractor will also designate a back-up point of contact in the event the Primary contact is not available.

3. Change of Address

Contractor shall notify the Commission in writing, of any change in mailing address within ten (10) business days of the change.

4. 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.

5. Contract Assignability

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

6. Contract Amendments

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.

7. Attorney Fees and Costs

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.

8. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

9. 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 shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration 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.

10. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify the Commission within one (1) business day, in writing and by telephone.

11. 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.

12. 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 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 Executive Director of the Commission. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

13. Employment of Former Commission 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 County employment within the last five years and who are now officers, principals, partners, associates or members of the Contractor's business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, any employee in the Exempt Group, Management Unit or Safety Management Unit, or a member of the Board of Supervisors.

14. Inaccuracies or Misrepresentations

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.

15. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy (San Bernardino County 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.

16. Invoices

Contractor shall submit detailed and correct invoices to the Commission. Contractor shall not submit an invoice for Payment Events until after their occurrence. All invoices submitted must meet with the approval of the Commission or designee prior to payment. Invoices shall include name of project, names of staff involved and total amount. The Commission shall use reasonable efforts to provide a Notice to Contractor within ten business days after receipt of an invoice, specifying the reasons why Commission believes the Charges are inaccurate or incorrect, but Commission shall not be in breach of the Contract if it fails to provide Contractor with such Notice. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Commission shall pay Contractor undisputed amounts within the normal processing time.

17. Ownership of Documents

Audit documentation is the property of the auditor. The auditor may make available to Commission at the auditor's discretion copies of the audit documentation, provided such disclosure does not undermine the independence or the validity of the audit process.

18. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with Commission may be made or used without prior written approval of the respective party.

19. Disclosure of Criminal and Civil Proceedings

The Commission reserves the right to request the information described in this Section from the Contractor selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

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

In addition, the selected Contractor may also 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 purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

20. Legality and Severability

The parties’ actions under this Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of this Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

21. 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.

22. Nondiscrimination

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

23. Electronic Funds Transfer

Contractor shall accept all payments from the County of San Bernardino Auditor/Controller Recorder office, on behalf of 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.

23. Termination of Convenience

The County for its convenience may terminate this agreement in whole or in part upon thirty (30) calendar day’s written notice this Contract. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

B. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active”

as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

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

requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Right to Monitor and Audit

1. Right to Monitor

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 monitor 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.

2. 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. 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.

VI. ENTIRE AGREEMENT

This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior contemporaneous agreements and understandings. This agreement may be changed or modified only upon the written consent of the parties hereto.

VII. CONCLUSION

- A. This Contract, consisting of 12 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

Vavrinek, Trine, Day & Company, LLP
Legal Entity

▶ _____
Authorized Signature

Maxwell Ohikhuare, M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

David Showalter
Printed Name

Partner
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Sophie Akins Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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Description of Services

Scope of Work (SOW) FY19-20 Contract #IC036

A. Complete Work Plan/Project Description

Overview of the Audits

As required by the Request for Qualifications our audit plan covers the engagements for:

- Audit of the Commission's Financial Statements
- A report on compliance with applicable laws, regulations and requirements contained with the applicable provisions of the California Health and Safety Code (Report on State Compliance)
- A report on the Commission's compliance and internal control as required by *Government Auditing Standards*
- Meeting with Commission staff prior to public hearing
- Presence at the public meeting
- Issue a management letter, as applicable
- Technical assistance with the implementation of accounting and compliance matters

The audits will be conducted in accordance with generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA), *Governmental Auditing Standards* published by the Comptroller General of the United States.

B. Our Proposed Audit Approach/Plan

Our engagement approach for the Commission audit has well-detailed goals by which the engagement partner can measure progress. Our audit plan includes frequent contact between the partner and the engagement team to assure that objectives are attained according to the audit schedules and problems are communicated and dealt with on a timely basis. Our engagement approach benefits from our long accumulated experience during which our firm has identified key areas of financial and accounting concern in the audit process. More importantly, the approach provides for a complete reassessment of the management and control environment in each year's audit and thus is capable of responding to changes and will ensure that deadlines are met in issuing the annual financial statements.

The key characteristics of our engagement approach are:

- ***Knowledge of the Commission and similar entities.*** We have extensive experience auditing governmental entities, including First 5 Commissions. This experience enables us to perform a more efficient audit and identify key audit risks.
- ***Cost-effectiveness.*** Our experienced auditor's low percentage of turnover reduce your cost.
- ***Timeliness.*** We take deadlines, both yours and ours, seriously.
- ***Partner-manager involvement.*** Deciding on audit strategies requires seasoned judgment. Our partners and managers have been heavily and continuously involved in governmental audits. Furthermore, you will be able to consult with senior team members whenever needed throughout the year. We are available during the year for any additional consultation that may arise.

Description of Services

Scope of Work (SOW) FY19-20 Contract #IC036

Project Management – Overall Audit

Our audit plan involves six (6) stages for each audit. These stages are:

- Stage 1, Planning
- Stage 2, Risk Assessment
- Stage 3, Preparation of the Overall Audit Plan
- Stage 4, Conducting the Interim Audit
- Stage 5, Conducting the Final Audit
- Stage 6, Reporting

Stage 1, Planning

VTD will meet with key staff of the Commission to plan the audit services for the year. These meetings will discuss all audit issues and the proposed interim work plan. During this phase, we will accomplish:

- Identifying the key personnel and contacts in the Finance Department and other departments.
- Identify the Commission's significant classes of transactions and business processes.
- Obtain an understanding of audit risk areas.
- Developing an understanding of unusual transactions or events that have occurred during the fiscal year.
- Formalizing logistics.
- Finalizing the timeframes for interim fieldwork.

Stage 2. Risk Assessment

Based upon the information obtained in the planning meetings VTD will perform a risk assessment as required by Statements on Auditing Standards (SAS) to be used in the preparation of the overall audit plan.

Stage 3. Preparation of the Overall Audit Plan

Once the planning and risk assessment process are complete an overall audit plan will be prepared. The plan will specify each audit task, staffing assignments, timelines, and due dates. The plan will also break down the work assignments between interim and final audit timelines. The audit plan will include the transaction cycles which have been selected for internal control testing and those for which only the detailed walk through will be performed.

Stage 4. the Interim Audit

The specific dates will be determined during the planning meeting and preparation of the audit plan process. Our interim work will include the following:

1. Defining the Commission's objectives and strategies and related business risks.
2. Obtaining an understanding of the Commission's internal control environment (tone at the top):
 - Communication and enforcement of integrity and ethical values
 - Commitment to competence
 - Participation of those charged with governance
 - Management's philosophy and operation style
 - Organizational structure

Description of Services

Scope of Work (SOW) FY19-20 Contract #IC036

- Assignment of authority and responsibility
- Human resource policies and practices
- 3. Reviewing the Commission's risk assessment process.
- 4. Understanding the internal control communication process.
- 5. Understanding the internal control monitoring process.
- 6. Testing compliance with the *Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act*, issued by the California State Controller's Office.

Stage 5, the Final Audit

We will commence our final fieldwork as soon as the Commission has sufficiently closed their accounting records.

During this phase, we will perform substantive audit procedures on the year-end statement of net position, fund balances, revenue and expenditure/expense accounts. We will use a variety of audit procedures which may include outside confirmations, statistical sampling, detailed testing of schedules, analytical review, inquiry, and observation.

Stage 6, the Reporting Phase

At the end of the audit process we will meet with key staff to cover the following:

- Discuss improvements for subsequent years audit plan,
- Meet with the appropriate level of management to present the results of the audit,
- Communicate with those charged with Governance.

Communication

We do not believe in surprises. Although the reporting phase involves a recap of the process we will be in constant communication regarding each aspect of the audit throughout the entire process. You will not have any surprises at the end of the audit.

Management letters

The results of our understanding of internal control serve as a basis for our recommendations to management. We also consider any weaknesses noted during our substantive testing and other audit procedures. Upon completion of the audit, the findings and recommendations we consider to be of value to you are summarized and presented as management comments.

We will meet with management to discuss these comments prior to finalizing the letter to ensure that our management letter will contain no surprises. The purpose of our management comments is to direct your attention to:

- Significant deficiencies and material weaknesses (if any) identified during the course of the audit. Auditing Standards require written communication to management and those charged with governance, of significant deficiencies or material weaknesses, identified during the audit.
- Other matters that we believe to be of potential benefit to the management of the Commission, such as recommendations for operational or administrative efficiency, or for improving existing internal controls.

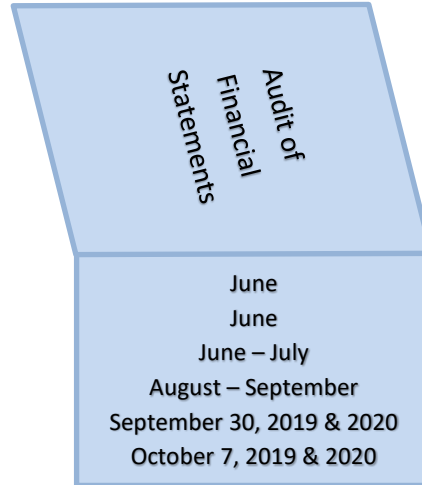
Description of Services

In our view, management letters can serve the Commission on two distinct levels. The first is when we, the auditors, determine that there are material deficiencies in internal controls. These should be communicated at once to the highest level of management so that corrective action can be taken. The other level is the more routine operational improvement and control enhancement comments which are communicated to management on a timely basis such that appropriate action can be taken.

C. Work Timeline

Audit Milestones

- Planning Meeting (Stage 1)
- Audit Planning (Stage 2)
- Interim Fieldwork (Stage 3)
- Fiscal Year-End Work (Stage 4)
- Deliver Draft Auditors' Report (Stage 5)
- Deliver Final Reports (Stage 6)



D. Subcontractors

Based upon the experience of our Team that we have assigned to this engagement VTD will not be using subcontractors to assist with this project.

E. Sample Invoice

VTD prepares invoices on a monthly basis based on the time incurred in a format that is customary. VTD maintains the ability to prepare invoices in the format necessary for the Commission.

F. License to Practice in California

VTD is licensed to practice public accounting in the State of California and has complied with all applicable California State Board of Accountancy requirements. In addition, all of the key professional staff that will be assigned to the audit are also licensed to practice in the State of California and have complied with all applicable State Board of Accountancy standards.

G. Independence

VTD is independent of the Commission as defined by auditing standards generally accepted in the United States of America and the U.S. General Accountability Office's Governmental Auditing Standards.

The firm will not enter into any relationships that would impair our independence during the term of the contract if awarded.

Description of Services

H. Descriptions of work performed for other First 5 Commissions

VTD has provided similar audit services for several other jurisdictions similar to that which is requested by the Commission. We have provided a listing of Commissions with the various types of services performed for each. Please refer to "Section 5 – References" starting on page 18 of this proposal.

Cost Proposal

Annual Audit and Report

Summary of Costs

CAFR

	<u>FY 19-20</u>	<u>FY 20-21</u>
	\$ 21,560	\$ 21,560

<u>FY 19-20</u>			
Staff Level (List Staff involved)	Standard Hourly	Estimated Hours	Proposed Fees
Partner	210	12	\$ 2,520.00
Manager	190	16	3,040
Supervisor	170	40	6,800
Senior	140	80	11,200
Staff	90	80	7,200
Paraprofessional	75	4	300
Subtotal		232	\$ 31,060
Less Professional Discount			\$ (9,500)
Total Costs Not to Exceed Maximum Fees			<u>\$ 21,560</u>

<u>FY 20-21</u>			
Staff Level (List Staff involved)	Standard Hourly	Estimated Hours	Proposed Fees
Partner	210	12	\$ 2,520.00
Manager	190	16	3,040
Supervisor	170	40	6,800
Senior	140	80	11,200
Staff	90	80	7,200
Paraprofessional	75	4	300
Subtotal		232	\$ 31,060
Less Professional Discount			\$ (9,500)
Total Costs Not to Exceed Maximum Fees			<u>\$ 21,560</u>

Cost Proposal

Accounting Services

Summary of Costs

FY 19/20
\$10,800

FY 20/21
\$10,800

<u>FY 19/20</u>			
Staff level (List staff involved)			
	Standard Hourly	Estimated Hours	Proposed Fees
Partner	205	10	\$ 2,100
Manager	185	10	1,900
Supervisor	165	40	6,800
Total		60	\$ 10,800
Total cost not to exceed fees			\$ 10,800

<u>FY 20/21</u>			
Staff level (List staff involved)			
	Standard Hourly	Estimated Hours	Proposed Fees
Partner	210	10	\$ 2,100
Manager	190	10	1,900
Supervisor	170	40	6,800
Total		60	\$ 10,800
Total cost not to exceed fees			\$ 10,800



AGENDA ITEM 5
June 5, 2019

Subject	Amend Contract with Children’s Fund for Children’s Assessment Center services
Recommendations	Approve Amendment A2 for Contract SI021 with Children’s Fund for \$263,900 for Fiscal Year 2019-2020 resulting in a cumulative total of \$1,319,500 for Fiscal Years 2015-2020 to provide services to San Bernardino County children through the Children’s Assessment Center. (Presenter: Renee Jones, Staff Analyst II, 252-4273)
Financial Impact	\$263,900 for Fiscal Year 2019-2020
Background Information	<p>Child abuse and neglect have both immediate and long-term health and mental health consequences. Abuse - particularly experienced when children are young - causes stress that can disrupt early brain and physical development, placing mistreated young children at higher risk for health problems as adults.</p> <p>In an effort to minimize these consequences and effectively serve young child abuse victims throughout San Bernardino County, First 5 San Bernardino (F5SB) has contracted with Children’s Fund since 2015 to support the Children’s Assessment Center (CAC), the only center of its kind in the county designed to serve victims of abuse through a multi-disciplinary model. Pending Commission approval, the ongoing investment in this quality center will continue to assist our county’s most vulnerable children.</p> <p>Established in 1994, CAC serves as a comprehensive, one-stop program where children who have experienced sexual/physical abuse or severe neglect are assessed, examined, and interviewed in one location by specially trained forensic pediatricians. Child abuse victims are given the opportunity to disclose their experience one time, simultaneously, to appropriate child services and law enforcement personnel from Children and Family Services, Sheriff’s Department, District Attorney, Behavioral Health, etc., in a child-friendly environment. In addition, CAC promotes abuse prevention strategies in an effort to strengthen families and mitigate reoccurrences of abuse in the future. CAC is a model collaborative and is nationally accredited through the National Children’s Alliance.</p> <p>The Children's Assessment Center treats children from every area of San Bernardino County who are suspected victims of abuse. Approximately 45 – 50% of the children seen at CAC are birth through age five.</p> <p>First 5 San Bernardino’s ongoing support of CAC will contribute to three important areas:</p> <ul style="list-style-type: none">▪ Helping Children – Provide high quality environment for abused and/or neglected children to be screened and interviewed through a multi-disciplinary approach. At least 600 abused children ages 0-5 will be cared for.▪ Training Parents Toward Prevention - 1,200 parents, pregnant teens, and other caregivers will receive tools and information to help them protect their children from abuse and effectively care for them.

-
- **Increasing the Capacity of Professionals** – San Bernardino County professionals will be trained to better understand the specialty of child abuse and be well equipped to identify and respond to incidents of abuse.

Approval of this contract amendment will allow vulnerable children to receive more timely treatment and improved quality of services. Families will receive therapy, support, and referrals they need to begin the healing process and parents will receive the tools and information to help them keep their children safe from abuse.

Approval of this contract supports **Strategic Priority Area 2: Systems and Networks** of First 5 San Bernardino’s Strategic Plan specifically:

Goal 2.1: Leadership as a Catalyst, Convener and Partner

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

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 99000006	SC	Dept. 903	A Contract Number SI021 A2
Organization Children and Families Commission			Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$1,319,500
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2015	Contract End Date June 30, 2020	Original Amount \$791,700	Amendment Amount \$263,900
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000734	Amount \$263,900
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
Children's Assessment Center (CAC)		19-20	\$263,900	I

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

Legal Name (hereinafter called the Contractor)

Children's Fund _____

Department/Division _____

Address _____

348 W. Hospitality Lane, Suite 110

San Bernardino, CA 92408

Phone _____

(909) 379-0000

Federal ID No. _____

33-0193286

Program Address (if different from legal address): _____

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

1. Paragraph A. Contract Amount of Section V, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$1,319,500 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:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2015-16	\$ <u>263,900</u>	July 1, 2015 through June 30, 2016
Fiscal Year 2016-17	\$ <u>263,900</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>263,900</u>	July 1, 2017 through June 30, 2018
Fiscal Year 2018-19	\$ <u>263,900</u>	July 1, 2018 through June 30, 2019
Fiscal Year 2019-20	\$ <u>263,900</u>	July 1, 2019 through June 30, 2020

Initial Here

2. Paragraph N. of Section III, CONTRACTOR'S GENERAL RESPONSIBILITES is amended to read as follows:

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> are hereby incorporated by this reference.
- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

3. Paragraph A. of Section VIII, TERM, is amended to read as follows:

- A. This Contract is effective commencing July 1, 2015 and expires June 30, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

4. Paragraph G. of Section IX GENERAL PROVISIONS is amended to read as follows:

- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 19-20

Attachment B – Amended Program Budget for FY 19-20

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

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

CHILDREN'S FUND

Legal Entity

▶

Authorized Signature

Maxwell Ohikhuare, M.D.

Printed Name

Commission Chair

Title

Dated

▶

Authorized Signature

Ciriaco Pinedo, Ed.D.

Printed Name

President and CEO

Title

Dated

Official Stamp

Reviewed for Processing	Approved as to Legal Form	Presented to Commission for Signature
▶ _____ Cindy Faulkner Assistant Director _____ Date	▶ _____ Sophie Akins Commission Counsel _____ Date	▶ _____ Karen E. Scott Executive Director _____ Date

SPA 2: Systems and Networks
 Goal 2.1: Leadership as a Convener and Partner
 Objective 2.1.b: Families, providers and stakeholders collaborate effectively to improve the well-being of the child



Agency Name: Children’s Fund
 Program Name: San Bernardino County Children’s Assessment Center (CAC)
 Service Area: Countywide

Contract #: SI021 A2
 Period: July 2019 – June 2020

Expectation(s):	Access to systems of care to support the safety and positive development of children age 0-5		
Outcome(s):	Coordinated multi-disciplinary assessment team for children age 0-5; increase parent or caregiver awareness of child abuse prevention training; increase parent and caregiver awareness of safe child rearing practices and effective care.		
Objective	Activity	Dosage	Verification
Provide quality environment for abused and /or neglected children to be screened and interviewed through a multi-disciplinary approach (600 children)	Screening and Interviews	Ongoing	Quarterly Reports
Provide training to new parents, caregivers and pregnant teens about child abuse prevention (1,200)	Training	Ongoing	Quarterly Reports
CAC Nurse Practitioner (NP) services which allow NPs who have significant training, knowledge and experience in performing sexual abuse examinations, to work with Forensic Pediatric Fellows to improve their skills and understanding of sexual abuse examination process.	Professional Development Training & Mentoring	Ongoing	Quarterly Reports

Program Description:

Provide resource and referral through a multi-disciplinary team to children age 0-5 to decrease effects of child abuse, and prevent potential for future child abuse. Additionally, Children’s Fund, in partnership with Loma Linda University, will provide training to parents, caregivers and pregnant teens to help them protect their children from abuse and ensure professionals are trained to better understand the specialty of child abuse and are well equipped to identify and respond to incidents of abuse.

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

Data Type: Aggregate
 Reporting Period: Quarterly Due: 30 days after quarter ends
 Period: July 2019 – June 2020



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2019-2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Cid Pinedo	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Children's Assessment Center	PROGRAM DIRECTOR:	Nancy Wolfe	TOTAL BUDGET:	263,900
INITIATIVE:	Systems Support	FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI021 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
	Position:										
1	Beth Spalding Operations Manager - Children's Fund	0.17	35.02	353	0%	12,362	-	12,362	72,842	17%	Manages the organization's operations, fiscal and contract compliance related functions. Provide direct supervision and resources for fiscal staff.
	Total Salaries & Benefits					\$ 12,362	\$ -	\$ 12,362	\$ 72,842		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2019-2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Cid Pinedo	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Children's Assessment Center	PROGRAM DIRECTOR:	Nancy Wolfe	TOTAL BUDGET:	263,900
INITIATIVE:	Systems Support	FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI021 A2

II. SERVICES & SUPPLIES					
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:		
1 Program Materials and Supplies	2%	5,500.00	Materials for use at the Children's Assessment Center, which may include: Art Supplies; Published Informational Materials/Brochures; Cleaning Supplies; Cooking Supplies; Dishes/Utensils; Toys (including therapy toys such as miniature figures, dolls, and easels); DVD's for prevention; other prevention/education related materials.		
2 Participant Support and Incentives	1%	1,500.00	Incentives for use with parents/caregivers on site as well as at the child abuse prevention conference.		
3 Marketing and promotion	0%	500.00	To promote the CAC overall as well as the child abuse prevention conferences held for at-risk parents.		
4 Printing	0%	500.00	General printing costs and printing related to prevention materials; printing costs for the "Keep Me Safe" Child Abuse Prevention Conference.		
5 Subscriptions	0%	300.00	General printing costs and printing related to prevention materials; printing costs for the "Keep Me Safe" Child Abuse Prevention Conference.		
6 Office Supplies and Equipment	1%	1,500.00	General office supplies such as file folders, paper, pens, printer ink, etc as well as any supportive office equipment necessary to the overall function of service delivery.		
7 IT Support	0%	-	For technical support of relevant staff members.		
8 Accounting Services	1%	2,550.00	For more complex accounting services as well as to strengthen internal controls.		
Total Services & Supplies		\$ 12,350			
III. FOOD					



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2019-2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Cid Pinedo	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Children's Assessment Center	PROGRAM DIRECTOR:	Nancy Wolfe	TOTAL BUDGET:	263,900
INITIATIVE:	Systems Support	FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI021 A2

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 On-site trainings and meetings, child abuse prevention conference.	1,500	Food for on-site training for parents/caregivers, child abuse prevention conference and multi-disciplinary team meetings.
Total Food	\$ 1,500	

IV. TRAVEL			
Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 Countywide	Travel needs related to quality program.	-	Travel to and from training opportunities throughout San Bernardino County as well as relevant meetings related to
Total Travel		-	

V. SUBCONTRACTORS			
Organization Name:	TOTAL F5SB BUDGET	Description/Justification:	
1 Loma Linda University Children's Hospital - Clinic Manager	73,351.00	Responsible for the coordination of all aspects of the Children's Assessment Center. This includes organization of and participation in the Multidisciplinary Team and supervision of other CAC staff members; program development and management; financial management; staff management; and community outreach and education.	
2 Loma Linda University Children's Hospital - Program Specialist	45,894.57	Offers program support for CAC Clinic Manager to assist with program coordination, evaluation, billing and other duties necessary to support an overall quality program.	
3 Loma Linda University Medical Center Physician Services	12,768.52	Decreased due to shift of fund to Children's Fund for services provided in support of fiscal responsibilities.	
4 Loma Linda University Medical Center Physician Services Nurse Practitioner	61,150	The NP practices in collaboration with the supervising physician	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2019-2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Cid Pinedo	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Children's Assessment Center	PROGRAM DIRECTOR:	Nancy Wolfe	TOTAL BUDGET:	263,900
INITIATIVE:	Systems Support	FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI021 A2
5	Loma Linda Universtiy Medical Center Physician Servces Call Service	44,523.81	Provides 24/7 medical coverage for severe child abuse medical services provided at Loma Linda University Children's Health by Children's Assessment Center medical providers.		
	Total Subcontractors	237,688			
VI.	INDIRECT COSTS				
	Percent:				
	Basis:				
	Total Indirect Costs	-			
TOTAL FIRST 5 BUDGET		\$ 263,900			



Program Outline Document 2019-2020

AGENCY INFORMATION

Contract #: SI021 A2

Legal Entity: Children's Fund

Dept./Division: _____

Project Name: Children's Assessment Center

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Phone #: (909) 379-0000

Website: www.childrensfund.org

Fax #: (909) 379-0006

Program Site Address: 700 East Gilbert Street
San Bernardino, CA 92415
No additional sites

Client Referral Phone # (909) 379-0000

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Ciriaco "Cid" Pinedo, Ed.D.

Title: President and CEO

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: (909) 379-6023

Fax #: (909) 379-0006

E-Mail: cid@childrensfund.org

PROGRAM CONTACT

Name: Nancy Wolfe

Title: Program Specialist

Address: 700 East Gilbert Street
San Bernardino, CA 92415

Direct Phone #: (909) 382-3529

Fax #: (909) 383-3830

E-Mail: NAWolfe@llu.edu

FISCAL CONTACT

Name: Linda Franklin

Title: Fiscal Coordinator

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: (909) 379-6024

Fax #: (909) 379-0006

E-Mail: linda@childrensfund.org

ADDITIONAL CONTACT (Describe): Program

Name: Beth Spalding **Title:** Operations Manager

Address: 348 West Hospitality Lane, Suite 110 **Direct Phone #:** (909) 379-6023
San Bernardino, CA 92415

Fax #: (909) 379-0006

E-Mail: beth@childrensfund.org

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|---|---|---|
| <input type="checkbox"/> Health

<input type="checkbox"/> Education

<input type="checkbox"/> Family

<input checked="" type="checkbox"/> Systems | <input type="checkbox"/> Early Screening and Intervention
<input type="checkbox"/> Health Care Access
<input type="checkbox"/> Oral Health

<input type="checkbox"/> Early Education Programs
<input type="checkbox"/> Access to Quality Child Care

<input type="checkbox"/> Parent Education
<input type="checkbox"/> Resource Center & Case Management

<input type="checkbox"/> Integrated Systems Planning & Implementation
<input type="checkbox"/> Countywide Information Referral Systems

<input type="checkbox"/> Organizational Capacity Building | <input type="checkbox"/> Health & Safety Education
<input type="checkbox"/> Other:
<hr/> <input type="checkbox"/> Quality Provider Programs
<input type="checkbox"/> Other:
<hr/> <input type="checkbox"/> Other:
<hr/> <input type="checkbox"/> Community Outreach
<input checked="" type="checkbox"/> Other:
Children's Assessment Center
<hr/> |
|---|---|---|

PROGRAM DESCRIPTION

- 1) Children's Fund through partnership with the Children's Assessment Center will provide resource and referral through a multi-disciplinary team to children age 0-5 in an effort to decrease the effects of child abuse and to prevent potential for future child abuse.
- 2) Children's Fund in partnership with the Children's Assessment Center and Loma Linda University Children's Hospital will provide training to parents, caregivers and pregnant teens to help them protect their children from abuse and effectively care for them.

SERVICE AREA (LOCATIONS)

Countywide

- 3) The Children’s Assessment Center will ensure professionals are trained to better understand the specialty of child abuse and be well-equipped to identify and respond to incidents of abuse.

COMMISSION LEVEL OUTCOMES

SPA 2: Systems and Networks

Goal 2.1: Leadership as a Convener and Partner

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

ASSIGNED ANALYST: Renee Jones

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ 263,900
2016-2017	\$ 263,900
2017-2018	\$ 263,900
2018-2019	\$ 263,900
2019-2020	\$ 263,900
Total	\$ 1,319,500



AGENDA ITEM 6
June 5, 2019

Subject	Amend Contract SI020 with Children’s Fund Emergency Needs Program
Recommendations	Approve Amendment A2 for Contract SI020 with Children’s Fund for \$552,990 for Fiscal Year 2019-2020 resulting in a cumulative total of \$2,764,950 for Fiscal Years 2015-2020 to support the Emergency Needs Program and Celebration of Giving campaign. (Presenter: Renee Jones, Staff Analyst II (252-4273).
Financial Impact	\$552,990 for Fiscal Year 2019-2020.
Background Information	<p>On April 1, 2015, the Commission approved Contract SI020 with Children’s Fund for a three-year period not to exceed \$552,990 per year to provide emergency funds to clients participating in the Family and Community Support and Partnerships initiative (FCSP).</p> <p>On May 9, 2018, the Commission approved a one-year contract amendment for continuation of services for FCSP participants and the expansion of services for the County of San Bernardino Preschool Services Department families. To avoid gaps in services, First 5 San Bernardino (F5SB) staff recommends an additional one-year extension of this contract.</p> <p>Emergency funds are dispersed to Children’s Fund’s authorized agencies via an intensive referral process. The agencies must provide case management services to recipients of the funds. Families served are not provided with the funds directly but instead case managers purchase the items or pays the bills on behalf of the families in need. Case managers develop active service plans for families that supports the need for the items requested. The plan must also demonstrate that it is a one-time expense and that they are working with the family to prevent it from being an on-going need. In addition, an agency must demonstrate that they requested the needed services through three other referral sources and were unsuccessful prior to a referral to Children’s Fund to ensure that F5SB is the “payor of last resort”.</p> <p>In addition to the emergency funds program, an additional 7,500 children will be provided with a developmentally appropriate gift through the annual Celebration of Giving campaign. During the annual campaign, Children’s Fund will disburse \$50,000 worth of developmentally appropriate toys to underserved children ages 0-5.</p> <p>Children’s Fund has been successful in meeting contract obligations and target objectives in improving significant outcomes for children and families over the past four years.</p> <p>Under the Strategic Plan, approval of this contract supports:</p> <ul style="list-style-type: none">• SPA 2: <u>Systems and Networks</u> <p>Goal 2.1: Leadership as a Convener and Partner</p>

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

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

<i>FOR COMMISSION USE ONLY</i>							
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 99000006	SC	Dept. 903	A Contract Number SI020 A2			
Organization Children and Families Commission			Contractor's License No.				
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$2,764,950			
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code 95200	Contract Start Date July 1, 2015	Contract End Date June 30, 2020	Original Amount \$1,658,970	Amendment Amount \$552,990			
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000734	Amount \$552,990			
Cost Center		GL Account	Internal Order No.				
Cost Center		GL Account	Internal Order No.	Amount			
Abbreviated Use		Estimated Payment Total by Fiscal Year					
		FY	Amount	I/D	FY	Amount	I/D
Emergency Needs		19-20	\$552,990	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)

Children's Fund _____

Department/Division _____

Address _____

348 W. Hospitality Lane, Suite 110

San Bernardino, CA 92408

Phone _____

(909) 379-0000

Federal ID No. _____

33-0193286

Program Address (if different from legal address): _____

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

1. Paragraph A. Contract Amount of Section V, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$2,764,950 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:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2015-16	\$ <u>552,900</u>	July 1, 2015 through June 30, 2016
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Fiscal Year 2018-19	\$ <u>552,900</u>	July 1, 2018 through June 30, 2019
Fiscal Year 2019-20	\$ <u>552,900</u>	July 1, 2019 through June 30, 2020

_____ Initial Here

2. Paragraph N. of Section III, CONTRACTOR'S GENERAL RESPONSIBILITES is amended to read as follows:

N. Confidentiality

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- A. This Contract is effective commencing July 1, 2015 and expires June 30, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

_____ Initial Here

4. Paragraph G. of Section IX GENERAL PROVISIONS is amended to read as follows:

- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 19-20

Attachment B – Amended Program Budget for FY 19-20

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

CHILDREN’S FUND

Legal Entity

▶ _____
Authorized Signature

Maxwell Ohikhuare, M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Ciriaco Pinedo, Ed.D.
Printed Name

President and CEO
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

SPA 2: Systems and Networks
 Goal 2.1: Leadership as a Convener and Partner
 Objective 2.1.b: Families, providers and stakeholders collaborate effectively to improve the well-being of the child



Agency Name: Children’s Fund
 Program Name: Emergency Needs
 Service Area: Countywide

Contract #: SI020 A2
 Period: July 2019 – June 2020

Expectation(s):	Leverage resources through partnership alignment among agencies and across systems		
Outcome(s):	Children 0-5 and pregnant women will have access to basic needs		
	Objective	Activity	Dosage
	Partner with approved agencies for provision of basic needs (180 Children) (Recipient will be a Children’s Fund approved agency)	Basic Needs Provision	Ongoing
	Disperse developmentally appropriate toys to needy children through Celebration of Giving Campaign (7,500 Children)	Campaign	Once a year
	Provide basic needs to County Preschool Services Department (PSD) clients (300 Children)	PSD Referrals	Ongoing
			Verification
			Referral form, justification letter & resource distribution cover sheet reported quarterly
			Toy request forms and service log reported end of fiscal year
			HS Admin/PSD Voucher Report reported end of fiscal year

Program Description:

- 1) Children’s Fund will partner with agencies to provide basic needs to clients accessing services from a list of organizations serving children ages 0-5 that have been agreed upon by First 5 San Bernardino and Children’s Fund.
- 2) Children’s Fund will disburse developmentally appropriate toys to needy children age 0-5 during the “Celebration of Giving” campaign once a year.
- 3) Children’s Fund will use First 5 San Bernardino funding to provide basic needs for PSD children through the voucher program.

Agency Rep Name: Dr. Ciriaco “Cid” Pinedo President & CEO

Data Type: Aggregate

Agency Signature: _____

Reporting Period: Quarterly

Due: 30 days after quarter ends

Date Signed: _____

Period: July 2019 – June 2020



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: **July 2019 - June 2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Ciriaco "Cid" Pinedo	PROGRAM YEAR:	July 2019 - June 2020
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	552,990
INITIATIVE:		FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI020 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Betty Chambers	Director of Programs	0.70	37.75	1450	20%	54,738	10,948	65,685	94,224	70%	Provides oversight to the emergency Needs and Voucher Programs including approving referrals, managing the data platform, coordinating with agency partners and service as the point person for program issues.
2	Beth Spalding	Operations Manager	0.10	35.02	210	15%	7,354	1,103	8,457	83,768	10%	Manages the organization's operations, fiscal and contract compliance related functions. Provide direct supervision and resources for fiscal staff.
3	Syrone Harvey	Program Coordinator	0.50	21.25	1050	20%	22,313	4,463	26,775	53,040	50%	Provides support to ensure successful program including researching request, facilitating distribution of goods, identifying and communication additional or alternative resources and other general program support functions. Oversees the coordination of the Celebration of Giving Campaign providing toys, books and clothing to thousands of young children throughout the county during the holiday. (This position has a lower benefit rate due to no health benefits being attached to this position. Syrone waived her health benefits part of negotiating a higher salary.)



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: **July 2019 - June 2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Ciriaco "Cid" Pinedo	PROGRAM YEAR:	July 2019 - June 2020
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	552,990
INITIATIVE:		FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI020 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
4	Kristin Hollenbrook Program Analyst	0.49	17.35	1025	20%	17,784	3,557	21,341	43,306	49%	Provides support to ensure successful program including researching request, facilitating distribution of goods, ensuring necessary documentation is collected, identifying and communication additional or alternative resources and other general program support functions. In addition, the past two years this position has assumed the duties of the program coordinator duties administering the Emergency Needs Program during the Celebration of Giving Program and coordinates the Spark of Love request each season.
5	Linda Franklin Fiscal Coordinator	0.75	22.25	1550	20%	34,488	6,898	41,385	55,536	75%	Provides coordination of in-house fiscal functions including processing requests, cutting checks, reconciling spending, processing invoices and other general fiscal functions. Provides administrative support for reporting requirements pertaining to billing.
Total Salaries & Benefits						\$ 136,675	\$ 26,967	\$ 163,643	\$ 329,873		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: July 2019 - June 2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Ciriaco "Cid" Pinedo	PROGRAM YEAR:	July 2019 - June 2020
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	552,990
INITIATIVE:	0	FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI020 A2

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Emergency Needs	37%	\$ 205,000	To provide Emergency needs hard goods and service to children serving agencies. Support includes but not limited to beds, beddings, food, hygiene, clothing, rental and utility assistance and medical/dental services.	
2 Celebration of Giving	9%	\$ 50,000	Celebration of Giving (COG) campaign providing toys, books, and clothing to young children through San Bernardino County during the holidays (% allocation takes into account in-kind as well as cash received for the overall campaign).	
3 PSD Voucher Services	13%	\$ 70,500	To provide the basic needs of PSD children through the voucher program. Children's Fund will bill First 5 in a lump sum in order to make resources available throughout the year. Support includes but not limited to beds, beddings, food, hygiene, clothing, rental and utility assistance.	
4 Staff Development Training	0%	\$ 1,225	To ensure program staff members are kept informed about relevant program practices as well as leadership methods and technical skills for maximum quality performance.	
5 Marketing & Promotion	0%	\$ 2,000	To enhance branding efforts and raise awareness about the value of children's Fund and our partnership with First 5 to improve the lives of San Bernardino families.	
6 Printing	0%	\$ 1,000	General printing and copying costs, including xerox copy costs as well as any program related print jobs such as Celebration of Giving materials, Emergency Needs Referral documents, etc.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: July 2019 - June 2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Ciriaco "Cid" Pinedo	PROGRAM YEAR:	July 2019 - June 2020
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	552,990
INITIATIVE:	0	FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI020 A2

7	Postage/Mailing	0%	\$ 100	To mail emergency Needs referrals to remote areas as well as for any other Emergency Needs or COG related postage cost.
8	Subscriptions	0%	\$ 300	Subscription to Survey Monkey to better understand the needs of potential areas of improvement through the lens of the service providers.
9	Office Supplies & Materials	0%	\$ 2,000	General office supplies such as file folders, paper, pens, printer ink which is necessary to the overall function of service delivery.
10	Rent/Lease Building	4%	\$ 22,500	Lease cost based on the proportion of staff dedicated to the contract (2.6 FTE)
11	Telephone Communications	1%	\$ 3,000	Phone costs relevant to the program (speaking with case managers to address questions, etc.)
12	Employee Mileage /Travel	0%	\$ 500	Program staff travel mileage/Travel
13	Insurance/Taxes Licenses	1%	\$ 3,800	Includes insurance cost proportionate to relevant staff to cover liability insurance.
14	Professional Services	5%	\$ 26,922	For more complex accounting services as well as to strengthen internal controls. Web-base platform for processing basic needs request including database maintenance, updated software package for data maintenance, required PC's and as well as overall IT support for computer use with program staff. For the processing of payroll (for pertinent staff) every other week. To support the processing of PSD Vouchers. All stated above includes Consultation Bookkeeping, IT Support, Payroll processing, HS Admin Fees
15	Office Equipment	0%	\$ 500	Supportive office equipment necessary to the overall function of service delivery such as laptops, computer accessories, and printers.
	Total Services & Supplies		\$ 389,347	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: July 2019 - June 2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Ciriaco "Cid" Pinedo	PROGRAM YEAR:	July 2019 - June 2020
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	552,990
INITIATIVE:	0	FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI020 A2

III. FOOD					
	Event(s):			TOTAL F5SB BUDGET	Description/Justification:
1					
2					
Total Food				\$ -	
IV. TRAVEL					
	Destination:	Purpose:		TOTAL F5SB BUDGET	Description/Justification:
1					
Total Travel				-	
V. SUBCONTRACTORS					
	Organization Name:			TOTAL F5SB BUDGET	Description/Justification:
1					
2					
Total Subcontractors				-	
VI. INDIRECT COSTS					
	Percent:				
	Basis:				
Total Indirect Costs				-	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: July 2019 - June 2020**

ORGANIZATION:	Children's Fund	DIRECTOR:	Ciriaco "Cid" Pinedo	PROGRAM YEAR:	July 2019 - June 2020
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	552,990
INITIATIVE:	0	FINANCE OFFICER:	Beth Spalding	RFP/CONTRACT #:	SI020 A2
TOTAL FIRST 5 BUDGET			\$	552,990	



Program Outline Document 2019-2020

AGENCY INFORMATION

Contract #: SI020 A2

Legal Entity: Children's Fund

Dept./Division: _____

Project Name: Emergency Needs Program (Daily Referral Program)

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408

Phone #: 909-379-0000

Website: Childrensfund.org

Fax #: 909-379-0006

Program Site Address: Children's Fund Office
348 W. Hospitality Lane, Suite 110
No additional sites

Client Referral Phone # _____

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Ciriaco "Cid" Pinedo, Ed.D.

Title: President and CEO

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino. CA 92408

Direct Phone #: 909-379-6021

Fax #: 909-379-0006

E-Mail: Cid@childrensfund.org

CONTRACT REPRESENTATIVE

Name: Ciriaco "Cid" Pinedo, Ed.D.

Title: President and CEO

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: 909-379-6021

Fax #: 909-379-0006

E-Mail: Cid@childrensfund.org

PROGRAM CONTACT

Name: Betty Chambers

Title: Director of Programs

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: 909-379-6028

Fax #: 909-379-0006

E-Mail: betty@childrensfund.org

FISCAL CONTACT

Name: Beth Spalding **Title:** Operations Manager

Address: 348 W. Hospitality Lane, Suite 110 **Direct Phone #:** 909-379-6023
San Bernardino, CA 92408

Fax #: 909-379-0006

E-Mail: beth@childrensfund.org

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ **Title:** _____

Address: For Staff Analyst use only. No mail will be sent to this contact. **Direct Phone #:** _____

Fax #: _____

E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

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

PROGRAM DESCRIPTION

1. Children’s Fund will partner with agencies to provide basic needs to clients accessing services from a list of organizations serving children ages 0-5 that have been agreed upon by First 5 San Bernardino and Children’s Fund
2. Children’s Fund will disburse developmentally appropriate toys to needy children age 0-5 during the “Celebration of Giving” campaign once a year.
3. Children’s Fund will use First 5 San Bernardino funding to provide basic needs for PSD children through the voucher program.

SERVICE AREA (LOCATIONS)

Countywide

COMMISSION LEVEL OUTCOMES

SPA 2: Systems and Networks

Goal 2.1: Leadership as a Convener and Partner

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

ASSIGNED ANALYST: Renee Jones

CONTRACT AMOUNT

Fiscal Year	Amount
2015-2016	\$ 552,990
2016-2017	\$ 552,990
2017-2018	\$ 552,990
2018-2019	\$ 552,990
2019-2020	\$ 552,990
Total	\$ 2,764,950



AGENDA ITEM 7
June 5, 2019

Subject	Amendment A1 to Contract IC030 with VIVA Strategy + Communications
Recommendations	Approve Amendment A1 to Contract IC030 with VIVA Strategy + Communications for \$300,000 for Fiscal Year 2019-2020 for a cumulative total of \$1,004,660 for Fiscal Years 2016-2020 for strategic consultation services to support implementation of the County's Quality Rating Improvement System. (Presenter: Tania Offerrall, Staff Analyst II, 252-4262)
Financial Impact	\$300,000 for Fiscal Year 2019-2020.
Background Information	<p>The Commission approved Contract IC030 with VIVA Strategy + Communications (VIVA) on April 1, 2015 to help facilitate the creation of a Quality Rating Improvement System (QRIS) strategic plan for San Bernardino County.</p> <p>VIVA specializes in large-scale collective impact projects that improve the lives of children, families, and communities. There is no other firm that has the breadth of work and experience and is engaged to this extent than VIVA in the area of QRIS design and implementation in California.</p> <p>Over the past four years, VIVA has provided strategic consultation and facilitation services for the design and launch of QRIS in the County, now called Quality Start San Bernardino (QSSB). Fiscal Year 2018-2019 was a significant year for the QSSB partners as they continued to create a system of support for early care and education. The following are VIVA's key contributions towards this work:</p> <ul style="list-style-type: none">• Refined and updated the QSSB strategic plan with system leads and partners.• Supported and strengthened the QSSB Steering and Operations Committee.• Developed the first QSSB comprehensive cost model to capture cost of QRIS components and overall system cost.• Advanced the work of the Professional Development Committee to reach consensus on their strategic priorities.• Designed and worked in coordination with partners to hold the first QSSB Early Education Forum which increased awareness of QSSB and created expanded opportunities for partnering with other agencies and systems.• Led an advocacy sub-committee to develop a plan to support the sustainability of QSSB and the quality improvement supports for educators in San Bernardino County. <p>VIVA has successfully provided the deliverables and met the objectives within their contract work plan for Fiscal Years 2015-2019 including development and guidance of an operational model for an effective QRIS that aligns with California's QRIS Matrix and implementation guideline. VIVA led QSSB partners through the formulation of a strategic plan and ensured that the San Bernardino County QRIS Consortium is well prepared and positioned to apply for immediate future funding opportunities such as the CA Infant Toddler Grant and QRIS Block Grant.</p> <p>VIVA's consultant hours have been monitored and verified as expended for strategic planning sessions, travel and "in-person" meetings, telephone consultation,</p>

document development, etc.

QSSB partners are continuing to work towards achieving strategic goals and strengthening partnerships within an evolving state and local early childhood systems and policy landscape. To support QSSB operational partners with continued implementation, First 5 San Bernardino requests approval to continue to implement the QRIS Strategic Plan and contract with VIVA Strategy + Communications for Fiscal Year 2019-2020.

The proposed contract provides support to the implementation of the San Bernardino County's QRIS. In addition, in accordance with the QRIS Strategic Plan VIVA will provide continued strategic consultation to F5SB and its partners to achieve the objectives outlined below:

Goal 1: Infrastructure Development: *Review and refine the infrastructure for sustainable, long-term, and effective operation of the quality rating and improvement system.*

Goal 2: Qualified Workforce: *Increase the number of early childhood educators who have the education and skills to provide high quality early education and care for children.*

Goal 3: Systems Alignment: *Integrate and collaborate with systems that impact the education, health and well-being of young children.*

Goal 4: Policy, Advocacy & Sustainability: *Quality Start has the necessary levels of support for its continued success and expansion in San Bernardino County.*

Goal 5: Results-focused: *Establish and track clear measures of impact and progress of the QRIS.*

The Commission's investment aligns with **Strategic Priority Area 2 - Systems and Networks:**

Goal 2.1: Leadership as a Convener and Partner

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

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

Review

Sophie Akins, Commission Counsel

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

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

FOR COMMISSION USE ONLY				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10007583	SC	Dept. 903	A Contract Number IC030 A1
Organization Children and Families Commission			Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$1,044,660
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2016	Contract End Date June 30, 2020	Original Amount \$744,660	Amendment Amount \$300,000
Cost Center 9034009900		GL Account 53003357	Internal Order No. 3000115	Amount \$300,000
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use San Bernardino County QRIS Strategic & Communications Consultation		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
		19-20	\$300,000	I

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

Legal Name (hereinafter called the Contractor)

VIVA Strategy and Communications, LLC

Department/Division

Address

1580 Laurel Street, Suite A

San Carlos, CA 94070

Phone

(640) 832-1205

Federal ID No.

45-2617456

Program Address (if different from legal address):

**IT IS HEREBY AGREED AS FOLLOWS:
AMENDMENT NO. 1**

1. Paragraph N. Confidentiality of Section II, CONTRACTOR'S GENERAL RESPONSIBILITES is amended to read as follows:

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential

Auditor-Controller/Treasurer Tax Collector Use Only

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

information as further detailed in the requirements. These requirements specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> are hereby incorporated by this reference.

- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

2. Paragraph A. Contract Amount of Section IV, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$1,044,660 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 2016-17	\$ <u>257,705</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	\$ <u>244,665</u>	July 1, 2017 through June 30, 2018
Fiscal Year 2018-19	\$ <u>242,290</u>	July 1, 2018 through June 30, 2019
Fiscal Year 2019-20	\$ <u>300,000</u>	July 1, 2019 through June 30, 2020

Initial Here

3. Paragraph D. Allowable Costs of Section IV, FISCAL PROVISIONS, is amended to read as follows:

D. Allowable Costs

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

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

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

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

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

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

4. Paragraph A. of Section VII, TERM, is amended to read as follows:

- A. This Contract is effective commencing July 1, 2016 and expires June 30, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

5. Paragraph G of Section VIII, General Provisions is amended to read as follows:

- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

6. Section IX, EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS is amended to read as follows:

IX. NONDISCRIMINATION

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission representative if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

continued on next page

ATTACHMENTS

Attachment A – Amended Scope of Work for FY 19-20

Attachment B – Amended Project Budget for FY 19-20

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

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

VIVA Strategies and Communications, LLC

Legal Entity

▶ _____
Authorized Signature

Maxwell Ohikhuare, M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Nicole O. Tanner
Printed Name

Managing Partner
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

Background

VIVA Strategy + Communications has provided strategic consultation since FY 14-15, for the design and launch of San Bernardino County's Quality Rating Improvement System (QRIS), now called Quality Start San Bernardino (QSSB). Fiscal year 2018-2019, was a significant year for the Quality Start partners as they continue to create a system of support for early care and education and education providers and the children and families they serve. VIVA Key contributions towards this work included:

Goal 1: Sustainable System

- Refined and updated the QSSB strategic plan with system leads and partners to set the future direction of QSSB for the coming years
- Supported the continued work of the QSSB Steering Committee to advance their strategic priorities
- Strengthened effectiveness of partners working together through facilitated planning sessions with the Operations Committee
- Supported San Bernardino County Superintendent of School's QRIS team as systems stewards through individual and group planning sessions
- Documented the local QRIS model to support cross-agency coordination and the refinement and continuous improvement of the model
- Developed the first comprehensive cost model for QSSB to capture the cost of QRIS components and the overall system cost, as a first step to sustainability planning

Goal 2: Qualified Workforce

- Advanced the work of the Professional Development Committee to reach consensus on their strategic priorities and to develop specific action steps
- Began to look at opportunities for increased coordination of higher education work with Quality Start Riverside partners

Goal 3: System Alignment

- Designed and worked in coordination with partners to hold the first QSSB Early Education Forum that increased awareness of QSSB and created expanded opportunities for partnering with other agencies and systems

Goal 4: Collective Advocacy

- Led a new advocacy sub-committee of the Steering Committee to develop an advocacy plan to support the sustainability of QSSB and the quality improvement supports for educators in San Bernardino county

Priority Focus for FY 19-20

The Quality Start partners are continuing to work towards achieving their strategic goals and strengthening their partnership within an evolving state and local early childhood systems and policy landscape. The changing landscape includes:

- Increased focus on supporting the health, education and well-being of our youngest children at the state level at the highest levels of leadership
- Changes in funding for First 5 CA and the Department of Education’s state QRIS investments and roles for key components of the QRIS; and
- Increased opportunities for cross-systems connections and collaboration between agencies and initiatives to support children and families and the training and education of early childhood education workforce.

This context aligns well with the strategic priorities captured in the Quality Start Strategic Plan goals described below, with a continued focus on raising awareness of the importance of high quality early learning; continuing to build and strengthen the partnership-based quality improvement system in the county; building stronger alignment with other systems, and prioritizing the sustainability of the system.

Quality Start Strategic Goals

Goal 1: Infrastructure Development: Review and refine the infrastructure for a sustainable, long-term, and effective operation of the quality rating and improvement system.

Goal 2: Qualified Workforce: Increase the number of early childhood educators who have the education and skills to provide high quality early education and care for children.

Goal 3: Systems Alignment: Integrate and collaborate with systems that impact the education, health and well-being of young children.

Goal 4: Policy, Advocacy & Sustainability: Quality Start has the necessary levels of support for its continued success and expansion in San Bernardino County.

Goal 5: Results-focused: Establish and track clear measures of impact and progress of the QRIS.

Project Description

VIVA proposes to provide strategic consultation and facilitation services to First 5 San Bernardino County, with an emphasis on *building the foundation for system sustainability* with the following desired outcomes:

1. A well-functioning Quality Start partnership with a focus on continuous improvement of the partnership
2. The expansion of cross-sector partnerships with an emphasis on alignment with the K-12 system
3. A long-term sustainability plan, with an emphasis on implementing an advocacy agenda and to create support for quality early learning and QSSB

Scope of Work FY 2019-2020

Well Functioning Partnership

Goal 1: Infrastructure Development: Review and refine the infrastructure for the sustainable, long-term, and effective operation of the quality rating and improvement system

Goal 4: Policy, Advocacy & Sustainability: Quality Start has the necessary levels of support for its continued success and expansion in San Bernardino County.

Steering Committee: Provide strategic consultation and facilitation to support the successful leadership of the Quality Start San Bernardino partnership and their implementation of the QSSB Strategic Plan.

1. Design and facilitate 3 QSSB Steering Committee meetings to support the successful advancement of their strategic priorities, and growth and refinement of the governance structure.
2. Design and facilitate 2 Steering Committee strategic planning meetings focused on sustainability and preparing for transitions and opportunities in the coming years.

Deliverables:

- Meeting agendas and minutes
- Updated cost model, based on changes and refinements to the model
- Sustainability plan
- Updated governance structure

Operations Committee: Support the continuous improvement of the system with key implementation partners to support the effectiveness of the partnership and modifications to the service delivery model.

1. Design and facilitate 2 Operations Committee planning meetings, focused on implementation planning, model refinement and transition planning.

Deliverables:

- Meeting agendas and minutes
- Implementation Plan for the updated QSSB Strategic Plan

Joint Steering & Operations Committee: Support improved coordination across the Quality Start governance structure.

1. Design and facilitate 1 joint session of the Steering & Operations Committee in the first quarter of the fiscal year to kick-off the new fiscal year and implementation of the updated QSSB Strategic Plan.

Deliverables:

- Meeting agenda and minutes
- Inputs incorporated into an implementation/action plan for the year

First 5 Leadership Team: Provide executive consultation to support the success of the partnership.

1. Plan & facilitate 1 in-person planning session aimed at establishing priorities for the year
2. Plan and facilitate 4-6 planning calls to address emerging issues and to support successful convening and coordination of the initiative.

Deliverables:

- Meeting agendas and follow up notes
- Recommendations summaries as appropriate

Expansion of Cross Sector Partnerships

Goal 3: Systems Alignment: Integrate and collaborate with systems that impact the education, health and well-being of young children.

Early Education Forums: convene cross-sector leaders to increase awareness of the importance of high quality early learning and to look at opportunities to coordinate across agencies to better serve young children and families.

1. Plan and co-facilitate 2 Education Forums with key community partners to advance priority areas identified by the Steering and Operations committees. Topics could include, but are not limited to educational alignment with K-12, kindergarten readiness, family strengthening and engagement, higher education.

ECE K-12 Alignment Consultation: convene educational leaders to identify opportunities and strategies to increase the educational alignment between the Pre-K and K-12 systems.

1. Plan and facilitate 3 in-person planning sessions with key county education leaders and QSSB leaders to advance the strategic priorities identified in the QSSB Strategic Plan.
2. Provide executive consultation on best practices and models of preschool through third grade work, based on VIVA's experience and understanding of the landscape and resources.
3. Work with the team to develop an action plan to be advanced over the year.

Deliverables:

- Agendas and meetings notes

- An ECE K-12 Recommendations Report, written and/or possibly a white board video (TBD)

Building Awareness & Support

Goal 4: Policy, Advocacy & Sustainability: Quality Start has the necessary levels of support for its continued success and expansion in San Bernardino County.

Advocacy: support the implementation of the QSSB Advocacy Plan to increase awareness and support among local parents, providers, funders and state and local key decision-makers and policy makers.

1. Plan and facilitate QSSB Advocacy Committee meetings.
2. Support the implementation of the QSSB Advocacy Plan in alignment with regional and state efforts.
3. Work in coordination with the committee to develop tools to support advocacy efforts

Deliverables:

- Meeting agendas and minutes
- Advocacy tools including white papers, presentations and briefs.

Budget FY 2019-2020

Position	Hourly Rate	Hours	Cost
Nicole Tanner, Ph.D., Managing Partner: Will serve as the project lead and provide in-person consultation and facilitation of the Steering Committee, Operations, Advocacy, Education Forums and ECE K-12 alignment work	200	448	\$89,600
Brittany Hall, Associate Director of Communications: will provide support on the advocacy work and coordinate with possible cross-county opportunities with Riverside County	175	35	\$6,125
Iris Elent, MSW, Consultant: Will provide consultation on the cost modeling process, sustainability planning and facilitate the operations committee planning meetings	165	232	\$38,280
Katy Nagy, MDP, Senior Associate Consultant: Will serve as the project manager, support the cost modeling and sustainability planning, the operations committee planning meetings and education forums and support the coordination across the project	160	690	\$110,400
Amber Atkinson, Communications Specialist: Will provide graphic design support for materials that support the meetings and activities of the groups.	160	70	\$11,200
Total Consultation			\$255,605
Indirect (10% of consultation costs)			\$25,560
Travel: Flight, hotel, rental car, parking, mileage .58 per mile, meals (Meals to be reimbursed at actual expenses, as restricted by terms under the body of the contract)			\$18,835
TOTAL Budget			\$300,000



Program Outline Document 2019-2020

AGENCY INFORMATION

Contract #: IC030 A1

Legal Entity: VIVA Strategy and Communications, LLC

Dept./Division: _____

Project Name: QRIS Consultation

Address: 155 Bovet Rd., Suite 750
San Mateo, CA 94402

Phone #: (650) 517-6235

Website: www.viva-strategy.com

Fax #: _____

Program Site Address: NA

Client Referral Phone # _____

Choose an item.

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Nicole O. Tanner

Title: Managing Partner

Address: 155 Bovet Road, Suite 750
San Mateo, CA 94402

Direct Phone #: (650) 517-6235

Fax #: NA

E-Mail: Nicole@viva-strategy.com

PROGRAM CONTACT

Name: Nicole O. Tanner

Title: Managing Partner

Address: 155 Bovet Road, Suite 750
San Mateo, CA 94402

Direct Phone #: (650) 517-6235

Fax #: NA

E-Mail: Nicole@viva-strategy.com

FISCAL CONTACT

Name: Nicole O. Tanner

Title: Managing Partner

Address: 155 Bovet Road, Suite 750
San Mateo, CA 94402

Direct Phone #: (650) 517-6235

Fax #: _____

E-Mail: Nicole@viva-strategy.com

ADDITIONAL CONTACT (Describe): Choose an item.

Name: Katy Nagy

Title: Senior Associate Consultant

Address: For Staff Analyst use only. No mail will be sent to this contact. _____

Direct Phone #: 650-517-6114 _____
Fax #: _____
E-Mail: katy@viva-strategy.com

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

<input type="checkbox"/> Health	<input type="checkbox"/> Early Screening and Intervention	<input type="checkbox"/> Health & Safety Education
	<input type="checkbox"/> Health Care Access	<input type="checkbox"/> Other:
	<input type="checkbox"/> Oral Health	_____
<input type="checkbox"/> Education	<input type="checkbox"/> Early Education Programs	<input type="checkbox"/> Quality Provider Programs
	<input type="checkbox"/> Access to Quality Child Care	<input type="checkbox"/> Other:

<input type="checkbox"/> Family	<input type="checkbox"/> Parent Education	<input type="checkbox"/> Other:
	<input type="checkbox"/> Resource Center & Case Management	_____
<input checked="" type="checkbox"/> Systems	<input checked="" type="checkbox"/> Integrated Systems Planning & Implementation	<input type="checkbox"/> Community Outreach
	<input type="checkbox"/> Countywide Information Referral Systems	<input type="checkbox"/> Other:
	<input type="checkbox"/> Organizational Capacity Building	_____

PROGRAM DESCRIPTION

VIVA proposes to provide strategic consultation and facilitation services to First 5 San Bernardino County, with an emphasis on building the foundation for system sustainability with the following desired outcomes:

1. A well-functioning Quality Start partnership with a focus on continuous improvement of the partnership
2. The expansion of cross-sector partnerships with an emphasis on alignment with the K-12 system
3. A long-term sustainability plan, with an emphasis on implementing an advocacy agenda and to create support for quality early learning and QSSB

SERVICE AREA (LOCATIONS)

Countywide

COMMISSION LEVEL OUTCOMES

Strategic Priority Area 1: Children and Families

Goal 1.2 Early Learnings

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

ASSIGNED ANALYST: Tania Offerrall

CONTRACT AMOUNT

Fiscal Year	Amount
2016-2017	\$ 257,705
2017-2018	\$ 244,665
2018-2019	\$ 242,290
2019-2020	\$ 300,000
Choose an item.	\$
Total	\$ 1,044,660



AGENDA ITEM 8
June 5, 2019

Subject	Contract EC036 with County of San Bernardino Preschool Services Department
Recommendations	Approve Contract EC036 with the County of San Bernardino Preschool Services Department (PSD) for \$176,000 per year for a cumulative total amount of \$528,000 for Fiscal Years 2019 through 2022 in support of the Early Head Start – Child Care Partnership (EHS-CCP). (Presenter Tania Offerrall, Staff Analyst II, 252-4262)
Financial Impact	\$528,000 for Fiscal Years 2019 through 2022.

Background Information The Commission approved First 5 San Bernardino’s commitment to support Contract EC028 on April 1, 2015, to provide funding as a non-federal matching contribution for targeted coaching provided to early childhood educators implementing the Early Head Start - Child Care Partnership (EHS-CCP) program. The EHS-CCP federal award secured by the County of San Bernardino and Child Care Resource Center for the EHS-CCP program covers a grant period of June 2019 - July 2022.

The EHS-CCP program ensures that PSD Early Head Start providers have the support and technical assistance to be compliant with required Early Head Start standards. Standards include obtaining child development units to obtain an Associate Teacher Permit or a Child Development Associate Credential and implementation of early care and education tools such as the Desired Results Developmental Profile (DRDP), Ages and Stages Questionnaire (ASQ), Classroom Assessment Scoring System (CLASS) and Environmental Rating Scales (ERS). In addition, providers are required to conduct site conferences and home visits with parents based on DRDP child assessment outcomes.

This funding opportunity not only provides resources to Head Start providers, but also increases the availability of access to quality preschool for children 0-3 and improves the quality of early learning services for the County of San Bernardino. PSD and the Child Care Resource Center work in partnership in order to implement the EHS-CCP program.

Approval of this contract will provide continued coaching support for providers to meet Early Head Start standards, including, meeting educational requirements, coaching in preparation for two annual Head Start monitoring site visits, reviewing performance reports, and making corrections when necessary. First 5 San Bernardino’s funding in the amount of \$176,000 per year for the contract term, July 2019 – June 2022, is contingent upon annual review and evaluation of program performance and deliverables.

Approval of this item supports both SPA 1 and 2 of First 5’s Strategic Plan.

SPA 1:	Children and Families
Goal: 1.2:	Early Learning
Objective: 1.2a	Families have access to quality early childhood care and education

SPA 2:	Systems and Network
Goal 2.1:	Leadership as a Convener and Partner
Objective 2.1b:	Families, providers and stakeholders collaborate effectively to improve the well-being of the child
Objective 2.2.b:	Workforce is developed to effectively serve children and families
Review	Sophie Akins, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 50000734	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number EC036
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Contractor's License No. Total Contract Amount \$528,000
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2019	Contract End Date June 30, 2022	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006511	Amount \$176,000
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use Early Head Start - Child Care Partnership (EHS-CCP)	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY Amount I/D
	19-20	\$176,000		
	20-21	\$176,000		
	21-22	\$176,000		

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

Legal Name (hereinafter called the Contractor)

County of San Bernardino

Department/Division

Preschool Services Department

Address

662 South Tippecanoe Avenue

San Bernardino, CA92415

Phone

(909) 383-2005

Federal ID No.

95-6002748

Program Address (if different from legal address):

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Classroom Assessment Scoring System (CLASS): a tool for analyzing the quality of teacher-student interactions in the classroom. It produces qualitative ratings of teacher performance on a scale from 1-7 across three broad domains: emotional support, classroom organization, and instructional support.

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

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

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

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

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

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

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

Environmental Ratings Scales (ERS): are a series of research scales used to assess process quality in early childhood group care. There are four environmental rating scales, each designed for a different segment of the early childhood field. Early Childhood Environment Rating Scale Revised Edition (ECERS-R): This scale is designed to assess the quality of preschool environments located in center child care settings. Infant and Toddler Environment Rating Scale Revised Edition (ITERS-R): This scale is designed to assess the quality of care environments serving children birth to 30 months of age and is used in infant and toddler center classrooms. Family Child Care Environment Rating Scale Revised Edition (FCCERS-R): This scale is designed to assess the quality of the environment in family child care settings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Strengthening Families™: A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors

affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development.

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

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

Uninsured: Individuals not covered by health insurance.

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor, County of San Bernardino Preschool Services Department, hereafter referred to as the "County or Contractor," shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget. Pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

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

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

D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.

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

F. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

Initial Here

Initial Here

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. 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.

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.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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 when contractor is notified.

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

The "Governing Board" of the Contractor is understood to be the County of San Bernardino Board of Supervisors (Board). The Commission has access to all public records of the Board meetings and these shall serve to provide any and all required information.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential

information as further detailed in the requirements. These requirements specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> are hereby incorporated by this reference.

- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

O. Child Abuse Reporting

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor's particular region or directly related to the type of services being provided by

Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

S. Indemnification and Insurance Requirements

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

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

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

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

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

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

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a

combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

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

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

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

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

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

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

or

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

or

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

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

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration 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. 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 to safety and health ordinances and statutes, 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. Attorney's Fees and Costs

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.

X. 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.

Y. 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. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

Z. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf .

AA. 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.

BB. 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.

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 twenty (20) 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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CC. 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.](#)).

DD. 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.

EE. Conflict Resolution

The Commission and the County agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution through the appropriate chain of command, as deemed necessary.

FF. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County 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 \$528,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2019-20	\$ <u>176,000</u>	July 1, 2019 through June 30, 2020
Fiscal Year 2020-21	\$ <u>176,000</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>176,000</u>	July 1, 2021 through June 30, 2022

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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.

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

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E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source 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 monitor 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).

IX. GENERAL PROVISIONS

A. Notices

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

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

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. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
 - 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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
 - 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. NONDISCRIMINATION

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability

pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

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. 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

XI. CONCLUSION

- A. This Contract, consisting of 24 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

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

COUNTY OF SAN BERNARDINO

Legal Entity

▶ _____
Authorized Signature

Maxwell Ohikhuare, M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Curt Hagman
Printed Name

Chairman, Board of Supervisors
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

SPA 1: Children and Families
Goal: 1.2: Early Learning
Objective: 1.2.a Families have access to quality early childhood care and education
SPA 2: Systems and Network
Goal 2.1: Leadership as a Convener and Partner
Objective 2.1.b: Families, providers and stakeholders collaborate effectively to improve the well-being of the child
Objective 2.2.b: Workforce is developed to effectively serve children and families



Agency Name: San Bernardino County Preschool Services Division **Contract #:** EC036
Program Name: Early Headstart – Child Care Partnership **Fiscal Year:** 2019 - 2022
Service Area: Countywide

Expectations(s):	Increase number of high quality early care and education providers for low-income children in community based care settings		
Outcome(s):	Up to 30 participants will attain either an assistant teacher permit or Child Development Associate Certificate and achieve a rating of 5 or higher in evidence based assessments		
Objective	Activity	Dosage	Verification
Enhance professional development focused on environmental and school readiness quality <i>(attain assistant teacher permit or Child Development Associate Certificate by June 2020)</i>	One on one Session	Every other week	Assistant Teacher Permit <i>or</i> Child Development Associate Certificate
	Group Discussions	Every other month	Family Child Care Environmental Rating Scale* (<i>FCCERS</i>)
	Certificate Attained	Once, at Completion	Early Childhood Environmental Rating Scale* (<i>ECERS</i>) Infant Toddler Environmental Rating Scale* (<i>ITERS</i>) Class Assessment Scoring System* (<i>CLASS</i>) <i>*Assessments are completed once a year for ERS and twice a year for CLASS</i>

Program Description:

Provide coaching for up to 30 providers as part of the Early Head Start–Child Care Partnership (EHS-CCP) to increase number of high quality early care and education providers. Providers will maintain required permits, and Head Start Performance Standards to meet requirements of EHS-CCP program.

Agency Rep Name: _____ **Data Type:** Core
Agency Signature: _____ **Reporting Period:** Monthly **Due:** On the 15th
Date Signed: _____ **Program Cycle:** July 2019 – June 2022



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2019-2020

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Early Head Start - Child Care Partnership	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:		FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
3											
	Total Salaries & Benefits					\$ -	\$ -	\$ -	\$ -		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2019-2020**

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Early Head Start - Child Care Part	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:	0	FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

II. SERVICES & SUPPLIES

	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1		0%		
2		0%		
	Total Services & Supplies		\$ -	

III. FOOD

	Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1			
2			
	Total Food	\$ -	

IV. TRAVEL

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Travel		-	

V. SUBCONTRACTORS

	Organization Name:	BUDGET	Description/Justification:
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2019-2020**

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Early Head Start - Child Care Part	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:	0	FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

1	Child Care Resource Center (CCRC)		176,000	These funds will serve as a non-federal contribution to the EHS-CCP project, for: Personnel (including Salary & Benefits) – 2.5 FTE – Coaches and 0.25 FTE – Supervisor to include the Director and a Manager. It will also be used for supplies, training material, educational/curriculum material, physical quality improvements. etc.
	Total Subcontractors		176,000	
VI.	INDIRECT COSTS			
	Percent:			
	Basis:			
	Total Indirect Costs		-	
TOTAL FIRST 5 BUDGET			\$ 176,000	



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: **2020-2021**

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2020-2021
PROGRAM TITLE:	Early Head Start - Child Care Partnership	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:		FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
3											
14											
	Total Salaries & Benefits					\$ -	\$ -	\$ -	\$ -		



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2020-2021

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2020-2021
PROGRAM TITLE:	Early Head Start - Child Care Part	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:	0	FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

II. SERVICES & SUPPLIES

	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1		0%		
20		0%		
	Total Services & Supplies		\$ -	

III. FOOD

	Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1			
2			
3			
	Total Food		\$ -

IV. TRAVEL

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1				



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2020-2021**

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2020-2021
PROGRAM TITLE:	Early Head Start - Child Care Part	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:	0	FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

	Total Travel		-	
V. SUBCONTRACTORS				
	Organization Name:	TOTAL F5SB BUDGET		Description/Justification:
1	Child Care Resource Center (CCRC)	176,000		These funds will serve as a non-federal contribution to the EHS-CCP project, for: Personnel (including Salary & Benefits) – 2.5 FTE – Coaches and 0.25 FTE – Supervisor to include the Director and a Manager. It will also be used for supplies, training material, educational/curriculum material, physical quality improvements. etc.
2				
3				
4				
5				
	Total Subcontractors	176,000		
VI. INDIRECT COSTS				
	Percent:			
	Basis:			
	Total Indirect Costs		-	
TOTAL FIRST 5 BUDGET			\$ 176,000	



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2021-2022

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2021-2022
PROGRAM TITLE:	Early Head Start - Child Care Partnership	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:		FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1		0.00				-	-	-	-	#DIV/0!	
2											
13											
Total Salaries & Benefits						\$ -	\$ -	\$ -	\$ -		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2021-2022**

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2021-2022
PROGRAM TITLE:	Early Head Start - Child Care Part	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:	0	FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
17		0%		
18		0%		
	Total Services & Supplies		\$ -	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1				
2				
3				
	Total Food		\$ -	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Travel		-	
V. SUBCONTRACTORS				



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2021-2022**

ORGANIZATION:	Preschool Services Department	DIRECTOR:	Phalos Haire	PROGRAM YEAR:	2021-2022
PROGRAM TITLE:	Early Head Start - Child Care Part	PROGRAM DIRECTOR:	Jacqueline Greene	TOTAL BUDGET:	176,000
INITIATIVE:	0	FINANCE OFFICER:	Fabian Garcia	RFP/CONTRACT #:	EC036

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	Child Care Resource Center (CCRC)	176,000	These funds will serve as a non-federal contribution to the EHS-CCP project, for: Personnel (including Salary & Benefits) – 2.5 FTE – Coaches and 0.25 FTE – Supervisor to include the Director and a Manager. It will also be used for supplies, training material, educational/curriculum material, physical quality improvements. etc.
2			
3			
4			
5			
	Total Subcontractors	176,000	
VI. INDIRECT COSTS			
	Percent:		
	Basis:		
	Total Indirect Costs	-	
TOTAL FIRST 5 BUDGET		\$ 176,000	



Program Outline Document 2019-2020

AGENCY INFORMATION

		Contract #:	<u>EC036</u>
Legal Entity:	<u>County of San Bernardino</u>		
Dept./Division:	<u>Preschool Services Department</u>		
Project Name:	<u>Early Head Start-Child Care Partnership (EHS-CCP)</u>		
Address:	<u>662 South Tippecanoe Avenue</u> <u>San Bernardino, CA 92415-0630</u>	Phone #:	<u>909-383-2005</u>
Website:	<u>www.sbcounty.gov/psd</u>	Fax #:	<u>909-383-2080</u>
Program Site Address:	<u>various</u> <u>Choose an item.</u>	Client Referral Phone #	<u>909-383-2020</u>

CONTACT INFORMATION

SIGNING AUTHORITY

Name:	<u>Curt Hagman</u>	Title:	<u>Chairman, Board of Supervisors</u>
Address:	<u>385 North Arrowhead Avenue, Suite # 2</u> <u>San Bernardino, CA 92415</u>	Direct Phone #:	<u>909-387-4866</u>
E-Mail:	<u></u>	Fax #:	<u></u>

CONTRACT REPRESENTATIVE

Name:	<u>Phalos Haire</u>	Title:	<u>Interim Director</u>
Address:	<u>662 South Tippecanoe Avenue</u> <u>San Bernardino, CA 92415-0630</u>	Direct Phone #:	<u>909-383-2044</u>
E-Mail:	<u>Phaire@psd.sbcounty.gov</u>	Fax #:	<u>909-383-2080</u>

PROGRAM CONTACT

Name:	<u>Jacquelyn Greene</u>	Title:	<u>Deputy Director</u>
Address:	<u>662 South Tippecanoe Avenue</u> <u>San Bernardino, CA 92415-0630</u>	Direct Phone #:	<u>909-383-2025</u>
E-Mail:	<u>Jgreen@psd.sbcounty.gov</u>	Fax #:	<u>909-383-2086</u>

FISCAL CONTACT

Name:	<u>Fabian Garcia</u>	Title:	<u>Staff Analyst I</u>
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Address: 662 South Tippecanoe Avenue **Direct Phone #:** 909-383-2054
San Bernardino, CA 92415-0630
E-Mail: Fabian.Garcia@psd.sbcounty.gov **Fax #:** _____

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ **Title:** _____
Address: For Staff Analyst use only. No mail will be **Direct Phone #:** _____
sent to this contact. _____

E-Mail: _____ **Fax #:** _____

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

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

PROGRAM DESCRIPTION

Provide coaching for up to 30 providers as part of the Early Head Start–Child Care Partnership (EHS-CCP) to increase number of high quality early care and education providers. Providers will maintain required permits, and Head Start Performance Standards to meet requirements of EHS-CCP program.

SERVICE AREA (LOCATIONS)

Countywide

COMMISSION LEVEL OUTCOMES

- SPA 1: Children and Families**
- Goal: 1.2: Early Learning
- Objective: 1.2a Families have access to quality early childhood care and education
- SPA 2: Systems and Network**
- Goal 2.1: Leadership as a Convener and Partner
- Objective 2.1b: Families, providers and stakeholders collaborate effectively to improve the well-being of the child
- Objective 2.2.b: Workforce is developed to effectively serve children and families

ASSIGNED ANALYST: Tania Offerrall

CONTRACT AMOUNT

Fiscal Year	Amount
2019-2020	\$ 176,000
2020-2021	\$ 176,000
2021-2022	\$ 176,000
Total	\$ 528,000



AGENDA ITEM 9
June 5, 2019

Subject	Receive information on “Help Me Grow Inland Empire” Strategic Plan Draft
Recommendations	Receive information on “Help Me Grow Inland Empire” Strategic Plan Draft (Presenter: Karen E. Scott, Executive Director, 252-4252)
Financial Impact	None
Background Information	<p>“Help Me Grow” (HMG), is a systems approach (vs. direct service program) to implementing a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage for our young children. Help Me Grow promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level.</p> <p>The HMG model reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families. Below are the timeline highlights of efforts in preparation to eventually launch the HMG system in the Inland Empire.</p> <ol style="list-style-type: none"> <i>In 2012, community stakeholders and county departments convened to identify an organizing partner in studying the feasibility of implementation of the HMG comprehensive developmental screening system. First 5 San Bernardino (F5SB) took the lead, applied with Help Me Grow National, and became a HMG “Learning Community.” As a HMG Learning Community, specific goals were outlined that support learning implementation strategies of the HMG model and core components that satisfy the statewide and national effort.</i> <i>In 2015, F5SB applied for and received a national designation as a HMG affiliate. As a part of the application process, F5SB staff received letters of partnership and support from over 12 community and county stakeholders. F5SB staff also introduced the HMG system to our partners with the local American Academy of Pediatricians (AAP) to begin building a referral relationship and to identify a key champion for the HMG initiative.</i> <i>In July 2016, with the assistance of the Children and Families Commission of Orange County, (the first County to bring a fully functioning HMG system to California), First 5 San Bernardino and First 5 Riverside commissioned a feasibility study for a HMG regional system. Results of that study/report led to the commitment of First 5 Commissioners from both counties, to invest in building the Help Me Grow- Inland Empire (HMG-IE) regional system.</i> <i>In 2017, First 5 San Bernardino and First 5 Riverside embarked on a planning process, inviting Loma Linda University Children’s Hospital to the collaboration, to begin to develop the regional model. Previous experiences with implementing Help Me Grow in other states and counties identified a children’s hospital as critical partner in this endeavor.</i>

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5. *In 2018, VIVA Strategy + Communications was brought on to lead a strategic planning process with community stakeholders and to work with various partners to continue the development of the model and support building the collective vision amongst the diverse stakeholder group.*

The Strategic Planning Process

The HMG-IE Strategic Planning process was facilitated by VIVA Strategy + Communications, and developed through a Design Team in partnership with First 5 San Bernardino, First 5 Riverside and Loma Linda University Children's Hospital.

The process gathered extensive community input into all aspects of the regional Help Me Grow model, and its vision, goals, and strategies. These insights were used to develop the Help Me Grow Inland Empire Strategic Plan draft.

Three community-wide summits were held over the course of the strategic planning process. Representatives from the health, education and family support agencies in both counties were invited to attend.

Summit attendees were invited to participate in three working committees: Community and Family Outreach, Health Provider Outreach and Systems and Sustainability. These committees developed draft goals, objectives and strategies.

Through this process, committees developed the Help Me Grow Inland Empire (HMG-IE) vision, mission and strategic goals:

- **VISION** *All children achieve their full potential.*
 - **MISSION** *To serve and connect all children and families in the Inland Empire with prevention and early intervention services.*
 - **STRATEGIC GOALS** - These have been organized based on the core components of the Help Me Grow framework.
 - ✓ **GOAL 1 – Community Awareness and Engagement** *Community members understand the importance of child development, the benefits of early intervention and the role of Help Me Grow Inland Empire.*
 - ✓ **GOAL 2 – Early Identification & System Linkages** *Young children in the Inland Empire receive developmental screenings and are successfully connected to community services.*
 - ✓ **GOAL 3 – Central Access Point & Care Coordination** *Children are connected to early identification and intervention services through a centralized system of referrals and care coordination.*
 - ✓ **GOAL 4 – Data Collection & Analysis** *Stakeholders have*
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accessible reliable and valid data to make informed decisions at both individual and systems levels to improve child and family outcomes.

- ✓ **GOAL 5 – Systems Alignment & Sustainability** *Services and resources are aligned for an effective and sustainable early childhood development system of care for young children.*
- ✓ **GOAL 6 – Leadership & Governance** *There is an effective partnership model for the operation and governance of Help Me Grow Inland Empire as a collective impact initiative.*

The above vision, mission and noted goals will guide the leadership and stakeholders through the continued design, testing and early implementation phases of the HMG-IE regional system with a well-developed Strategic Plan.

Review

Sophie Akins, Commission Counsel

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