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**Agenda: Children and Families Commission 07-2017**

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

**Meeting date, time, and place** July 12, 2017  
3:30 p.m. to 5:00 p.m.  
Commission Conference Center

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

**SPECIAL PRESENTATION** *Capacity Building – Social Entrepreneurs, Inc.*

**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** Executive Director’s Report by Karen E. Scott – *by Cindy Faulkner*

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

Item No.	CONSENT
1	Approve Minutes of June 7, 2017 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

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

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

**Agenda: Children and Families Commission 07-2017**

**July 12, 2017**

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<b>Item No.</b>	<b>DISCUSSION</b>
2	Approve Contract SI024 with the American Lung Association for Fiscal Year 2017-2018 in the amount of \$50,325 to provide asthma related capacity-building services. (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)
3	Approve negotiations for a six-month planning contract with Loma Linda University Medical Center Children’s Hospital (LLUCH) in preparation to launch the “Help Me Grow” (HMG) Initiative regionally with shared financial responsibility between First 5 San Bernardino and First 5 Riverside. (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)
4	Approve Contract IC033 with Social Entrepreneurs, Inc., (SEI) in the total amount of \$921,330 for Fiscal Years 2017-2020 to provide ongoing technical assistance to providers and the Inland Empire Community Collaborative (IECC) in an effort to sustain capacity building in San Bernardino County. (Presenter: Mary Jaquish, Supervisor, 252-4254)
5	Approve funding for Trauma-Informed Support in Early Childhood Education (TISECE) pilot project with the California Association of Health & Education Linked Professions (CAHELP) in the amount of \$206,713 for Fiscal Year 2017-2018 to effectively train and instill universal supports and strategies for early education providers, parents and community and create a trauma informed culture within daily preschool programming. (Presenter: Mary Jaquish, Supervisor, 252-4254)

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**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.”

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**Commissioner Roundtable**

Open to comments by the Commissioners

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**Next Meeting at  
First 5 San  
Bernardino**

**Wednesday, August 2, 2017  
3:30 p.m. to 5:00 p.m.**

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*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: JULY 12, 2017**

**Subject:** Information Relative to Possible Conflict of Interest

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

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

<b>Item No.</b>	<b>Contractor</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors; Principals &amp; Agents</b>	<b>Commissioner Abstentions</b>
1	N/A	N/A	N/A	N/A
2	American Lung Association	Olivia J. Diaz-Lapham President & Chief Executive Officer	N/A	N/A
3	N/A	N/A	N/A	N/A
4	Social Entrepreneurs, Inc.,	Kelly A. Marschall President and Principal	N/A	N/A
5	California Association of Health & Education Linked Professions (CAHELP)	Jenae Holtz Chief Executive Officer	Apple Valley Unified Ron Powell, PH.D and other contractors as needed	N/A



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## Minutes: Children and Families Commission Meeting

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

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**Meeting Date,  
Time and  
Location**      Commission Meeting  
June 7, 2017 - 3:30 p.m.  
First 5 San Bernardino

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

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**SPECIAL  
PRESENTATION**      *Commissioner Swearing In Ceremony*  
Alan H. Garrett, President/CEO, St. Mary Medical Center, Apple Valley

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**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.

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**Attendees**      **Commissioners Present**

- Alan H. Garrett
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- James Ramos
- CaSonya Thomas
- Paul Vargas
- Elliot Weinstein, M.D.

**Staff Present**

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

- Walid Wahba, Staff Analyst II
- Ronnie Thomas, Staff Analyst II

**Changes to the  
Agenda**

None

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**Report –  
Executive  
Director**

**New Commissioner**

Welcome to Commissioner Alan Garrett, President/CEO from St. Mary Medical Center, Apple Valley.

**Operation Splash**

First 5's Sixth Annual Water Safety event, *Operation Splash*, was held June 2nd at Perris Hill Park - Jerry Lewis Family Swim Center in San Bernardino and, once again, a huge success.

There were about 1,500 attendees: 750 children and their parents/caregivers at each of the 2 sessions held that day. Also present were 30 family resource provider booths as well as food vendors.

There is a 30 second clip of a submersion reenactment that LuCretia Dowdy, along with her collaborative partners with Safe Kids Inland Empire, and San Bernardino County Sheriff's Department put together at the Operation Splash event. It is currently pinned to the top of the F5SB Facebook page.

The link to the complete *Seconds Out of Sight - F5SB Drowning Prevention Campaign* created by F5SB Media Specialist, Leslie Fountain was sent to the Commissioners. Great job, Leslie!

**National Innovative Communities Conference**

Kudos to Scott McGrath, F5SB Community Engagement and Evaluation Supervisor, for his participation at this conference in Ontario last month with a presentation entitled *Data-Driven Practice in Community Programs*. See article and photos on page 3.

**THRIVE Nonprofit Conference**

Please share the upcoming THRIVE Nonprofit Conference opportunity listed on page 4. F5SB is very proud of the Inland Empire Community Collaborative (IECC) and the work they continue to do. The IECC was created as a result of 13, non-profit, child-serving agencies working together for two years to strengthen their organizations and improve outcomes for individuals and communities throughout San Bernardino County.

Each member organization in the IECC participated in F5SB's yearlong capacity building academy which provided technical assistance and coaching. Each of the members adopted and is guided by a sustainability plan which directly responds to the needs and priorities of their target audiences and local communities.

The support to build this capacity building powerhouse was funded by F5SB. IECC is hosting their second annual one-day conference which offers strategies and toolkits for staff and board members looking to build and sustain their organizations.

**Staffing**

F5SB has a Staff Analyst vacancy with the departure of Jessica Cain, who was overseeing our Quality Start (QRIS) initiative. Jessica had a family emergency and had to return immediately to Kentucky. It is a great loss to our County.

At today's Commission Meeting, an employment contract will be presented for approval for a long-standing Accountant III vacancy and also the first of several contracts where roles and duties of positions have been studied and determinations made of changes needed in position titles, pay scales, etc., to align with the uniqueness of First 5 Commissions.

#### **Asthma Coalition**

Several months ago, Dr. Rhonda Spencer-Hwang, a researcher from Loma Linda University School of Public Health, presented a proposal to the Commission entitled *Early Childhood Resiliency Coalition to Address Asthma Management Strategic Systems Approach*. This work was proposed as a regional project supported by F5SB and First 5 Riverside and possible funding by the Commissions.

After careful consideration and analysis and consultation with leadership from both County Commissions, County Public Health departments and other pertinent stakeholders, and although the proposal is a dynamic illustration of what we could achieve as a region, the *Early Childhood Resiliency Coalition to Address Asthma Management* from a strategic systems approach is a bit duplicative of the work that has already begun in our region with the current coalition.

Also, certain aspects of the proposal, including the emphasis on research is beyond the current realm of the local First 5 missions, with much research and guidance already available to the region. Lastly, air quality issues and economic impact issues are beyond First 5s - politically and financially - and from any meaningful sustainability vantage point.

In order to achieve the maximum impact for targeted children in San Bernardino and Riverside Counties, continued support and work within existing resources and with current providers is required. If the current coalition is agreeable and sees the benefit, then skilled facilitation should be obtained to bring this collaborative group together and revisit a strategic plan with measurable goals, some of which will align with the Strategic Plan for Asthma in California 2015-2019. If the Commissions choose this avenue and fund any part to support local efforts, it will be through a competitive Request for Qualifications process.

Dr. Spencer-Hwang/Loma Linda School of Public Health was notified that F5SB and First 5 Riverside Commissions will not fund this project at this time. Both First 5s will be focusing on the current collaborative infrastructure and existing resources to meet agreed upon goals to reduce asthma symptoms and improve the quality of life for children and their families in our region.

#### **State Budget & Legislative Updates**

I recently participated in the "Early Learning Advocacy Day" in Sacramento on May 24<sup>th</sup>. See pages 1 and 4.

Our message for the day was pretty simple and very clear - affordable, quality childcare is a pathway to economic security. We thanked our local legislators for rejecting the proposed "pause" on increasing preschool slots and reimbursement rates. We thanked them for honoring the multi-year child care promise made in the 2016-2017 budget and for their support of quality early childhood education and family strengthening that improves our economy and quality of life for all our residents beginning with our 0-5 population. The investment in affordable child care is a clear anti-poverty measure.

**Support for AB 1268**

F5SB is proud to support AB 1268 (Reyes & Rubio) which creates the California Domestic Violence Prevention Fund. F5SB signed a letter of support to obtain additional funding and resources to address this issue.

The letter of support mentions the work done to support victims by providers in San Bernardino County and the creation of a Domestic Violence Council to engage non-profit providers, community stakeholders, law enforcement, courts and even victims to ensure there are strategies geared to prevention before violence happens versus costly intervention after it happens.

There is little to no funding for these prevention and community education and awareness efforts and volunteerism does not meet the administrative and coordinating leadership needs for a County as large as San Bernardino. Currently, the County does not receive any funding from the Office of Emergency Services for Family Violence Prevention. AB 1268 could change that.

**AB 992**

AB 992 would create the CalWORKs Baby Wellness and Family Support Program within the existing CalWORKs systems. The program would build off of existing home visiting programs county-by-county.

Years of research shows that home visiting helps reduce neglect and abuse, increase school readiness, increase parent/child engagement, and connect families to necessary community supports.

Home visiting is a service offered by a qualified individual to provide parent coaching, critical information on child development and parent interactions, and resource referrals.

AB 992 would offer voluntary home visiting to CalWORKs recipients with children under the age of 2. This bill will help us reach the most at-risk families and ensure parents and children have the supports they need to thrive.

The CalWORKs Baby Wellness and Family Support Program would be funded by General Fund surpluses. Essentially, additional state TANF dollars, which the Governor is treating as General Fund, would be diverted to fund this program. Reduced caseload for CalWORKs stage 2 and 3 are also being diverted back to the General Fund. The Assembly Budget Subcommittee on Health & Human Services voted to allocate \$100M for the program.

On May 26<sup>th</sup>, Speaker Rendon announced appointments of members to the Budget Conference Committee and Assembly member Jay Obernolte was appointed Chair. I contacted him and his staff and shared the letter of support for AB992, endorsed by more than 35 First 5 Commissions. San Bernardino County is in a unique situation to advocate for this funding. 44 out of 58 counties receive funding from the federal Maternal, Infant and Early Childhood Home Visiting (MIECHV) program. San Bernardino County receives zero funding from MIECHV or any other State or local source.

**Report –  
Advisory  
Committee**

There is nothing new to report this month. The next meeting date has not yet been decided. Once determined, it will be posted on the First 5 website and the meeting will be held at this location.

**Report –  
 Legislative**

See attached legislative report presented by Chekesha Gilliam:



6-2017 F5 report.pdf

**Consent**

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

Item No.	CONSENT
1	Approve Minutes of May 3, 2017 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	a. Approve employment contract between the County of San Bernardino, Children and Families Commission, and Lucretia Dowdy, Marketing Aide, for an annual cost of \$60,013 (\$40,820 Salary, \$19,193 Benefits) for the period of July 1, 2017 through June 30, 2020. b. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contract for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review. c. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution. (Presenter: Karen E. Scott, Executive Director, 252-4252)
3	a. Approve employment contract between the County of San Bernardino, Children and Families Commission, and Gregory D. Sellon, Accountant III, for an annual cost of \$79,334 (\$55,869 Salary, \$23,465 Benefits) for the period of July 8, 2017 through July 7, 2020. b. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contract for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review. c. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution. (Presenter: Karen E. Scott, Executive Director, 252-4252)

Item No.	DISCUSSION
4	Approve Budget for Fiscal Year 2017-2018 and updates to the Five Year Financial Plan. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)  <u><b>Discussion</b></u> Discussion ensued relating to the budget and various questions posed by the Commissioners were answered by Ms. Dickerson-Sims.  <u><b>Public Comment</b></u> None  A motion was made by Commissioner Ramos and seconded by Commissioner Hill to approve Item 4. Without further comment or objection, motion carried by unanimous vote.



<p>5</p>	<p>Approve Amendment A1 for Contract IC028 with Matrix Outcomes Model LLC for Fiscal Years 2018-2020 for access to the Family Development Matrix (FDM), a complementary assessment, case management and evaluation tool to be used by agencies awarded contracts under the Family and Community Support Partnerships (FCSP) initiative, for an annual amount of \$47,400, resulting in a cumulative total of \$244,000 for Fiscal Years 2015-2020.                  (Presenter: Scott McGrath, Supervisor, 252-4259)</p> <p><b><u>Discussion</u></b>                  None</p> <p><b><u>Public Comment</u></b>                  None</p> <p>A motion was made by Commissioner Ramos and seconded by Commissioner Vargas to approve Item 5. With Commissioner Hill absent and without further comment or objection, motion carried by unanimous vote.</p>
<p>6</p>	<p>Approve Contract Amendments with the following Quality Rating Improvement System (QRIS) partners for the implementation of the Quality Start San Bernardino (QSSB) in accordance with the San Bernardino County's QRIS Strategic Plan for Fiscal Year 2017-2018:</p> <ul style="list-style-type: none"> <li>a. San Bernardino County Superintendent of Schools, Contract EC030A1, in the amount of \$254,750 for enrollment services and ratings, and;</li> <li>b. Child Care Resource Center, Contract EC031A1, in the amount of \$1,425,275 for coordination of quality improvement services, program evaluation and professional development, and;</li> <li>c. University Enterprise Corporation/California State University, San Bernardino, Contract EC032A1, in the amount of \$257,228 to enhance higher education opportunities in early care and education and conduct site assessments.</li> </ul> <p>(Presenter: Cindy Faulkner, Operations Manager, 252-4253)</p> <p><b><u>Discussion</u></b>                  None</p> <p><b><u>Public Comment</u></b>                  None</p> <p>A motion was made by Commissioner Weinstein and seconded by Commissioner Ramos to approve Item 6. With Commissioner Hill absent and without further comment or objection, motion carried by unanimous vote.</p>
<p>7</p>	<p>Approve Amendment A1 for Contract FS067 with Chino Valley Unified School District (CVUSD) for Fiscal Year 2018-2020 in the total amount of \$469,990 for a cumulative total amount for Fiscal Years 2015 through 2020 of \$17,031,103 in support of RFP 14-02 Family and Community Support and Partnerships (FCSP) - Family Support Services (FSS).                  (Presenter: Walid Wahba, Staff Analyst II, 252-4258)</p> <p><b><u>Discussion</u></b>                  None</p> <p><b><u>Public Comment</u></b>                  None</p>

	<p>A motion was made by Commissioner Ramos and seconded by Commissioner Vargas to approve Item 7. With Commissioner Hill absent and without further comment or objection, motion carried by unanimous vote.</p>
8	<p>Approve Amendment A2 to Contract HW052 with County of San Bernardino Department of Behavioral Health to extend for one year through Fiscal Year 2017-2018 in the amount of \$5,134,283, resulting in the cumulative total amount of \$25,724,800 for Fiscal Years 2013-2018 to provide Screening, Assessment, Referral and Treatment (SART) and Early Identification and Intervention (EIIIS) programs for children 0-5 years.                  (Presenter: Ronnie S. Thomas, Staff Analyst II, 252-4255)</p> <p><b><u>Discussion</u></b>                  None</p> <p><b><u>Public Comment</u></b>                  None</p> <p>Commissioners Ramos and Thomas disclosed their conflict of interest with the contract, recused themselves, and left the dais and room prior to discussion and action for Item 8.</p> <p>A motion was made by Commissioner Weinstein and seconded by Commissioner Hill to approve Item 8. Without further comment or objection, motion carried by unanimous vote.</p>
9	<p>Approve Contract SI023 with County of San Bernardino Children’s Network in the amount of \$172,648 for Fiscal Year 2017-2018 for the coordination of services provided by the Screening, Assessment, Referral and Treatment (SART) Coordinator.                  (Presenter: Ronnie S. Thomas, Staff Analyst II, 252-4255)</p> <p><b><u>Discussion</u></b>                  None</p> <p><b><u>Public Comment</u></b>                  Linda Revoner, Children’s Network</p> <p>Commissioners Ramos and Thomas disclosed their conflict of interest with the contract, recused themselves, and left the dais and room prior to discussion and action for Item 9.</p> <p>A motion was made by Commissioner Hill and seconded by Commissioner Weinstein to approve Item 9. Without further comment or objection, motion carried by unanimous vote.</p>
10	<p>Adopt Resolution for Footsteps2Brilliance, a breakthrough early learning solution that helps children become proficient readers by third grade utilizing mobile devices to deliver engaging literacy apps and interactive 24/7 learning experiences giving students the edge needed for success countywide.                  (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p><b><u>Discussion</u></b>                  None</p> <p><b><u>Public Comment</u></b>                  None</p>

	A motion was made by Commissioner Garrett and seconded by Commissioner Ramos to approve Item 10. Without further comment or objection, motion carried by unanimous vote.
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**Public Comment**      None

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**Commissioner Roundtable**      None

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**Adjournment**      A motion to adjourn was made by Commissioner Garrett and seconded by Commissioner Weinstein. Without further comment or objection, motion carried by unanimous vote.

Chair Ohikhuare adjourned the meeting at 4:50 p.m.

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**Next meeting at First 5 San Bernardino**

**PLEASE NOTE – 2nd Wednesday of the month**

**Wednesday, July 12, 2017**

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

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**Attest**

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Maxwell Ohikhuare, M.D., Chair

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Ann M. Calkins, Commission Clerk

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**AGENDA ITEM 2**  
**JULY 12, 2017**

<b>Subject</b>	One-year contract for countywide provider capacity building for asthma related services.
<b>Recommendations</b>	Approve Contract SI024 with the American Lung Association for Fiscal Year 2017-2018 in the amount of \$50,325 to provide asthma related capacity-building services. (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)
<b>Financial Impact</b>	\$50,325 for Fiscal Year 2017-2018.
<b>Background Information</b>	<p>In the spring of 2012, the Commission approved multiple contractors under Health Services (RFP 11-02) to support services under First 5 San Bernardino's health focus area. Among those approved was American Lung Association to provide in-home early screening and intervention services for Asthma/Bronchitis and physician/medical assistant training. The Physician Asthma Care Education Program (PACE) trained 728 health professionals. The PACE program provided education for clinicians on how to employ the best current therapies for asthma.</p> <p>First 5 San Bernardino's (F5SB) Strategic Plan supports goals and programs that are sustainable, effective, build provider capacity, 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.</p> <p>One specific focus is on leveraging resources through partnerships at County, State and Federal levels to develop and coordinate systems. Key considerations include ensuring the Commission's ability to provide leadership and respond to opportunities to build capacity within a changing context.</p> <p>Poor air quality and limited resources addressing child asthma indicators are a concern in San Bernardino County. F5SB has and will continue to work collaboratively with multiple stakeholders and teams with government agencies and community-based organizations with diverse strengths and varying backgrounds to address the needs of children with asthma in the region. FB SB staff has worked with the American Lung Association for many years in addressing provider capacity to respond to the need for more specialists in pediatric asthma.</p> <p>Approval of this contract will allow 40 registrants for healthcare professionals who are treating children 0-5 years in San Bernardino County to attend the Asthma Educator Institute (AEI), a two-day training course to prepare for the National Asthma Education Certification Board (NAECB) examination or obtain continuing education units.</p> <p>For those trainees who wish to become a Certified Asthma Educator (AE-C), 20 scholarships to take the National Asthma Education Certification Board (NAECB) examination will be provided. The scholarships are administered through a cost reimbursement form for the trainees who sit for the state exam.</p>

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Approval of this one-year contract will build provider capacity related to asthma as well as allow F5SB staff to identify and collaborate with other providers and resources, moreover, tightening alignment with the revised Strategic Plan.

The contractor listed above has been successful in meeting contract and target objectives in improving significant outcomes for children and families as well as providers over the past three years.

This contract supports SPA 2 of F5SB's Strategic Plan specifically, and Objective Activities for 2.2a, 2.2b:

**SPA 2: Capacity Building- Goal 2.2 Communities have the capacity to address diverse needs of children.**

**Objective 2.2.a**

Community organizations and groups are equipped to effectively serve children and families.

Support ongoing learning and professional development.

**Objective 2.2.b**

Workforce is developed to effectively serve children and families.

Support organizational development for community organizations and groups.

**Review**

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Sophia Akins, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code AMERICA650		<b>SC</b>	Dept. 903	<b>A</b>	Contract Number <b>SI024</b>
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization <b>Children and Families Commission</b>			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative <b>Cindy Faulkner, Operations Manager</b>			Telephone 909-386-7706		Total Contract Amount \$50,325	
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 13, 2017		Contract End Date June 30, 2018		Original Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	PROG	300	3357	SNCABY18	\$50,325
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY      Amount      I/D
Systems and Networks- Organizational Capacity			17-18	\$50,325	---	_____      _____      _____
_____			_____	_____	_____	_____      _____      _____
_____			_____	_____	_____	_____      _____      _____

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)

American Lung Association in California

Department/Division

Address

333 Hegenberger Road., Suite 450

Oakland, CA 94621

Phone

(510) 638-5864

Federal ID No.

13-1632524

Program Address (if different from legal address):

441 MacKay Drive

San Bernardino, CA 92408

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

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

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

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

**Auditor-Controller/Treasurer Tax Collector Use Only**

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

- I. DEFINITIONS.....3
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- III. CONTRACTOR'S GENERAL RESPONSIBILITIES .....7
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- PROGRAM REQUIREMENTS AND EXPECTATIONS .....Attachment C**

## I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Nurturing Parenting:** 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 95<sup>th</sup> 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 85<sup>th</sup> percentile and lower than the 95<sup>th</sup> percentile for children of the same age and sex within the ages of 2-19 years.

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

**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 shall provide all program services identified in this Contract, including Attachment A - Program Work Plan and Attachment C – Program Outline. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

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

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

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

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

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

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## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

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

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

O. Child Abuse Reporting

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

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

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

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

AA. Attribution

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

BB. Incongruous Activities

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

CC. Reports

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

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

- Program Reports

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

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

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DD. Pro-Children Act of 1994

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

EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

#### GG. Recycled Paper Products

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

#### IV. COMMISSION RESPONSIBILITIES

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

#### V. FISCAL PROVISIONS

##### A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$50,325 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2017-18    \$ 50,325    July 13, 2017 through June 30, 2018

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##### B. Payment Provisions

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change.

The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

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

#### H. Budget Line Item Variance

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

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

#### I. Procurement

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

#### J. Fixed Assets

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

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

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

#### K. Payor of Last Resort

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

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

#### L. Fiscal Record Keeping

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

## **VI. RIGHT TO MONITOR AND AUDIT**

### **A. Right to Monitor and Audit**

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

### **B. Availability of Records**

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

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

### **C. Assistance by Contractor**

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

### **D. Independent Audit Provisions**

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

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### **E. Recovery of Investigation and Audit Costs**

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:



- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
  - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
  - Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
  - Withhold funds pending duration of the breach; and/or
  - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
  - Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

## VIII. TERM

- A. This Contract is effective commencing July 13, 2017 and expires June 30, 2018, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

                      
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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2018 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

## IX. GENERAL PROVISIONS

- A. Notices

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

**Contractor:** American Lung Association  
333 Hegenberger Rd., Suite 450  
Oakland, CA 94621

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

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

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

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

### **A. Equal Employment Opportunity Program**

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

### **B. Civil Rights Compliance**

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

## **XI. IMPROPER CONSIDERATION**

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

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

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

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

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

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

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

**XI. CONCLUSION**

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

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

**AMERICAN LUNG ASSOCIATION IN  
CALIFORNIA**

Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

Maxwell Ohikhuare, M.D.  
Printed Name

Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

Olivia J. Diaz-Lapham  
Printed Name

President & Chief Executive Officer  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing

▶ \_\_\_\_\_  
Cindy Faulkner  
Operations Manager

\_\_\_\_\_  
Date

Approved as to Legal Form

▶ \_\_\_\_\_  
Sophie Akins  
Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature

▶ \_\_\_\_\_  
Karen E. Scott  
Executive Director

\_\_\_\_\_  
Date

SPA 2: Systems and Networking  
 Goal 2.2: Capacity Building  
 Objective 2.2.a: Community organizations and groups are equipped to effectively serve children and families  
 Objective 2.2.b: Workforce is developed to effectively serve children and families



Agency Name: American Lung Association in California Contract #: SI024  
 Program Name: Healthcare Professional Education/Asthma Educator Institute Period: July 2017 – June 2018  
 Service Area: Countywide

<b>Expectation</b>	Health care professionals that serve children 0-5 in San Bernardino County will commit to attend the Asthma Educator Institute (AEI) training. A maximum of 20 scholarships will be provided to healthcare professionals serving children 0-5 who commit to taking the National Asthma Education Certification Board (NAECB) examination.		
<b>Outcome</b>	40 health care professionals will commit to attend the AEI training (Aggregate)	20 scholarships will be provided to healthcare professionals to take the NAECB examination by June 1, 2018 (Aggregate)	
	<b>Objective</b>	<b>Activity</b>	<b>Dosage</b>
	Support ongoing learning and professional development	Planning and Follow Up	Ongoing
		Asthma Educator Institute Registration	Once
		Asthma Educator Institute Graduation	Once
		NAECB Exam Scholarship	Once
			<b>Verification</b>
			Will vary based on Activity (Narrative)
			Verify the 40 healthcare professionals committed to attend the Asthma Educator Institute training provide services to children 0-5 In narrative include breakdown of healthcare professional occupation (Aggregate)
			Proof of completion for the 40 healthcare professionals (Narrative) Supplemental Pre-post survey report (Narrative)
			Proof of NAECB examination testing attendance for the 20 scholarships (Aggregate) In narrative include breakdown of healthcare professional occupation

**Program Description:**

The American Lung Association Asthma Educator Institute (AEI) is a two-day preparatory course for those qualified to take the National Asthma Educator Certification Board (NAECB) examination. The curriculum covers the content outlined in the NAECB Candidate Handbook and includes case reviews, hands-on skills demonstration and practice. Criteria to participate includes one to be currently working at a hospital, clinic, healthcare setting, etc. that treats children 0-5, be a healthcare professional, commit to attending the course and/or taking the exam. Registration slots will be reserved for 40 healthcare professionals who are treating children 0-5 in San Bernardino County. Of the 40 healthcare professionals attending, NAECB scholarships will be provided to 20 healthcare professionals so they may take the certification exam by June 1, 2018.

Agency Rep Name: \_\_\_\_\_  
 Agency Signature: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

Data Type: Aggregate and Narrative  
 Reporting Period: Quarterly Due: October 15<sup>th</sup>; January 15<sup>th</sup>; April 15<sup>th</sup> and July 15<sup>th</sup>.  
 Period: July 2017 – June 2018



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

<b>ORGANIZATION:</b> American Lung Association in California	<b>DIRECTOR:</b> Terry M. Roberts	<b>PROGRAM YEAR:</b> 2017-2018	2017-2018
<b>PROGRAM TITLE:</b> Healthcare Professional Education/Asthma Educator Institute	<b>PROGRAM DIRECTOR:</b> Devin Arias	<b>TOTAL BUDGET:</b>	50,325
<b>INITIATIVE:</b>	<b>FINANCE OFFICER:</b> Terry M. Roberts	<b>RFP/CONTRACT #:</b>	SI024

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	Devin Arias	Community Engagement Manager	0.19	24.34	390	30%	9,493	2,848	12,340	65,815	19%	20% of FTE's time (390 hours per year) will be spent on the project activities. This will include recruiting participants for the Asthma Educator Institute, follow up after the training and additional follow up for those taking the AEI Exam. Benefits include Medical, Dental and Vision Insurance. This is considered as a full time employee. (*Please note these calculations are based on the ALA FTE which is 37.5 per week)
2	Terry Roberts	Managing Director	0.05	43.59	97.5	30%	4,250	1,275	5,525	117,867	5%	5% of FTE's time (97.5 hours per year) will be spent on providing administrative and fiscal over site of the project. Benefits include Medical, Dental and Vision Insurance. This is considered as a full time employee. (*Please note these calculations are based on the ALA FTE which is 37.5 per week)
Total Salaries & Benefits						\$ 13,743	\$ 4,123	\$ 17,865	\$ 183,683			



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

<b>ORGANIZATION:</b>	American Lung Association in California	<b>DIRECTOR:</b>	Terry M. Roberts	<b>PROGRAM YEAR:</b>	2017-2018
<b>PROGRAM TITLE:</b>	Healthcare Professional Education/Asthma Educator Institute	<b>PROGRAM DIRECTOR:</b>	Devin Arias	<b>TOTAL BUDGET:</b>	50,325
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	Terry M. Roberts	<b>RFP/CONTRACT #:</b>	SI024

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Incentives/promotion	6%	\$ 3,000	Program promotion materials, may include pens, stress balls or other identifeid appropriate items. Thank you gifts/items for key volunteers such as speakers at the AEI and stipends for volunteers who mentor those participants taking the
2	Scholarships - Astham Educator Institute Prep Course	28%	\$ 14,000	Costs include scholarships for healthcare professionals to attend the Asthma Educator Institute Prep Course 40 @ \$350.
3	Scholarships - Certified Asthma Educator Exam	14%	\$ 7,000	Scholarships for those participants attending the AEI Prep Course that want to take the exam to become a Certified Asthma Educator 20 @ \$350.
4	Printing	2%	\$ 1,000	Printing for print materials needed for program. This may include the printing of the Lung Helpline rack cards and Asthma Basic rack cards, both are additional free ALA resouces to give to healthcare professionals for their patients.
5	Office Supplies	1%	\$ 300	Office supplies for staff working on program.
6	Postage	0%	\$ 200	Postage associated with program implementation.
7	Office Equipment	1%	\$ 480	Cost for the use of the leased colored copier in our office. \$40 per month. This would be for internal printing.
8	Program Materials	6%	\$ 3,000	Items to include the Asthma Educator Handbook. This book provides healthcare professionals information on how to recognize and treat asthma exacerbations. It is designed for healthcare professionals that who know a fair amount about asthma and is an excellent tool to help them prepare for the exam and a reference guide when treating asthmatics patients.
Total Services & Supplies			\$ 28,980	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1				



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

<b>ORGANIZATION:</b>	American Lung Association in California	<b>DIRECTOR:</b>	Terry M. Roberts	<b>PROGRAM YEAR:</b>	2017-2018
<b>PROGRAM TITLE:</b>	Healthcare Professional Education/Asthma Educator Institute	<b>PROGRAM DIRECTOR:</b>	Devin Arias	<b>TOTAL BUDGET:</b>	50,325
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	Terry M. Roberts	<b>RFP/CONTRACT #:</b>	SI024
	Total Food		\$ -		
<b>IV.</b>	<b>TRAVEL</b>				
	Destination:	Purpose:	<b>TOTAL F5SB BUDGET</b>	<b>Description/Justification:</b>	
1		Travel for recruitment and follow up with participants that attend training	800	Mileage will be charged at the IRS reimbursable rate.	
	Total Travel		800		
<b>V.</b>	<b>SUBCONTRACTORS</b>				
	Organization Name:		<b>TOTAL F5SB BUDGET</b>	<b>Description/Justification:</b>	
1					
	Total Subcontractors		-		
<b>VI.</b>	<b>INDIRECT COSTS</b>				
	Percent:	15% of total personnel cost	2,680	Indirect costs include contract support expenses; such as administrative and fiscal overhead; accounting and payroll services, auditing, building janitorial, equipment maintenance, insurance cost.	
	Basis:				
	Total Indirect Costs		2,680		
<b>TOTAL FIRST 5 BUDGET</b>			<b>\$ 50,325</b>		



**Provider Capacity Building: Asthma**

The First 5 San Bernardino Strategic Plan supports goals and programs that are sustainable, effective, build provider capacity, and reach children and families most in need of services. The plan also 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 develop and coordinate systems. Key considerations include ensuring the Commission’s ability to provide leadership and respond to opportunities to build capacity within a changing context. Poor air quality and limited resources addressing child asthma indicators are a concern in San Bernardino County.

American Lung Association has worked with the California Asthma Partners, a statewide group, to put together the CA Strategic Plan for Asthma. This was funded through the CA Department of Public Health. First 5 Staff has worked with the American Lung Association in addressing provider capacity to respond to the need for more specialists in pediatric asthma. The Asthma Educator Institute specifically targets Pediatricians and Health Care Providers that serve children 0-5. The curriculum covers the content outlined in the NAECB Candidate Handbook and includes case reviews, hands-on skills demonstration and practice. The outcomes for AEI are to build professional capacity and get more professionals certified to practice national guidelines for asthma care. The additional outcomes for AEI are geared towards changing medical behaviors related to asthma care as a practice. These objectives are designed to streamline the process of identifying signs of asthma and risk and will ultimately result in a reduction to ER room visits.

American Lung Association will recruit and provide scholarships to 40 registrants for healthcare professionals who are treating children 0-5 years in San Bernardino County to attend the Asthma Educator Institute (AEI). This two-day training course will prepare registrants to “sit” for the National Asthma Education Certification Board (NAECB) examination and obtain continuing education units. Of the 40 trainees who wish to become a Certified Asthma Educator (AE-C) 20 scholarships will be provided to take the National Asthma Education Certification Board (NAECB).

<b>Asthma Educator Institute</b>	
<b>Course Objectives</b>	<b>Focus: Six Priorities &amp; Action Steps</b>
<ul style="list-style-type: none"> <li>● To prepare participants to provide NHLBI and NAEP guideline-directed asthma care to patients, families and healthcare providers across all settings.</li> <li>● To identify the various roles of the asthma educator.</li> <li>● To help prepare participants to pass the NAECB exam.</li> <li>● To network with healthcare providers, educators and organizations surrounding asthma care and asthma care policies.</li> </ul>	<ol style="list-style-type: none"> <li>1. Use inhaled corticosteroids to control asthma</li> <li>2. Use written asthma action plans to guide patient self-management</li> <li>3. Assess asthma severity at the initial visit to determine initial treatment</li> <li>4. Assess and monitor asthma control and adjust treatment if needed</li> <li>5. Schedule follow-up visits at periodic intervals</li> <li>6. Control environmental exposures that worsen the patient’s asthma</li> </ol>
<b>Program Fees</b>	
<p style="text-align: center;"><b>TRAINING</b></p> <p>The American Lung Association has set pricing for the two- day preparatory course:</p> <p>Early Bird Registration - \$325</p> <p>Registration - \$350</p> <p>*10 Continuing Education Contact Hours, usually provided by the California Society of Respiratory Care, but could be provided by local partner.</p>	<p style="text-align: center;"><b>TESTING</b></p> <p><u>Fees After July 1, 2017</u></p> <p>First Attempt - \$350</p> <p>Repeat Attempt - \$195 (within one year)</p> <p>Recertification - \$300</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;"><b>Target Population</b></p> <ul style="list-style-type: none"> <li>*Masters Prepared or C.H.E.S. Health Educators</li> <li>*AE-C's preparing for recertification</li> <li>*Nurses</li> <li>*Respiratory Therapists</li> <li>*Physicians</li> </ul> </div>



## Program Outline Document 2017-2018

### AGENCY INFORMATION

**Contract #:** SI024

**Legal Entity:** American Lung Association in California

**Dept./Division:** N/A

**Project Name:** Asthma Educator Institute

**Address:** 333 Hegenberger Road, Suite 450  
Oakland, CA 94621

**Phone #:** 510-638-5864

**Website:** www.lung.org/california

**Fax #:** \_\_\_\_\_

**Program Site Address:** 441 MacKay Drive  
San Bernardino, CA 92408

**Client Referral Phone #:** 909-321-3288

### CONTACT INFORMATION

#### CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

**Name:** Olivia J. Diaz-Lapham

**Title:** President & Chief Executive Officer

**Address:** 333 Hegenberger Road, Suite 450  
Oakland, CA 94621

**Direct Phone #:** 310-359-6385

**Fax #:** 866-518-2054

**E-Mail:** Olivia.Gertz@lung.org

#### PROGRAM CONTACT

**Name:** Terry Roberts

**Title:** Executive Director

**Address:** 441 MacKay Drive  
San Bernardino, CA 92408

**Direct Phone #:** 909-321-3290

**Fax #:** 909-884-6249

**E-Mail:** Terry.Roberts@lung.org

#### FISCAL CONTACT

**Name:** Terry Roberts

**Title:** Executive Director

**Address:** 441 MacKay Drive  
San Bernardino, CA 92408

**Direct Phone #:** 909-321-3290

**Fax #:** 909-884-6249

**E-Mail:** Terry.Roberts@lung.org

**ADDITIONAL CONTACT (Describe):** Program

**Name:** Devin Arias **Title:** Community Engagement Manager

**Address:** 441 MacKay Drive **Direct Phone #:** 909-321-3289  
San Bernardino, CA 92408

**Fax #:** 909-884-6249

**E-Mail:** [Devin.Arias@lung.org](mailto:Devin.Arias@lung.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"/> <b>Health</b>             | <input type="checkbox"/> <b>Early Screening and Intervention</b><br><input type="checkbox"/> <b>Health Care Access</b><br><input type="checkbox"/> <b>Oral Health</b>  | <input type="checkbox"/> <b>Health &amp; Safety Education</b><br><input type="checkbox"/> <b>Other:</b><br><u>Asthma</u> |
| <input type="checkbox"/> <b>Education</b>          | <input type="checkbox"/> <b>Early Education Programs</b><br><input type="checkbox"/> <b>Access to Quality Child Care</b>   | <input type="checkbox"/> <b>Quality Provider Programs</b><br><input type="checkbox"/> <b>Other:</b><br><hr/>             |
| <input type="checkbox"/> <b>Family</b>             | <input type="checkbox"/> <b>Parent Education</b><br><input type="checkbox"/> <b>Resource Center &amp; Case Management</b>  | <input type="checkbox"/> <b>Other:</b><br><hr/>  |
| <input checked="" type="checkbox"/> <b>Systems</b> | <input type="checkbox"/> <b>Integrated Systems Planning &amp; Implementation</b><br><input type="checkbox"/> <b>Countywide Information Referral Systems</b><br><input checked="" type="checkbox"/> <b>Organizational Capacity Building</b> | <input type="checkbox"/> <b>Community Outreach</b><br><input type="checkbox"/> <b>Other:</b><br><hr/>                    |

**PROGRAM DESCRIPTION**

The Asthma Educator Institute (AEI) specifically targets licensed and unlicensed Health Care Providers that serve children 0-5. The goal for the program is to increase the number of medical professionals that follow the National Guidelines for the Treatment of Asthma in service to young children and their families.

The curriculum covers the content outlined in the National Asthma Educator Certification Board (NAECB) Candidate Handbook and includes case reviews, hands-on skills demonstration and practice. The outcomes for AEI are to build provider capacity and get more professionals certified to practice national guidelines for asthma care. The additional outcomes for AEI are geared towards changing medical behaviors related to asthma care as a practice.

**SERVICE AREA (LOCATIONS)**

Countywide

These objectives are designed to streamline the process of identifying signs of asthma and risk and ultimately result in a reduction to ER room visits.

The contract supports 40 registrations for healthcare professionals serving children 0-5 in San Bernardino county to attend training in preparation to take and pass the NAECB examination. Of the 40 healthcare professionals that attend the training, scholarships for up to 20 healthcare professionals to take the certification exam by June 1, 2018 will be provided.

Healthcare professionals, as a part of the registration award process, will need to meet the set criteria to qualify for either or both the award criteria to attend the course and to take the certification test. Criteria includes at minimum, that health professionals currently work at a hospital, clinic, healthcare setting, etc. and health professionals as a part of their work treat children 0-5 years of age. Awardees must be a healthcare professional, commit to attending the course and/or taking the exam.

**COMMISSION LEVEL OUTCOMES**

**SPA 2: Systems and Networks**

**Capacity Building:**

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

- **Objective 2.2.a:** Community organizations and groups are equipped to effectively serve children and families.
- **Objective 2.2.b:** Workforce is developed to effectively serve children and families.

**Expectations(s):** Licensed/unlicensed health care professionals that serve children 0-5 in San Bernardino County will commit to attend the Asthma Educator Institute training. A maximum of 20 registrations will be provided to licensed/unlicensed healthcare professionals serving children 0-5 who commit to taking the NAECB examination.

**Outcome(s):** 40 health care professionals will commit to attend the Asthma Educator Institute training (Aggregate) and 20 registrations will be provided to healthcare professionals to take the NAECB examination by June 1, 2018 (Aggregate).

**ASSIGNED ANALYST:** Ronnie S. Thomas

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**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Amount</b>
2017-2018	\$ 50,325
<b>Total</b>	<b>\$ 50,325</b>



**AGENDA ITEM 3**  
**JULY 12, 2017**

<b>Subject</b>	<p>“Help Me Grow” (HMG) contract with Loma Linda University Children’s Hospital (LLUCH) with shared fiscal responsibility between First 5 San Bernardino and First 5 Riverside.</p>
<b>Recommendations</b>	<p>Approve negotiations for a six-month planning contract with Loma Linda University Medical Center Children’s Hospital (LLUCH) in preparation to launch the “Help Me Grow” (HMG) Initiative regionally with shared financial responsibility between First 5 San Bernardino and First 5 Riverside. (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)</p>
<b>Financial Impact</b>	<p>Funding and budget recommendations have not yet been determined; however, will be brought before the Commission for approval along with the resulting contract at the August meeting.</p>
<b>Background Information</b>	<p>“Help Me Grow” (HMG) is not a direct service program, but rather a systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage. 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 system model of HMG 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 is the timeline of our efforts in preparation to the official launch of the HMG system regionally.</p> <ol style="list-style-type: none"><li>1. 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, 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.</li><li>2. In 2013, F5SB staff began participating in statewide and national learning summits, site visits, and webinars with advanced HMG partners and the HMG CA Coordinator to better grasp implementation strategies as it relates to San Bernardino County.</li><li>3. In 2014, F5SB staff received technical assistance from HMG CA on county implementation strategies and began conducting stakeholder interviews to develop lead partners for implementation.</li><li>4. 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. In 2015, F5SB staff also introduced HMG to the American Academy of Pediatricians (AAP) to build a referral relationship and identify a key champion for the HMG initiative.</li></ol>

5. In 2016, F5SB began regional partnerships with First 5 Riverside (F5R) and hired a consultant to determine the feasibility of developing a regional HMG system with shared resources.

Being designated as an affiliate and organizing entity allowed F5SB to partner with First 5 Riverside and together as a regional entity, to appoint a local lead partner to plan, develop, and implement the regional HMG system. The regional organizing entity is tasked with providing administrative and fiscal oversight and initially helps guide a local partner into a leadership role that will establish a framework to build the HMG system and make improvements as it evolves.

To date, F5SB and F5R have identified Loma Linda University Children's Hospital (LLUCH) as the "Lead Entity" and Inland Empire's key champion to lead the regional implementation effort of the Help Me Grow initiative. Designating a stable "Lead Entity" is essential for regional HMG system building and sustainability.

The HMG lead entity is responsible for the planning, implementation, and sustainability of the four core components of HMG in order to launch the system successfully keeping the fidelity of the model.

The four core components of the HMG system are:

- Centralized telephone access point for connection of children and their families to services and care coordination.
- Community outreach to promote the use of HMG and to provide networking opportunities among families and service providers.
- Child health care provider outreach to support early detection and early intervention.
- Data collection and analysis to understand all aspects of the HMG system, including the identification of gaps and barriers.

This negotiated planning contract, as a joint venture between F5SB and F5R, will designate LLUCH as the HMG lead entity. F5SB and F5R are developing the contractual agreement to share responsibility for this regional implementation of HMG. These agreements will be brought before our Commissions for approval along with the recommended planning contract with LLUCH. Staff from both First 5 Commissions will work collaboratively to provide the oversight and technical assistance to LLUCH to launch the HMG system, measure and report outcomes, identify any gaps in service to children 0-5, and sustain the system.

Help Me Grow is currently being replicated in 23 states nationwide and 16 counties statewide with the intent to promote the development and expansion of a national network to all 50 states and all 58 counties. The intent is to develop goals and strategies to help policymakers and other key stakeholders understand the gaps in available support and services and to know how best to ensure adequate capacity and sustainability to meet the needs of children and their families in San Bernardino and Riverside county.

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Pending Commission approval, F5 staff will begin negotiations for a six-month planning contract with LLUCH to launch the HMG Initiative with shared fiscal responsibility with F5R.

This contract supports SPA 2 of F5SB's Strategic Plan specifically, and Objective Activities for 2.1a, 2.1b:

**SPA 2: 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 2.1.a**

Systems and services effectively support and engage children, families and communities.

Identify and strategically align resources countywide.

**Objective 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.

**Review**

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Sophie Akins, Commission Counsel

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<b>Report on Action as taken</b>	
<b>Action:</b>	
<b>Moved:</b> _____	<b>Second:</b> _____
<b>In Favor:</b>	
<b>Opposed:</b>	
<b>Abstained:</b>	
<b>Comments:</b> _____	
<b>Witnessed:</b>	



**AGENDA ITEM 4**  
**JULY 12, 2017**

<b>Subject</b>	Contract with Social Entrepreneurs, Inc. (SEI) to assist in the continued facilitation and ongoing capacity building efforts.
<b>Recommendations</b>	Approve Contract IC033 with Social Entrepreneurs, Inc., (SEI) in the total amount of \$921,330 for Fiscal Years 2017-2020 to provide ongoing technical assistance to providers and the Inland Empire Community Collaborative (IECC) in an effort to sustain capacity building in San Bernardino County. (Presenter: Mary Jaquish, Supervisor, 252-4254)
<b>Financial Impact</b>	\$921,330 for Fiscal Years 2017-2020.
<b>Background Information</b>	<p>Since 2010, SEI has provided capacity-building services to First 5 San Bernardino (F5SB) and agencies serving children 0 to 5 throughout San Bernardino County. Two successful projects led by SEI have been F5SB's Capacity Building Academy (CBA) and, most recently, F5SB's Capacity Building Continuum (CBC). Graduating agencies from the CBA formed an association among themselves, formalizing their membership four years ago, creating the Inland Empire Community Collaborative (IECC). To date, 31 organizations completed the Capacity Building Academy.</p> <p>In 2012, SEI began providing support to the IECC through coaching, fund development support, and the establishment of a business plan for the organization. In 2016, the IECC was incorporated as a 501 (c) (3) and currently has an active membership of 16 diverse organizations derived from the Capacity Building Academy. Its mission is to make a collective impact in its related communities through collaboration, leveraging and resource development.</p> <p>On August 7, 2014, the Commission approved release of the Capacity Building Continuum Project Request for Qualifications (RFQ 14-01). Over the years, there has been an increased investment in capacity building by First 5 Commissions as well as other funders nationwide. F5SB will continue to analyze the landscape and identify opportunities to deepen the impact of capacity building assistance to agencies.</p> <p>Pursuant to Procurement Policy 04-04 A4 F5SB uses limited financial resources in the most effective and efficient manner possible. SEI has clearly demonstrated identifiable success as contractor for capacity building efforts in San Bernardino County. F5SB's rationale in exercising selected procurement for this service is as a result of the success SEI has accomplished.</p> <p>SEI has demonstrated expertise and experience in capacity building processes within a collaborative setting; facilitation of training workshops; and delivery of nonprofit, government and school-based technical assistance. The build-up of the IECC over the last six years makes SEI the ideal candidate to continue the work of local capacity with our non-profit community.</p> <p>In alignment with the F5SB Strategic Plan, SEI has the administrative and fiscal capability to provide and manage the proposed services and possesses strong knowledge of collective impact strategies in building up non-profits who serve children 0-5 and their families.</p>



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This recommendation proposes that SEI continue as the project consultant to preserve the efforts of the Capacity Building Academy and subcontracting with the IECC to provide local agencies with a multi-pronged approach to capacity building that goes beyond one-time group training. Further, SEI will help build the infrastructure of IECC to position IECC to be the capacity building support for nonprofits.

In addition to working one on one with agencies and advancing the IECC to become the local expert on capacity training, SEI will continue to provide:

- Nonprofit Resource Supports
- San Bernardino Nonprofit Report
- Foundation Funding Opportunities Report for the Inland Empire
- Grant Opportunities Bulletin and,
- Assist IECC with fund raising, event planning and coaching support for the IECC coordinator.

SEI through a sub-contract with IECC will support First 5 San Bernardino's capacity building efforts as follows:

- Assistance with monthly meeting facilitation
- Grant writing
- Non Profit Bulletin Promotion
- Grant proposal reviews
- Review of sustainability plans for participating agencies, and
- THRIVE Capacity Building Conference

Pending Commission approval, SEI, together with IECC, will create positive outcomes for agencies serving children ages 0 to 5 throughout San Bernardino County.

**Review**

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Sophie Akins, Commission Counsel

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<b>Report on Action as taken</b>	
<b>Action:</b>	
<b>Moved:</b> _____	<b>Second:</b> _____
<b>In Favor:</b>	
<b>Opposed:</b>	
<b>Abstained:</b>	
<b>Comments:</b> _____	
<b>Witnessed:</b>	

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

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/> New	Vendor Code SOCIALE995			<b>SC</b>	Dept. 903	<b>A</b>
<input type="checkbox"/> Change						Contract Number IC033
<input type="checkbox"/> Cancel						
Organization Children and Families Commission				Dept. 903	Orgn. PROG	Contractor's License No.
Commission Representative Cindy Faulkner, Operations Manager				Telephone 909-386-7706		Total Contract Amount \$ 921,330
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 13, 2017		Contract End Date June 30, 2020		Original Amount \$ 921,330
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	PROG	300	3357	SNCABY18	\$347,084
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D
First 5 Capacity Building				17-18	\$347,084	---
Systems Strengthening				18-19	\$311,039	---
				19-20	\$263,207	---

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)

Social Entrepreneurs, Inc. \_\_\_\_\_

Department/Division \_\_\_\_\_

Address \_\_\_\_\_

6548 South McCarran Blvd., Suite B \_\_\_\_\_

Reno, NV 89509 \_\_\_\_\_

Phone \_\_\_\_\_

(775) 324-4567 \_\_\_\_\_

Federal ID No. \_\_\_\_\_

86-0847995 \_\_\_\_\_

Program Address (if different from legal address): \_\_\_\_\_

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

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

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

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

**Auditor-Controller/Treasurer Tax Collector Use Only**

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

- I. CONTRACTOR'S SERVICE RESPONSIBILITIES ..... 3
- II. CONTRACTOR'S GENERAL RESPONSIBILITIES..... 3
- III. COMMISSION RESPONSIBILITIES ..... 10
- IV. FISCAL PROVISIONS ..... 10
- V. RIGHT TO MONITOR AND AUDIT ..... 12
- VI. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION..... 13
- VII. TERM..... 14
- VIII. GENERAL PROVISIONS ..... 14
- IX. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS..... 15
- X. IMPROPER CONSIDERATION..... 15
- XI. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS..... 16
- XII. CONCLUSION ..... 17
- PROJECT SCOPE OF WORK ..... Attachment A**
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- PROJECT SUSTAINABILITY APPROACH ..... Attachment D**
- PROJECT OUTLINE ..... Attachment E**

## I. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall deliver services for First 5 Capacity Building Systems Strengthening detailed in the Project Scope of Work (**Attachment A**).
- B. Contractor shall provide adequate staff for the satisfactory and timely completion of project deliverables. The Commission reserves the right to approve the assignment or re-assignment of all key staff roles as identified in Attachment A. Contractor will notify the Commission of any changes of staff assigned to the project.
- C. Contractor shall coordinate with any consultant, technical advisor, committee or appropriate agencies designated by the Commission to support First 5 Capacity Building Systems Strengthening.
- D. Contractor agrees to attend and participate in all meetings relative to First 5 Capacity Building Systems Strengthening as requested.
- E. Contractor shall immediately notify the Commission of any reason, problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract and provide specification of any change required.

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## II. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Performance

Contractor will provide all services and perform all activities identified in Attachment A of this Contract and will administer the project in a manner acceptable to the Commission.

It is understood that the Contractor has the skills, experience and knowledge necessary to perform the work agreed to be performed under this Contract, and that the Commission relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent and safe manner. Acceptance by the Commission of the work to be performed under this Contract does not operate as a release of said Contractor from the responsibility for the work performed.

It is further understood and agreed that the Contractor is apprised of the scope of work to be performed under this Contract and the Contractor agrees that said work can and shall be performed in a fully competent and safe manner.

### B. Contractor Capacity

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

### C. Contract Assignability

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

### D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the

Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

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

#### K. Responsiveness

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

#### L. Grievance Policy

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

#### M. Confidentiality

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

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

#### N. 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. 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.

or

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.

O. Licenses and Permits

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

P. Health and Safety

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

Q. 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.

R. Americans with Disabilities Act

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

S. Attorney's Fees

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

T. 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.

U. Attribution

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

V. 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.

W. 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.

Report requirements include, but are not limited to and subject to change, the following:

▪ Project Reports

Contractor shall submit a final internal report of lessons learned including: recommendations for follow-up with agencies, an outline of next steps, and evaluating the success of the Capacity Continuum Project, unless otherwise requested by the Commission.

▪ Fiscal Reports

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

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

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

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X. Environmental Regulations

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

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

Y. 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.

Z. Recycled Paper Products

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

**III. COMMISSION RESPONSIBILITIES**

- A. Monitor and evaluate the performance of Contractor in meeting terms of the contract and the quality and effectiveness of services provided, based on criteria determined by Commission, as delineated in this contract.
- B. Compensate Contractor for approved expenses in accordance with Section IV 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 Executive Director, on behalf of the Commission, may approve any changes or modifications to the Scope of Work that do not alter the overall purpose or cost of this Contract. Any request for a change or modification must be submitted in writing to the Commission and may not be implemented without prior written approval.
- F. 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.

**IV. FISCAL PROVISIONS**

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$921,330 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2017-18	<u>\$ 347,084</u>	July 13, 2017 through June 30, 2018
Fiscal Year 2018-19	<u>\$ 311,039</u>	July 1, 2018 through June 30, 2019
Fiscal Year 2019-20	<u>\$ 263,207</u>	July 1, 2019 through June 30, 2020

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B. Payment Provisions

The Commission will disburse funds on a fee for service/reimbursement payment process based on the contract budget amount for the applicable fiscal year.

Reimbursements under this Contract will be limited to the obligations and expenditures specified in the Project Budget, included in Attachment B.

Reimbursement will be limited to items as included in the Budget or as an approved modification and will not be provided for any charge resulting from an error, oversight or omission by Contractor.

Contractor will provide invoices monthly to the Commission within fifteen (15) working days of the month following services performed. The Commission reserves the right to disallow expenditures if the corresponding invoice is not provided to the Commission within sixty (60) days following the month in which services were performed.

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 – Project 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 Operations Manager.

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

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E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

## G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the project services and deliverables 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%.

## 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 II, subdivision N (Indemnification and Insurance Requirements).

## K. 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.

## V. 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

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shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

**B. Availability of Records**

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

Project data shall be retained 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. 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).

**VI. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the

Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

## VII. TERM

- A. This Contract is effective commencing July 13, 2017 and expires June 30, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VI of this Contract.

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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2020 is contingent on a Project Scope of Work and a Project Budget being submitted by Contractor and approved by the Commission in the form of an amendment to this contract. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

## VIII. 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:** Social Entrepreneurs, Inc.  
6548 South McCarran Blvd., Suite B  
Reno, NV 89509

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

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

from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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

## **IX. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

### **A. Equal Employment Opportunity Program**

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

### **B. Civil Rights Compliance**

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

## **X. IMPROPER CONSIDERATION**

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

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

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission Administrative



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

## **XI. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

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

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

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

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*continued on next page*

**XII. CONCLUSION**

- A. This Contract, consisting of 17 pages and Attachments A, B, C, D and E inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B, C, D and E 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

SOCIAL ENTREPRENEURS, INC.

Legal Entity

▶  
\_\_\_\_\_  
Authorized Signature

Maxwell Ohikhuare, M.D.  
\_\_\_\_\_  
Printed Name

Commission Chair  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

▶  
\_\_\_\_\_  
Authorized Signature

Kelly Marschall  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for  
Signature

▶  
\_\_\_\_\_  
Cindy Faulkner  
Operations Manager

▶  
\_\_\_\_\_  
Sophie Akins  
Commission Counsel

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\_\_\_\_\_  
Karen E. Scott  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment A. Detailed Project Work Plan

A detailed work plan is provided below showing the individual tasks that are envisioned in order to fulfill all aspects of the project scope and approach described in the proposal. The estimated hours required and target timeframes for each task are also provided; hours are divided according to type of resource. The timeframes assume that work can start on July 13, 2017.

### Year One – 2017-18

#### DETAILED WORK PLAN - YEAR 1

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
<b>PHASE 1: Research and Development</b>								
1	SEI conducts high level research of the grant bulletin	July 2017 - June 2018				120		10 hours per month
2	SEI provides editing of the grant bulletin	July 2017 - June 2018		72				6 hours per month
3	IECC provides research of the bulletin (A)	July 2017 - June 2018			60			5 hours per month
4	IECC provides writing of the bulletin (A)	July 2017 - June 2018			120			10 hours per month
5	IECC conducts outreach to nonprofits on a monthly basis to publicize opportunities of interest to local nonprofits (A)	July 2017 - June 2018			60			5 hours per month
6	SEI researches capacity building best practices for toolkits	July 2017		4		24		
7	SEI revises all toolkits to reflect the latest research on topics	August 2017		12		20		
8	SEI GSR revised toolkits	September 2017	15					
9	IECC reviews case studies and provides examples from IECC to illustrate tools in the toolkit (B)(C)	August 2017		12				
10	IECC meet with SEI to share case study results for toolkit	August 2017		6	6			
11	SEI Research on Outcomes and Evaluation	July 2017	2			8		ALW 1
12	SEI develops toolkit on Outcomes and Evaluation	August 2017		12				
13	SEI GSR toolkit on Outcomes and Evaluation	August 2017	2					
14	SEI delivers Outcomes and Evaluation toolkit at Thrive 2017	October 2017	2					
15	IECC selects topics for annual conference (C)	July 2017	1		1			
16	IECC directs SEI on conference materials (A)(B)(C)	July 2017	4		2			

**DETAILED WORK PLAN - YEAR 1**

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
	Travel time during the phase		6					
	Subtotal for phase - hours		32.0	118.0	249.0	172.0	0.0	
	Subtotal for phase - professional fees		\$5,075	\$17,110	\$13,695	\$12,900	\$0	

PHASE 2: Train the Trainer								
17	SEI compiles materials to solicit applications for CBA participants	September 2017	4					
18	SEI GSR materials to solicit applications for CBA participants	September 2017	2					
19	SEI prepares agenda for CBA participant selection training	October 2017		2				
20	SEI trains IECC on how to solicit, evaluate and select CBA participants	August 2017	8					
21	IECC trained by SEI on how to solicit, evaluate and select CBA participants	August 2017			16			Implementation and IECC Coordinators in attendance
22	IECC conducts outreach and promote the CBA (C)	September 2017 - October 2017			4			All IECC with some paid time
23	IECC issues invitations for CBA (D)	September 2017 - October 2017			1			electronically and via flyers
24	IECC reviews CBA applications (C)	November 2017						IECC meeting so no hours reflected here
25	IECC selects CBA participants (C)	November 2017			16			Implementation and IECC Coordinators in attendance
26	IECC communications results with all CBA applicants (A)	November 2017	2		5			.5 hours per participant to reach out and notify
27	SEI compiles materials for training IECC for conducting OCAT training	November 2017	8	2				
28	SEI GSR materials for training IECC for conducting OCAT training	November 2017	2					
29	SEI prepares agenda for training IECC for conducting OCAT training	November 2017	1					
30	SEI trains IECC for conducting OCAT training	November 2017	8					

## DETAILED WORK PLAN - YEAR 1

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
31	SEI assists nonprofits in OCAT completion (2018)	December 2017		20				Estimated 2 hours per participant x 10 participants
32	IECC trained by SEI for conducting OCAT training	November 2017			24			Implementation, Infrastructure and IECC Coordinators in attendance
33	IECC trains nonprofits in OCAT completion (C)	December 2017			20			Estimated 2 hours per participant x 10 participants
34	SEI develops templates for participants' CA plans	November 2017		4		15		
35	SEI GSR templates for participants' CA plans	November 2017	6					
36	SEI prepares agenda for training IECC on completion of CA Plans based on OCAT results	November 2017		2				
37	SEI trains IECC on completion of CA plans based on OCAT results	December 2017	8					
38	SEI edits CA Plans	December 2017		20				
39	SEI GSR CA Plans	December 2017	10					
40	IECC drafts content for CA plans (A)(B)(C)	December 2017			80			8 hours per CA Plan x 10 participants
41	IECC trained by SEI on CA plan completion based on OCAT results	December 2017			24			Implementation, Infrastructure and IECC Coordinators in attendance
42	IECC prepares agenda to discuss CA plans with nonprofit (A)(B)(C)	January 2018			10			
43	IECC discusses CA Plans with nonprofit and validates priorities (A)(B)(C)	January 2018			20			
44	IECC documents results into CA Plan (A)(B)(C)	January 2018			20			2 hours per participant x 10 participants
45	IECC GSR revised CA Plan (A)(B)(C)	January 2018			10			1 hour per participant x 10 participants
46	IECC delivers final CA Plan to nonprofit (A)(B)(C)	January 2018			10			

## DETAILED WORK PLAN - YEAR 1

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
47	SEI updates base sustainability planning curriculum with facilitator notes and handbook	November 2017 - December 2017		60		20		Research Associate to set up file structure and save most recent versions into new folder with agenda, evaluation, participant list, evaluation PPT handout, worksheets
48	SEI revises sustainability planning curriculum based on IECC feedback	November 2017 - January 2018	4	16	16	24		
49	SEI sets up meeting with IECC trainers for delivery of curriculum	December 2017		4	4			
50	SEI coaches IECC trainers on delivery of curriculum in advance of workshops	December 2017 - June 2018	56					
51	IECC develops calendar for sustainability planning (A)	December 2017			12			Implementation, Infrastructure and IECC Coordinators in attendance
52	IECC manages registration for sustainability planning (B)(D)	December 2017 - June 2018			32			4 hours per event x 8 events
53	IECC manages catering and packets for sustainability planning (B)(D)	December 2017 - June 2018			24			2 hours per event x 8 events
54	IECC delivers workshop contents for sustainability planning (C)	December 2017 - June 2018			168			Implementation, Infrastructure and IECC Coordinators in attendance
55	IECC coached by SEI for delivery of curriculum	December 2017 - June 2018			120			Implementation, Infrastructure and IECC Coordinators in attendance
56	IECC provides feedback to SEI on changes to curriculum for sustainability planning (C)	November 2017		10	20			
57	SEI drafts templates for sustainability plans	December 2017		20				2 hours per plan x 10 plans
58	SEI develops tutorial on principles for effective writing of sustainability plans	November 2017 - December 2017		20				
59	SEI develops workbook on participants' sustainability plans based on approved curriculum	November 2017 - December 2017	10	10				

## DETAILED WORK PLAN - YEAR 1

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
60	SEI provides training to IECC coaches assigned to CBA participants on principles for effective writing and use of the workbook	November 2017 - December 2017		8				
61	SEI assists in development of content at CBA	December 2017 - June 2018	96					Travel computed in task 50, includes allowance to meet with First 5 and IECC individual members as available while in San Bernardino
62	SEI allowance to development additional worksheets based on emerging issues and conditions	December 2017 - June 2018		40				
63	SEI conducts training with IECC coaches on additional worksheets prior to workshop 5 and 6	December 2017 - June 2018		16				
64	IECC documents CBA results into sustainability plan templates (A)(B)(C)	December 2017 - June 2018			160			20 hours per month x 8 months
65	IECC discusses CBA results with nonprofits (A)(B)(C)	December 2017 - June 2018			40			4 hours total x 10 participants
66	IECC revises sustainability plans based on nonprofits' feedback (A)(B)(C)	December 2017 - June 2018			40			4 hours total x 10 participants
67	SEI edits contents of sustainability plans	December 2017 - June 2018		40				4 hours total x 10 participants
68	SEI GSR sustainability plans	December 2017 - June 2018	20					2 hours total x 10 participants
69	IECC delivers draft sustainability plan to nonprofits (A)(B)(C)	June 2018			24			Implementation, Infrastructure and IECC Coordinators in attendance
70	SEI creates facilitator notes for 2 ALW presentations to include agenda, PowerPoint handouts with notes	July 2017 - June 2018	10	30		20		Some ALW materials will be updated for THRIVE based on topics selected by IECC, others will be developed throughout 17-18 to prepare for year 2
71	SEI GSR notes for 2 ALW presentation for agenda and PowerPoint handouts with notes	July 2017 - June 2018	5					
72	SEI schedules meeting to coach IECC on delivery of ALW	February 2018 and May 2018		4				First ALW: March 2018, Second June 2017





## DETAILED WORK PLAN - YEAR 1

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
86	IECC facilitates meetings at THRIVE conference (A)(B)	October 2017			32			
87	IECC provides set-up and day of host support at THRIVE conference (C)	October 2017			24			
88	IECC sets up systems and conducts registration of the THRIVE conference (C)	July 2017 - October 2017	16		8			Infrastructure Coordinator and SEI Operations Manager
89	SEI provides support and consultants to help plan for THRIVE conference	July 2017 - October 2017	12					
90	SEI provides support and consultants to help set-up THRIVE conference	October 2017	6	6				
91	SEI provides support and consultants to help present at THRIVE conference	October 2017	16	8				
92	SEI provides infrastructure and accounting support for THRIVE conference	July 2017 - October 2017	32					
93	IECC manages conference materials for THRIVE conference (A)(B)	July 2017 - October 2017			20			
94	IECC secures venue for THRIVE conference (A)	July 2017			4			
95	IECC negotiates rates for THRIVE conference (A)	July 2017			2			
96	IECC conducts outreach for THRIVE conference (C)	July 2017 - October 2017			8			
97	IECC finds speakers for THRIVE conference (C)	July 2017 - October 2017			8			
98	IECC manages registration for THRIVE conference (A)	July 2017 - October 2017			8			
99	IECC secures sponsors for THRIVE conference (C)	July 2017 - October 2017			12			
100	IECC secures vendors for THRIVE conference (B)	July 2017 - October 2017			12			
101	IECC creates brochures for THRIVE conference (A)(B)(C)(D)	July 2017		8	8			
102	IECC presents at annual THRIVE conference (A)(B)(C)(D)	October 2017			24			
103	SEI attends other IECC activities to support grant development and financial sustainability	September 2017, February 2018, April 2018	12	12				Includes travel time for in person support
104	SEI provides coaching on IECC activities	July 2017 - June 2018		32		40		Allowance for on demand support to IECC estimated at 6 hours per month from a combination of SEI resources



**DETAILED WORK PLAN - YEAR 1**

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
Subtotal for phase - professional fees			\$22,400	\$9,570	\$24,090	\$15,300	\$0	

PHASE 4: Ongoing Coordination and Communication								
118	Allowance for communication and coordination between IECC and SEI related to accounting, infrastructure, policies and procedures	July 2017 - June 2018	50		100			Half of the implementation coordinator allocated hours will be focused on infrastructure development of the IECC including the transition of quick books and adoption of policies and procedures. Those hours are accounted for here
119	Allowance for SEI communication with First 5 and internal team meetings organization and preparation	July 2017 - June 2018	40	10		10		20 hours throughout the year to communicate with First 5 and allowance for 2 principles, 1 manager and 1 research associate to comment for 1 hour per month x 10 months

Travel time during the phase								
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Subtotal for phase - hours	90	10	100	10	0
Subtotal for phase - professional fees	\$15,750	\$1,450	\$5,500	\$750	\$0

**YEAR 1 TOTALS**

	Total	By Resource				
Hours	3,372.0	566.0	570.0	1,771.0	465.0	0.0
Professional fees	\$307,635	\$95,025	\$80,330	\$97,405	\$34,875	\$0

Year Two – 2018-19

**DETAILED WORK PLAN - YEAR 2**

Task #	Description	Timeframe	Principal	Manager	Hours IECC	Research	Support	Notes
<b>PHASE 1: Research and Development</b>								
1	SEI conducts high level research of the grant bulletin	July 2018 - June 2019				120		10 hours per month
2	SEI provides editing of the grant bulletin	July 2018 - June 2019		48				4 hours per month
3	IECC provides research of the bulletin (A)	July 2018 - June 2019			60			5 hours per month
4	IECC provides writing of the bulletin (A)	July 2018 - June 2019			120			10 hours per month
5	IECC conducts outreach to nonprofits on a monthly basis to publicize opportunities of interest to local nonprofits (A)	July 2018 - June 2019			72			5 hours per month
6	SEI researches updates in capacity building best practices for toolkits	July 2018	2			12		
7	SEI updates core values in capacity building and researches and develops 2 new ALW topics and develops toolkits for IECC based on their priorities	August 2018, February 2019, May 2019	6	20		32		
8	SEI GSR revised toolkits	September 2018	7.5					2.5 hours per toolkit x 3 toolkits
9	IECC reviews case studies and examples from IECC to illustrate tools in the toolkit (B)(C)	August 2018		6				2 hours per toolkit x 3 toolkits
10	IECC meet with SEI to share case study results for toolkit	August 2018		6	6			1 hour per toolkit for SEI and IECC each every other month
11	SEI supports the IECC by updating conference materials for 2018-19	July 2018		4				
12	SEI supports the IECC by GSR conference materials for 2018-19	August 2018		12				
13	IECC selects topics for annual conference (C)	August 2018			2			
14	IECC directs SEI on conference materials (A)(B)(C)	October 2018			2			

Travel time during the phase			6				
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Subtotal for phase - hours	15.5	102.0	262.0	164.0	0.0
Subtotal for phase - professional fees	\$2,713	\$14,355	\$14,410	\$12,300	\$0

**PHASE 2: Train the Trainer**

## DETAILED WORK PLAN - YEAR 2

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
15	SEI compiles materials to solicit applications for CBA participants based on previous year process and improvements	September 2018	1					
16	SEI GSR materials to solicit applications for CBA participants	September 2018	2					
17	SEI prepares agenda for CBA participant selection training	October 2018		2				
18	SEI conducts follow-up training and engages new members of the IECC on how to solicit, evaluate and select CBA participants	August 2018	2					via webinar
19	IECC conducts outreach and promote the CBA (C)	August 2018			16			Implementation and IECC Coordinators in attendance
20	IECC issues invitations for CBA	September - October 2018			4			Electronically and via flyers
21	IECC reviews CBA applications (C)	September - October 2018			24			
22	IECC selects CBA participants (C)	November 2018						IECC meeting so no hours reflected here
23	IECC communicates results with all CBA applicants (A)	November 2018			5			.5 hours per participant to reach out and notify
24	SEI assists IECC in analysis and results for OCATS (2019)	November 2018		10				Estimated 1 hour per OCAT
25	IECC trains nonprofits in OCAT completion (C)	November 2018			24			
26	IECC assists nonprofits in OCAT completion (C)	November 2018			20			Estimated 2 hours per participant x 10 participants
27	SEI develops templates for participants' CA plans	November 2018				20		Estimated 2 hours per participant x 10 participants
28	SEI GSR templates for participants' CA plans	November 2018		5				Estimated .5 hour per CA plan
29	SEI updates agenda for training IECC on completion of CA plans based on OCAT results and IECC feedback	December 2018		4				
30	SEI trains new IECC members and refreshes other members on completion of CA plans based on OCAT results	November 2018	8		24			Implementation, Infrastructure and IECC Coordinators in attendance
31	SEI edits CA plans	December 2018		10		20		Estimated 2 hours per participant x 10 participants with review by SEI manager

## DETAILED WORK PLAN - YEAR 2

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
32	SEI GSR CA plans	November 2018		12				
33	IECC drafts content for CA plans (A)(B)(C)	November 2018			40			
34	IECC prepares agenda to discuss CA plans with nonprofit (A)(B)(C)	November 2018			4			
35	IECC discusses CA plans with nonprofit and validates priorities (A)(B)(C)	December 2018			40			
36	IECC documents results into CA plan (A)(B)(C)	December 2018			20			
37	IECC GSR revised CA plan (A)(B)(C)	December 2018	10		20			SEI to review final and provide feedback to IECC on how to execute GSR
38	IECC delivers final CA plan to nonprofit (A)(B)(C)	December 2018			80			
39	SEI updates sustainability planning curriculum with facilitator notes and handbook	December 2018		4		20		Task linked with 40
40	SEI revises sustainability planning curriculum based on IECC feedback	December 2018			10			
41	SEI sets up meeting with IECC trainers for delivery of curriculum in advance workshops	December 2018			20			
42	SEI coaches IECC trainers on delivery of curriculum in advance of workshops	December 2018		12				
43	IECC develops calendar for sustainability planning (A)	December 2018		2	4			
44	IECC manages registration for sustainability planning (B)(D)	December 2018 - June 2019			12			1.5 hour per month x 10 sessions
45	IECC manages catering and packets for sustainability planning (B)(D)	December 2018 - June 2019			5			5 hour per month x 10 sessions
46	IECC delivers workshop contents for sustainability planning (C)	December 2018 - June 2019			168			Implementation, Infrastructure or IECC Coordinators in attendance based on calendar
47	IECC coached by SEI for delivery of curriculum	December 2018 - June 2019			60			
48	IECC provides feedback to SEI on changes to curriculum for sustainability planning (C)	December 2018 - June 2019		10	20			
49	SEI updates tutorial on principles for effective writing of sustainability plans based on IECC debrief and feedback	December 2018		8	4			

## DETAILED WORK PLAN - YEAR 2

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
50	SEI updates workbook on participants' sustainability plans based on approved curriculum	December 2018 - June 2019		8				
51	SEI provides training to IECC coaches assigned to CBA participants on principles for effective writing and use of the workbook	December 2018 - June 2019		8	24			Implementation, Infrastructure and IECC Coordinators in attendance
52	SEI drafts templates for sustainability plans	December 2018 - June 2019		10		20		Implementation, Infrastructure and IECC Coordinators in attendance
53	SEI assists in development of content at CBA	December 2018 - June 2018	64					8 CBA sessions estimated at 8 hours each
54	SEI allowance to develop additional worksheets based on emerging issues and conditions	November 2018		10				
55	SEI conducts training with IECC coaches on additional worksheets prior to workshop 5 and 6	December 2018		8	24			
56	IECC documents CBA results into sustainability plan templates (A)(B)(C)	November 2018 - December 2018			160			16 hours per participant x 10 participants
57	IECC discusses CBA results with nonprofits (A)(B)(C)	November 2018 - December 2018			40			4 hours per participant x 10 participants
58	IECC revises sustainability plans based on nonprofits' feedback (A)(B)(C)	November 2018 - December 2018			40			4 hours per participant x 10 participants
59	SEI edits contents of sustainability plans	December 2018 - June 2019	15			40		4 hours per participant x 10 participants
60	SEI GSR sustainability plans	December 2018 - June 2019	20					2 hours per plan x 10 participants
61	IECC delivers final sustainability plan to nonprofits (A)(B)(C)	December 2018 - June 2019			40			4 hours per participant x 10 participants
62	SEI Provides train the trainer sessions on 3 additional ALW	December 2018 - June 2018	24					
63	IECC promotes ALW (A)(B)	December 2018 - June 2018			12			4 hours total x 3 ALW
64	IECC schedules ALW (A)(B)	December 2018 - June 2018			6			2 hours total x 3 ALW
65	IECC manages registration for ALW (A)(B)	December 2018 - June 2018			6			2 hours total x 3 ALW





## DETAILED WORK PLAN - YEAR 2

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
78	SEI provides support and consultants to help set-up THRIVE conference	October 2018	8	4				
79	SEI provides support and consultants to help present at THRIVE conference	October 2018	16	8				
80	SEI provides infrastructure and accounting support for THRIVE conference	July 2018 - October 2018		12				
81	IECC manages conference materials for THRIVE conference (A)(B)	July 2018 - October 2018			20			
82	IECC secures venue for THRIVE conference (A)	October 2018			6			
83	IECC negotiates rates for THRIVE conference (A)	October 2018			4			
84	IECC conducts outreach for THRIVE conference (C)	July 2018 - October 2018			24			
85	IECC finds speakers for THRIVE conference (C)	July 2018 - October 2018			12			
86	IECC manages registration for THRIVE conference (A)	July 2018 - October 2018			12			
87	IECC secures sponsors for THRIVE conference (C)	July 2018 - October 2018			20			
88	IECC secures vendors for THRIVE conference (B)	July 2018 - October 2018			20			
89	IECC creates brochures for THRIVE conference (A)(B)(C)(D)	July 2018			12			
90	IECC presents at annual THRIVE conference (A)(B)(C)(D)	July 2018			36			
91	SEI attend IECC activities	September 2018, February 2019, April 2019	18	18				Includes travel time for in person support
92	SEI provide coaching on IECC activities	July 2018 - June 2019		48		48		Allowance for on demand support to IECC estimated at 6 hours per month from a combination of SEI resources
93	SEI provide support on IECC activities	July 2018 - June 2019		32		40	12	Allowance for grant writing support estimated at 2 hours per month for IECC to direct SEI and 7 hours per month for SEI to develop grants and templates for IECC
94	IECC conducts community outreach (A)(B)(C)	July 2018 - June 2019			48			4 hours per month x 12 months



**DETAILED WORK PLAN - YEAR 2**

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
106	Allowance for communication and coordination between IECC and SEI related to accounting, infrastructure, policies and procedures	July 2018 - June 2019	25		120			Half of the implementation coordinator allocated hours will be focused on infrastructure development of the IECC including the transition of quick books and adoption of policies and procedures. Those hours are accounted for here
107	Allowance for SEI communication with First 5 and internal team meetings organization and preparation	July 2018 - June 2019	40	10	40	10		20 hours throughout the year to communicate with First 5 and allowance for 2 principles, 1 manager and 1 research associate to comment for 1 hour per month x 10 months with IECC Coordinator participating in all communication

Travel time during the phase							
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Subtotal for phase - hours	65.0	10.0	160.0	10.0	0.0
Subtotal for phase - professional fees	\$11,375	\$1,450	\$8,800	\$750	\$0

**YEAR 2 TOTALS**

	Total	By Resource				
Hours	2,783.0	425.5	388.0	1,689.5	268.0	12.0
Professional fees	\$275,470	\$70,263	\$64,815	\$107,333	\$32,400	\$660



**DETAILED WORK PLAN - YEAR 3**

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
16	SEI GSR materials to solicit applications for CBA participants	September 2019				4		
17	SEI prepares agenda for CBA participant selection training	October 2019				4		
18	SEI trains IECC on how to solicit, evaluate and select CBA participants	August 2019		2		4		Via teleconference
19	IECC conducts outreach and promote the CBA (C)	August 2019			16			Implementation and IECC Coordinators in attendance
20	IECC issues invitations for CBA	September 2018 - October 2019			4			Electronically and via flyers
21	IECC reviews CBA applications (C)	September 2018 - October 2019			24			
22	IECC selects CBA participants (C)	November 2019						IECC meeting so no hours reflected here
23	IECC communicates results with all CBA applicants (A)	November 2019			5			.5 hours per participant to reach out and notify
24	SEI reviews IECC analysis and results for OCATS (2020)	November 2019	2					
25	IECC trains nonprofits in OCAT completion (C)	November 2019			24			
26	IECC assists nonprofits in OCAT completion (C)	November 2019			40			Estimated 4 hours per participant x 10 participants
27	SEI develops templates for participants' TA plans	November 2019				20		Estimated 2 hours per participant x 10 participants
28	SEI GSR templates for participants' TA plans	November 2019		10				Estimated 1 hour per CA plan
29	SEI prepares agenda for training IECC on completion of TA plans based on OCAT results	December 2019		4				
30	SEI trains IECC on completion of TA plans based on OCAT results	November 2019	8		24			Implementation, Infrastructure and IECC Coordinators in attendance
31	SEI edits TA Plans	December 2019				20		
32	SEI GSR TA Plans	November 2019		10				
33	IECC drafts content for TA plans (A)(B)(C)	November 2019			60			Estimated 6 hours per participant x 10 participants
34	IECC prepares agenda to discuss TA plans with nonprofit (A)(B)(C)	November 2019			4			

### DETAILED WORK PLAN - YEAR 3

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
35	IECC discusses TA plans with nonprofit and validates priorities (A)(B)(C)	December 2019			40			Estimated 4 hours per participant x 10 participants
36	IECC documents results into TA Plan (A)(B)(C)	December 2019			40			Estimated 4 hours per participant x 10 participants
37	IECC GSR revised TA Plan (A)(B)(C)	December 2019	8		20			Estimated 2 hours per participant x 10 participants with review by SEI
38	IECC delivers final TA Plan to nonprofit (A)(B)(C)	December 2019			20			Estimated 2 hours per participant x 10 participants
39	SEI updates sustainability planning curriculum with facilitator notes and handbook	December 2019		4		12		Task linked with 40
40	SEI revises sustainability planning curriculum based on IECC feedback	December 2019			8			
41	SEI sets up meeting with IECC trainers for delivery of curriculum	December 2019				2		
42	SEI coaches IECC trainers on delivery of curriculum in advance of workshops	December 2019	8					
43	IECC develops calendar for sustainability planning (A)	December 2019			4			
44	IECC manages registration for sustainability planning (B)(D)	December 2019 - June 2020			12			1.5 hour per month x 10 sessions
45	IECC manages catering and packets for sustainability planning (B)(D)	December 2019 - June 2020			5			5 hour per month x 10 sessions
46	IECC delivers workshop contents for sustainability planning (C)	December 2019 - June 2020			168			Implementation, Infrastructure or IECC Coordinators in attendance based on calendar
47	IECC coached by SEI for delivery of curriculum	December 2019 - June 2020			60			
48	IECC provides feedback to SEI on changes to curriculum for sustainability planning (C)	December 2019 - June 2020			30	20		
49	SEI updates tutorial on principles for effective writing of sustainability plans	December 2019				8		
50	SEI updates workbook on participants' sustainability plans based on approved curriculum	December 2019 - June 2020		4		12		

### DETAILED WORK PLAN - YEAR 3

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
51	SEI provides training to IECC coaches assigned to CBA participants on principles for effective writing and use of the workbook	December 2019 - June 2020		4	12			Via teleconference
52	SEI drafts templates for sustainability plans	December 2019 - June 2020				15		
53	SEI assists in development of content at CBA	December 2019 - June 2020	64					Allowance for onsite support by SEI
54	SEI allowance to development additional worksheets based on emerging issues and conditions	November 2019	1			12		
55	SEI conducts training with IECC coaches on additional worksheets prior to workshop 5 and 6	December 2019				4		Via teleconference
56	IECC documents CBA results into sustainability plan templates (A)(B)(C)	November 2019 - December 2019			160			16 hours per participant x 10 participants
57	IECC discusses CBA results with nonprofits (A)(B)(C)	November 2019 - December 2019			40			4 hours per participant x 10 participants
58	IECC revises sustainability plans based on nonprofits' feedback (A)(B)(C)	November 2019 - December 2019			80			8 hours per participant x 10 participants
59	SEI edits contents of sustainability plans	December 2019 - June 2020	10			10		2 hours per participant x 10 participants
60	SEI GSR sustainability plans	December 2019 - June 2020				10		1 hour per plan x 10 participants
61	IECC delivers final sustainability plan to nonprofits (A)(B)(C)	December 2019 - June 2020			40			4 hours per participant x 10 participants
62	SEI provides train the trainer sessions on up to 2 additional ALW	December 2019 - June 2019	12					
63	IECC promotes ALW (A)(B)	December 2019 - June 2020			12			4 hours total x 3 ALW
64	IECC schedules ALW (A)(B)	December 2019 - June 2020			6			2 hours total x 3 ALW
65	IECC manages registration for ALW (A)(B)	December 2019 - June 2020			6			2 hours total x 3 ALW
66	IECC provides packets for ALW (A)(B)	December 2019 - June 2020			6			2 hours total x 3 ALW
67	IECC sets up catering for ALW (A)(B)	June 2019			1.5			.5 hours total x 3 ALW





**DETAILED WORK PLAN - YEAR 3**

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
80	SEI provides infrastructure and accounting support for THRIVE conference	July 2019 - October 2019	12					
81	IECC manages conference materials for THRIVE conference (A)(B)	July 2019 - October 2019			40			
82	IECC secures venue for THRIVE conference (A)	July 2019			6			
83	IECC negotiates rates for THRIVE conference (A)	July 2019			4			
84	IECC conducts outreach for THRIVE conference (C)	July 2019 - October 2019			24			
85	IECC finds speakers for THRIVE conference (C)	July 2019 - October 2019			12			
86	IECC manages registration for THRIVE conference (A)	July 2019 - October 2019			12			
87	IECC secures sponsors for THRIVE conference (C)	July 2019 - October 2019			20			
88	IECC secures vendors for THRIVE conference (B)	July 2019 - October 2019			20			
89	IECC creates brochures for THRIVE conference (A)(B)(C)(D)	July 2019			12			
90	IECC presents at annual THRIVE conference (A)(B)(C)(D)	October 2019			36			
91	SEI provides on demand support as needed for IECC activities	July 2019 - June 2020				36		Includes travel time for in person support
92	SEI provide coaching on IECC activities	July 2019 - June 2020		24		24		Allowance for on demand support to IECC estimated at 4 hours per month from a combination of SEI resources
93	SEI provide support on IECC activities	July 2019 - June 2020				40		Allowance for grant writing support estimated at 2 hours per month for IECC to direct SEI and 7 hours per month for SEI to develop grants and templates for IECC
94	IECC conducts community outreach (A)(B)(C)	July 2019 - June 2020			48			4 hours per month x 12 months
95	IECC attend nonprofit events (A)(B)(C)	July 2019 - June 2020			40			Estimated at 4 hours per event x 10 events annually
96	IECC communicate status of the nonprofit sector (A)(B)(C)	July 2019 - June 2020			12			1 hour per month
97	IECC advocate on behalf of nonprofit sector (A)(B)(C)	July 2019 - June 2020			12			1 hour per month



**DETAILED WORK PLAN - YEAR 3**

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					IECC	Research	Support	
107	Allowance for IECC communication with SEI and with First 5 and internal team meetings organization and preparation	July 2019 - June 2020	20	10	60	20		20 hours throughout the year to communicate with First 5 and allowance for 2 principles, 1 manager and 1 research associate to comment for 1 hour per month x 10 months with IECC Coordinator participating in all communication

Travel time during the phase							
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Subtotal for phase - hours	45.0	10.0	180.0	20.0	0.0
Subtotal for phase - professional fees	\$7,875	\$1,450	\$9,900	\$1,500	\$0

**YEAR 3 TOTALS**

	Total	By Resource				
Hours	3,157.0	257.5	213.0	2,077.5	609.0	0.0
Professional fees	\$231,078	\$42,963	\$28,928	\$114,263	\$44,925	\$0

**Total Project and Budget Summary**

<b>TOTAL PROJECT - Combined</b>	<u>Total Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
Year 1	3,372.0	\$307,635	\$39,449	\$347,084
Year 2	3,319.0	\$275,470	\$35,569	\$311,039
Year 3	3,157.0	\$231,078	\$32,129	\$263,207
<b>Totals</b>	<b>9,848</b>	<b>\$814,183</b>	<b>\$107,147</b>	<b>\$921,330</b>

<b>TOTAL PROJECT - SEI</b>	<u>SEI Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
Year 1	1,601.0	\$210,230	\$25,247	\$235,477
Year 2	1,367.5	\$168,138	\$25,882	\$194,020
Year 3	1,079.5	\$116,815	\$20,622	\$137,437
<b>Totals</b>	<b>4,048</b>	<b>\$495,183</b>	<b>\$71,751</b>	<b>\$566,934</b>

<b>TOTAL PROJECT - IECC</b>	<u>IECC Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
Year 1	1,771.0	\$97,405	\$14,202	\$111,607
Year 2	1,951.5	\$107,333	\$9,687	\$117,020
Year 3	2,077.5	\$114,262	\$11,507	\$125,769
<b>Totals</b>	<b>5,800</b>	<b>\$319,000</b>	<b>\$35,396</b>	<b>\$354,396</b>

**Budget Summary - Year 1**

<b>YEAR 1 - Combined</b>	<u>Total Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
PHASE 1: Research and Development	571.0	\$48,780	\$1,263	\$50,043
PHASE 2: Train the Trainer	1,755.0	\$164,045	\$28,194	\$192,239
PHASE 3: Targeted Capacity Building	836.0	\$71,360	\$9,992	\$81,352
PHASE 4: Ongoing Coordination and Communication	210.0	\$23,450	\$0	\$23,450
<b>Totals</b>	<b>3,372.0</b>	<b>\$307,635</b>	<b>\$39,449</b>	<b>\$347,084</b>

<b>YEAR 1 - SEI</b>	<u>SEI Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
PHASE 1: Research and Development	322.0	\$35,085	\$1,063	\$36,148
PHASE 2: Train the Trainer	771.0	\$109,925	\$15,904	\$125,829
PHASE 3: Targeted Capacity Building	398.0	\$47,270	\$8,280	\$55,550
PHASE 4: Ongoing Coordination and Communication	110.0	\$17,950	\$0	\$17,950

<b>YEAR 1 - SEI</b>	<u>SEI Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
<b>Totals</b>	<b>1,601.0</b>	<b>\$210,230</b>	<b>\$25,247</b>	<b>\$235,477</b>

<b>YEAR 1 - IECC</b>	<u>IECC Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
PHASE 1: Research and Development	249.0	\$13,695	\$200	\$13,895
PHASE 2: Train the Trainer	984.0	\$54,120	\$12,290	\$66,410
PHASE 3: Targeted Capacity Building	438.0	\$24,090	\$1,712	\$25,802
PHASE 4: Ongoing Coordination and Communication	100.0	\$5,500	\$0	\$5,500
<b>Totals</b>	<b>1,771.0</b>	<b>\$97,405</b>	<b>\$14,202</b>	<b>\$111,607</b>

**Budget Summary - Year 2**

<b>YEAR 2 - Combined</b>	<u>Total Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
PHASE 1: Research and Development	543.5	\$43,778	\$2,773	\$46,551
PHASE 2: Train the Trainer	1,492.5	\$117,217	\$24,880	\$142,097
PHASE 3: Targeted Capacity Building	1,038.0	\$92,100	\$7,841	\$99,941
PHASE 4: Ongoing Coordination and Communication	245.0	\$22,375	\$75	\$22,450

Totals	3,319.0	\$275,470	\$35,569	\$311,039
<b>YEAR 2 - SEI</b>	<u>SEI</u>	<u>Professional</u>	<u>Expenses</u>	<u>Total Cost</u>
	<u>Hours</u>	<u>Fees</u>		
PHASE 1. Research and Development	281.5	\$29,368	\$1,413	\$30,781
PHASE 2: Train the Trainer	485.0	\$61,805	\$16,953	\$78,758
PHASE 3: Targeted Capacity Building	516.0	\$63,390	\$7,441	\$70,831
PHASE 4: Ongoing Coordination and Communication	85.0	\$13,575	\$75	\$13,650
<b>Totals</b>	<b>1,367.5</b>	<b>\$168,138</b>	<b>\$25,882</b>	<b>\$194,020</b>
<b>YEAR 2 - IECC</b>	<u>IECC</u>	<u>Professional</u>	<u>Expenses</u>	<u>Total Cost</u>
	<u>Hours</u>	<u>Fees</u>		
PHASE 1. Research and Development	262.0	\$14,410	\$1,360	\$15,770
PHASE 2: Train the Trainer	1,007.5	\$55,413	\$7,927	\$63,340
PHASE 3: Targeted Capacity Building	522.0	\$28,710	\$400	\$29,110
PHASE 4: Ongoing Coordination and Communication	160.0	\$8,800	\$0	\$8,800
<b>Totals</b>	<b>1,951.5</b>	<b>\$107,333</b>	<b>\$9,687</b>	<b>\$117,020</b>

Budget Summary – Year 3

<b>YEAR 3 - Combined</b>	<u>Total</u>	<u>Professional</u>	<u>Expenses</u>	<u>Total Cost</u>
	<u>Hours</u>	<u>Fees</u>		
PHASE 1. Research and Development	605.5	\$44,603	\$3,975	\$48,578
PHASE 2: Train the Trainer	1,370.5	\$97,620	\$23,727	\$121,347
PHASE 3: Targeted Capacity Building	926.0	\$68,130	\$4,427	\$72,557
PHASE 4: Ongoing Coordination and Communication	255.0	\$20,725	\$0	\$20,725
<b>Totals</b>	<b>3,157.0</b>	<b>\$231,078</b>	<b>\$32,129</b>	<b>\$263,207</b>

<b>YEAR 3 - SEI</b>	<u>SEI</u>	<u>Professional</u>	<u>Expenses</u>	<u>Total Cost</u>
	<u>Hours</u>	<u>Fees</u>		
PHASE 1. Research and Development	253.5	\$25,242	\$350	\$25,592
PHASE 2: Train the Trainer	375.0	\$42,868	\$15,945	\$58,813
PHASE 3: Targeted Capacity Building	376.0	\$37,880	\$4,327	\$42,207
PHASE 4: Ongoing Coordination and Communication	75.0	\$10,825	\$0	\$10,825
<b>Totals</b>	<b>1,079.5</b>	<b>\$116,815</b>	<b>\$20,622</b>	<b>\$137,437</b>

<b>YEAR 3 - IECC</b>	<u>IECC</u>	<u>Professional</u>	<u>Expenses</u>	<u>Total Cost</u>
	<u>Hours</u>	<u>Fees</u>		
PHASE 1. Research and Development	352.0	\$19,360	\$3,625	\$22,985
PHASE 2: Train the Trainer	995.5	\$54,752	\$7,782	\$62,534
PHASE 3: Targeted Capacity Building	550.0	\$30,250	\$100	\$30,350
PHASE 4: Ongoing Coordination and Communication	180.0	\$9,900	\$0	\$9,900
<b>Totals</b>	<b>2,077.5</b>	<b>\$114,262</b>	<b>\$11,507</b>	<b>\$125,769</b>

Total Expense Breakdown

Direct expenses reflect the projected SEI out-of-pocket costs for travel, printing, long distance telephone calls, and other expenses directly related to the project. A breakdown of the estimated expenses is shown in the table below.

Expense Breakdown – Year 1

YEAR 1 EXPENSE BREAKDOWN - COMBINED		
Expense Type	Expense Calculation	Total Cost
Airfare	Estimated 24 total plane flights at an average cost of \$775.00 per trip	\$18,600
Mileage	Estimated 94 trips at an average cost of \$42.80 per trip, based on 80 miles roundtrip at the current IRS mileage rate of \$0.54 per mile plus any applicable road and bridge tolls	\$4,023

YEAR 1 EXPENSE BREAKDOWN - COMBINED		
Expense Type	Expense Calculation	Total Cost

Lodging	Estimated 24 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$3,456
Meals	Up to 43 travel days at \$61.00 per day	\$2,623
Car rental and gas	Estimated 23 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$1,265
Airport parking	Estimated 4 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$112
Meeting supplies	12.00 meetings requiring special supplies, at an average cost of \$85.00 per meeting	\$1,020
Meeting refreshments	Provide simple refreshments for attendees at up to 20.00 meetings, at an average cost of \$300.00 per meeting	\$6,000
Long distance phone calls	Allowance for long distance telephone calls throughout the project	\$150
Teleconference services	Allowance for teleconference services throughout the project to connect people at multiple locations together on conference calls	\$50
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$1,850
THRIVE room rental		\$0
THRIVE catering		\$0
THRIVE totes		\$0
THRIVE Fliers and banners		\$0
Postage and shipping		\$300
Total Estimated Expenses - Year 1		\$39,449

**YEAR 1 EXPENSE BREAKDOWN - SEI**

Expense Type	Expense Calculation	Total Cost
Airfare	Estimated 24 total plane flights at an average cost of \$775.00 per trip	\$18,600
Mileage	Estimated 0 trips at an average cost of \$42.80 per trip, based on 80 miles roundtrip at the current IRS mileage rate of \$0.54 per mile plus any applicable road and bridge tolls	\$0
Lodging	Estimated 24 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$3,456
Meals	Up to 24 travel days at \$61.00 per day	\$1,464
Car rental and gas	Estimated 23 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$1,265
Airport parking	Estimated 4 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$112
Long distance phone calls	Allowance for long distance telephone calls throughout the project	\$150

**YEAR 1 EXPENSE BREAKDOWN - SEI**

Expense Type	Expense Calculation	Total Cost
Teleconference services	Allowance for teleconference services throughout the project to connect people at multiple locations together on conference calls	\$50
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$50
Postage and shipping		\$100
Total Estimated Expenses - Year 1		\$25,247

**YEAR 1 EXPENSE BREAKDOWN - IECC**

Expense Type	Expense Calculation	Total Cost
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Mileage	Estimated 94 trips at an average cost of \$42.80 per trip, based on 80 miles roundtrip at the current IRS mileage rate of \$0.54 per mile plus any applicable road and bridge tolls	\$4,023
Meals	Up to 19 travel days at \$61.00 per day	\$1,159
Meeting supplies	12.00 meetings requiring special supplies, at an average cost of \$85.00 per meeting	\$1,020
Meeting refreshments	Provide simple refreshments for attendees at up to 20.00 meetings, at an average cost of \$300.00 per meeting	\$6,000
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$1,800
THRIVE room rental		\$0
THRIVE catering		\$0
THRIVE totes		\$0
THRIVE Fliers and banners		\$0
Postage and shipping		\$200
Total Estimated Expenses - Year 1		\$14,202

## Expense Breakdown – Year 2

**YEAR 2 EXPENSE BREAKDOWN - COMBINED**

Expense Type	Expense Calculation	Total Cost
Airfare	Estimated 24 total plane flights at an average cost of \$775.00 per trip	\$18,600
Mileage	Estimated 53 trips at an average cost of \$42.80 per trip, based on 80 miles roundtrip at the current IRS mileage rate of \$0.54 per mile plus any applicable road and bridge tolls	\$2,268
Lodging	Estimated 24 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$3,456
Meals	Up to 43 travel days at \$61.00 per day	\$2,623

**YEAR 2 EXPENSE BREAKDOWN - COMBINED**

Expense Type	Expense Calculation	Total Cost
Car rental and gas	Estimated 23 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$1,265
Airport parking	Estimated 24 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$672
Meeting supplies	11.00 meetings requiring special supplies, at an average cost of \$85.00 per meeting	\$935
Meeting refreshments	Provide simple refreshments for attendees at up to 16.75 meetings, at an average cost of \$300.00 per meeting	\$5,025
Long distance phone calls	Allowance for long distance telephone calls throughout the project	\$200
Teleconference services	Allowance for teleconference services throughout the project to connect people at multiple locations together on conference calls	\$75
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$150
THRIVE room rental		\$0
THRIVE catering		\$0
THRIVE totes		\$0
THRIVE Fliers and banners		\$0
Postage and shipping		\$300
Total Estimated Expenses - Year 2		\$35,569

**YEAR 2 EXPENSE BREAKDOWN - SEI**

<b>Expense Type</b>	<b>Expense Calculation</b>	<b>Total Cost</b>
Airfare	Estimated 24 total plane flights at an average cost of \$775.00 per trip	\$18,600
Lodging	Estimated 24 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$3,456
Meals	Up to 24 travel days at \$61.00 per day	\$1,464
Car rental and gas	Estimated 23 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$1,265
Airport parking	Estimated 24 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$672
Long distance phone calls	Allowance for long distance telephone calls throughout the project	\$200
Teleconference services	Allowance for teleconference services throughout the project to connect people at multiple locations together on conference calls	\$75
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$50
Postage and shipping		\$100
Total Estimated Expenses - Year 2		\$25,882

**YEAR 2 EXPENSE BREAKDOWN - IECC**

<b>Expense Type</b>	<b>Expense Calculation</b>	<b>Total Cost</b>
Mileage	Estimated 53 trips at an average cost of \$42.80 per trip, based on 80 miles roundtrip at the current IRS mileage rate of \$0.54 per mile plus any applicable road and bridge tolls	\$2,268
Meals	Up to 19 travel days at \$61.00 per day	\$1,159
Meeting supplies	11.00 meetings requiring special supplies, at an average cost of \$85.00 per meeting	\$935
Meeting refreshments	Provide simple refreshments for attendees at up to 16.75 meetings, at an average cost of \$300.00 per meeting	\$5,025
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$100
THRIVE room rental		\$0
THRIVE catering		\$0
THRIVE totes		\$0
THRIVE Fliers and banners		\$0
Postage and shipping		\$200
Total Estimated Expenses - Year 2		\$9,687

## Expense Breakdown – Year 3

**YEAR 3 EXPENSE BREAKDOWN - COMBINED**

<b>Expense Type</b>	<b>Expense Calculation</b>	<b>Total Cost</b>
Airfare	Estimated 19 total plane flights at an average cost of \$775.00 per trip	\$14,725
Mileage	Estimated 37 trips at an average cost of \$42.80 per trip, based on 80 miles roundtrip at the current IRS mileage rate of \$0.54 per mile plus any applicable road and bridge tolls	\$1,584
Lodging	Estimated 19 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$2,736
Meals	Up to 38 travel days at \$61.00 per day	\$2,318
Car rental and gas	Estimated 19 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$1,045
Airport parking	Estimated 19 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$532



Meeting supplies	13.00 meetings requiring special supplies, at an average cost of \$85.00 per meeting	\$1,105
Meeting refreshments	Provide simple refreshments for attendees at up to 24.00 meetings, at an average cost of \$300.00 per meeting	\$7,200
Long distance phone calls	Allowance for long distance telephone calls throughout the project	\$225
Teleconference services	Allowance for teleconference services throughout the project to connect people at multiple locations together on conference calls	\$209

**YEAR 3 EXPENSE BREAKDOWN - COMBINED**

Expense Type	Expense Calculation	Total Cost
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$150
THRIVE room rental		\$0
THRIVE catering		\$0
THRIVE totes		\$0
THRIVE Fliers and banners		\$0
Postage and shipping		\$300
Total Estimated Expenses - Year 3		\$32,129

**YEAR 3 EXPENSE BREAKDOWN - SEI**

Expense Type	Expense Calculation	Total Cost
Airfare	Estimated 19 total plane flights at an average cost of \$775.00 per trip	\$14,725
Lodging	Estimated 19 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$2,736
Meals	Up to 19 travel days at \$61.00 per day	\$1,159
Car rental and gas	Estimated 19 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$1,045
Airport parking	Estimated 19 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$532
Long distance phone calls	Allowance for long distance telephone calls throughout the project	\$200
Teleconference services	Allowance for teleconference services throughout the project to connect people at multiple locations together on conference calls	\$75
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$50
Postage and shipping		\$100
Total Estimated Expenses - Year 3		\$20,622

**YEAR 3 EXPENSE BREAKDOWN - IECC**

Expense Type	Expense Calculation	Total Cost
Mileage	Estimated 37 trips at an average cost of \$42.80 per trip, based on 80 miles roundtrip at the current IRS mileage rate of \$0.54 per mile plus any applicable road and bridge tolls	\$1,584
Meals	Up to 19 travel days at \$61.00 per day	\$1,159
Meeting supplies	13.00 meetings requiring special supplies, at an average cost of \$85.00 per meeting	\$1,105

**YEAR 3 EXPENSE BREAKDOWN - IECC**

Expense Type	Expense Calculation	Total Cost
Meeting refreshments	Provide simple refreshments for attendees at up to 24.00 meetings, at an average cost of \$300.00 per meeting	\$7,200
Long distance phone calls	Allowance for long distance telephone calls throughout the project	\$25

Teleconference services	Allowance for teleconference services throughout the project to connect people at multiple locations together on conference calls	\$134
Copies and printing	Allowance for printing costs throughout the project, such as copies of agendas and handouts for meetings and other printing needed to complete tasks in the detailed work plan	\$100
THRIVE room rental		\$0
THRIVE catering		\$0
THRIVE totes		\$0
THRIVE Fliers and banners		\$0
Postage and shipping		\$200
Total Estimated Expenses - Year 3		\$11,507

We propose to perform this project on a not-to-exceed basis, meaning that the cost is limited to the total amount shown above. If actual hours and expenses required from SEI for the project as a whole are less than the estimated total amount, the cost will be reduced to reflect the actual hours and expenses incurred. Invoices are issued monthly for work performed during the month, up to the maximum not-to-exceed amount for the project. Expenses incurred during each month would be added to the professional fees. We would be honored to serve First 5 San Bernardino and can assure you that you will receive responsive, high quality professional services.

**Attachment C  
Timeline and Deliverables**

**2017-2018**

<b>Jul</b>	<ul style="list-style-type: none"> <li>• Advanced Learning Workshop: Core Values in Capacity Building</li> <li>• Completion of Sustainability Plans for CBA Participants</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Aug</b>	<ul style="list-style-type: none"> <li>• Toolkit Development: Outcomes &amp; Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Sept</b>	<ul style="list-style-type: none"> <li>• Prepare and Promote for THRIVE Conference</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Oct</b>	<ul style="list-style-type: none"> <li>• THRIVE Capacity Building Conference, CBA VI Graduation &amp; Funders Forum</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Nov</b>	<ul style="list-style-type: none"> <li>• Outreach, Solicit and Accept Organizations into CBA VII</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Dec</b>	<ul style="list-style-type: none"> <li>• Assist Organizations in Completion of Organizational Assessments</li> <li>• Toolit Development: CBA Workbook</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Jan</b>	<ul style="list-style-type: none"> <li>• CBA VII - Workshop #1</li> <li>• Capacity Assessment Plans (CAP) Developed</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Feb</b>	<ul style="list-style-type: none"> <li>• CBA VII - Workshop #2</li> <li>• Update Toolkit</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Mar</b>	<ul style="list-style-type: none"> <li>• CBA VII - Workshop #3</li> <li>• Advanced Learning Workshop (ALW)</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Apr</b>	<ul style="list-style-type: none"> <li>• CBA VII - Workshop #4</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>May</b>	<ul style="list-style-type: none"> <li>• CBA VII - Workshop #5</li> <li>• Update Toolkit</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Jun</b>	<ul style="list-style-type: none"> <li>• CBA VII - Workshop #6</li> <li>• Advanced Learning Workshop (ALW)</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>




## 2018-2019

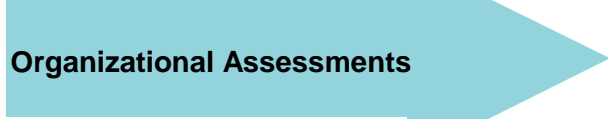
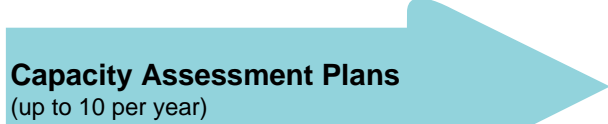
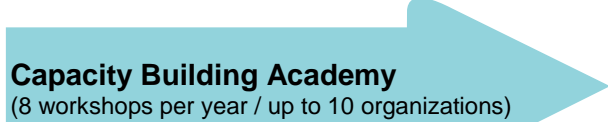

<b>Jul</b>	<ul style="list-style-type: none"> <li>• CBA VII - Workshop #7</li> <li>• Toolkit Update</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Aug</b>	<ul style="list-style-type: none"> <li>• CBA VII - Workshop #8</li> <li>• ALW: Core Values in Capacity Building</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Sept</b>	<ul style="list-style-type: none"> <li>• Completion of Sustainability Plans for CBA Participants</li> <li>• Prepare and Promote for THRIVE Conference</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Oct</b>	<ul style="list-style-type: none"> <li>• THRIVE Capacity Building Conference, CBA VII Graduation &amp; Funders Forum</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Nov</b>	<ul style="list-style-type: none"> <li>• Outreach, Solicit and Accept Organizations into CBA VII</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Dec</b>	<ul style="list-style-type: none"> <li>• Assist Organizations in Completion of Organizational Assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Jan</b>	<ul style="list-style-type: none"> <li>• CBA VIII - Workshop #1</li> <li>• Capacity Assessment Plans (CAP) Developed</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Feb</b>	<ul style="list-style-type: none"> <li>• CBA VIII - Workshop #2</li> <li>• Update Toolkit</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Mar</b>	<ul style="list-style-type: none"> <li>• CBA VIII - Workshop #3</li> <li>• Advanced Learning Workshop (ALW)</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Apr</b>	<ul style="list-style-type: none"> <li>• CBA VIII - Workshop #4</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>May</b>	<ul style="list-style-type: none"> <li>• CBA VIII - Workshop #5</li> <li>• Update Toolkit</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
<b>Jun</b>	<ul style="list-style-type: none"> <li>• CBA VIII - Workshop #6</li> <li>• Advanced Learning Workshop (ALW)</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>

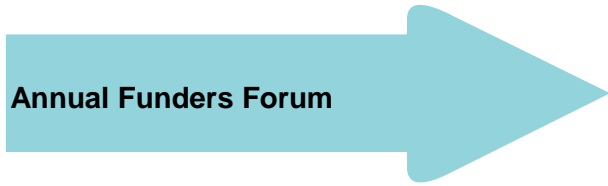


## 2019-2020

Jul	<ul style="list-style-type: none"> <li>• CBA VIII - Workshop #7</li> <li>• Toolkit Update</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Aug	<ul style="list-style-type: none"> <li>• CBA VIII - Workshop #8</li> <li>• ALW: Core Values in Capacity Building</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Sept	<ul style="list-style-type: none"> <li>• Completion of Sustainability Plans for CBA Participants</li> <li>• Prepare and Promote for THRIVE Conference</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Oct	<ul style="list-style-type: none"> <li>• THRIVE Capacity Building Conference, CBA VIII Graduation &amp; Funders Forum</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Nov	<ul style="list-style-type: none"> <li>• Outreach, Solicit and Accept Organizations into CBA IX</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Dec	<ul style="list-style-type: none"> <li>• Assist Organizations in Completion of Organizational Assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Jan	<ul style="list-style-type: none"> <li>• CBA IX - Workshop #1</li> <li>• Capacity Assessment Plans (CAP) Developed</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Feb	<ul style="list-style-type: none"> <li>• CBA IX - Workshop #2</li> <li>• Update Toolkit</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Mar	<ul style="list-style-type: none"> <li>• CBA IX - Workshop #3</li> <li>• Advanced Learning Workshop (ALW)</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Apr	<ul style="list-style-type: none"> <li>• CBA IX - Workshop #4</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
May	<ul style="list-style-type: none"> <li>• CBA IX - Workshop #5</li> <li>• Update Toolkit</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>
Jun	<ul style="list-style-type: none"> <li>• CBA IX - Workshop #6</li> <li>• Advanced Learning Workshop (ALW)</li> </ul>	<ul style="list-style-type: none"> <li>• Grants Bulletin &amp; Promotion</li> <li>• IECC Monthly Business Meeting</li> <li>• Nonprofit Advocacy &amp; Linkage</li> </ul>

Based upon direction offered by First 5, our approach is focused on building local systems capacity over the course of the three year term so that the system can support local agency capacity within and beyond the project timeframe. In March, SEI met with the IECC to delineate the roles and responsibilities of each organization in accomplishing the deliverables outlined in this proposal. The division of responsibilities between SEI and the IECC is outlined in the following table.

Capacity Building Deliverable	SEI Role	IECC Role
 <p><b>Monthly Grants Bulletin</b></p>	<ul style="list-style-type: none"> <li>• Updates Grants Bulletin Development Guide.</li> <li>• Provides high level research and editing of the bulletin.</li> </ul>	<ul style="list-style-type: none"> <li>• Conducts research and develops bulletin forwarding it to SEI for review and finalization.</li> <li>• Publicizes bulletin and promotes it within the San Bernardino non-profit sector.</li> <li>• Matches grant opportunities to organizations who have participated in the CBA and those who have partnered with the IECC.</li> </ul>
 <p><b>Capacity Building Toolkits</b> (1 New, 5 refreshed)</p>	<ul style="list-style-type: none"> <li>• SEI develops new toolkits:                             <ul style="list-style-type: none"> <li>- Outcomes &amp; Evaluation</li> </ul> </li> <li>• SEI refreshes existing toolkits in advance of Advance Learning Workshops:                             <ul style="list-style-type: none"> <li>- Governance</li> <li>- Strategic Planning</li> <li>- Marketing &amp; Communications</li> <li>- Talent Management</li> <li>- Fund Diversification</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• IECC reviews each toolkit and becomes familiar with theoretical content and tools that can be used to assist local nonprofits.</li> <li>• IECC provides case studies and local examples from IECC partner agencies to illustrate the benefits of toolkit and implementation of best practices.</li> <li>• IECC provides capacity building support to local nonprofits by customizing tools contained within toolkits.</li> </ul>
 <p><b>Advanced Learning Workshops</b> (up to 4 per year)</p>	<ul style="list-style-type: none"> <li>• SEI develops curriculum with facilitator notes for each Advanced Learning Workshop.</li> <li>• SEI develops PowerPoint, Agenda and handouts for Advanced Learning Workshops.</li> <li>• SEI coaches IECC trainers on presentation of Advanced Learning Workshop materials.</li> </ul>	<ul style="list-style-type: none"> <li>• IECC promotes, manages registration, develops packets, and catering for Advanced Learning Workshops.</li> <li>• 2018 - IECC trainers co-present Advanced Learning Workshop Materials with SEI.</li> <li>• 2019 and 2020 – IECC independently presents Advanced Learning Workshops.</li> </ul>

Capacity Building Deliverable	SEI Role	IECC Role
 <p><b>Organizational Assessments</b></p>	<ul style="list-style-type: none"> <li>• SEI provides training, materials and support to IECC members on how to help organizations complete OCAT.</li> <li>• 2018 – SEI provides assistance in analyzing results of OCAT assessments.</li> <li>• 2019 – SEI coaches IECC on how to analyze OCAT results.</li> <li>• 2020 – SEI reviews IECC analysis of OCAT results.</li> </ul>	<ul style="list-style-type: none"> <li>• IECC delivers training to nonprofit organizations on how to complete the OCAT.</li> <li>• 2018 - IECC review how SEI analyzing OCAT assessment results.</li> <li>• 2019 –IECC receives coaching on how to analyze OCAT results.</li> <li>• 2020 – IECC independently analyzes OCAT results and forwards to SEI for review and coaching support.</li> </ul>
 <p><b>Capacity Assessment Plans</b> (up to 10 per year)</p>	<ul style="list-style-type: none"> <li>• SEI develops template of Capacity Assessment Plan (CAP) Report.</li> <li>• SEI coaches IECC on completion of CAP Reports.</li> <li>• SEI reviews and edits CAP Reports providing feedback to IECC members on changes.</li> </ul>	<ul style="list-style-type: none"> <li>• IECC drafts the content of the CAP Reports using SEI developed template.</li> <li>• IECC discusses CAP Reports with nonprofit agencies, validating priorities and documenting results into final report. IECC forwards reports to SEI for review.</li> <li>• IECC delivers final CAP Reports to nonprofit.</li> </ul>
 <p><b>Capacity Building Academy</b> (8 workshops per year / up to 10 organizations)</p>	<ul style="list-style-type: none"> <li>• Develops application packet and provides coaching to IECC on how to solicit, evaluate and select CBA participant organizations.</li> <li>• SEI develops a CBA workbook to help guide collecting information during CBA workshops to inform sustainability plans.</li> <li>• SEI updates workshop curriculum annually, including facilitator notes.</li> <li>• SEI coaches IECC trainers on presentation materials and provides on-site assistance during workshops.</li> </ul>	<ul style="list-style-type: none"> <li>• IECC conducts outreach to promote CBA participation amongst local nonprofit organizations.</li> <li>• IECC review applications, accepting organizations into CBA and communicating status to all applicants.</li> <li>• IECC members attend the Core Values of Capacity Building to become eligible CBA trainers.</li> <li>• IECC develops the calendar, manages registration, secures location, develops packets, and coordinates catering for each CBA workshop.</li> <li>• IECC trainers present CBA workshop materials.</li> </ul>
 <p><b>Sustainability Plans</b> (up to 10 per year)</p>	<ul style="list-style-type: none"> <li>• SEI develops template of Sustainability Plan document.</li> <li>• SEI edits contents of sustainability plans after additions provided by IECC coaches.</li> </ul>	<ul style="list-style-type: none"> <li>• IECC documents elements of organizational sustainability into plan following each CBA workshop.</li> <li>• IECC discusses results with each nonprofit and forwards revised content to SEI for review and feedback.</li> <li>• IECC delivers final Sustainability Plans to nonprofit.</li> </ul>

Capacity Building Deliverable	SEI Role	IECC Role
 <p><b>Annual Funders Forum</b></p>	<ul style="list-style-type: none"> <li>• SEI works with First 5 to identify potential funders for funder’s forum.</li> <li>• SEI develops questions to pose to funder’s forum panel.</li> <li>• SEI develops funder’s forum feedback forms.</li> <li>• SEI coaches IECC on how to manage funder’s forum discussion.</li> </ul>	<ul style="list-style-type: none"> <li>• IECC forwards potential funders to SEI for funder’s forum.</li> <li>• IECC facilitate funders forum panel discussion during THRIVE conference.</li> <li>• IECC collect funders forum feedback forms, summarizes information and delivers individual feedback to nonprofits.</li> </ul>
 <p><b>THRIVE Nonprofit Capacity Building Conference</b></p>	<ul style="list-style-type: none"> <li>• SEI provides support to IECC to help plan annual conference.</li> <li>• SEI develops workshop materials based on topic identification by IECC.</li> <li>• SEI provides workshop presentations in tandem with IECC trainers.</li> </ul>	<ul style="list-style-type: none"> <li>• IECC plans all aspects of annual conference to include: <ul style="list-style-type: none"> <li>- Venue logistics</li> <li>- Outreach and registration</li> <li>- Conference brochure development and materials preparation</li> <li>- Secures sponsors and vendors</li> </ul> </li> <li>• IECC trainers co-facilitate workshop presentations.</li> <li>• IECC manages all aspects of conference activities on day of conference.</li> <li>• IECC collects evaluation data and uses it to inform practice.</li> </ul>
 <p><b>IECC Infrastructure Development</b></p>	<ul style="list-style-type: none"> <li>• SEI provides coaching, mentoring and support to IECC Staff: <ul style="list-style-type: none"> <li>- IECC Capacity Building Coordinator</li> <li>- IECC Implementation Coordinator</li> <li>- IECC Infrastructure Coordinator</li> </ul> </li> <li>• SEI provides consulting to IECC regarding implementation of: <ul style="list-style-type: none"> <li>- Strategic Plan</li> <li>- Business Plan</li> </ul> </li> <li>• SEI provides targeted capacity building support to include: <ul style="list-style-type: none"> <li>- Grant Writing</li> <li>- Funding Diversification</li> <li>- Revenue Generation Strategies</li> <li>- Special Events</li> <li>- Donor Appeals</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• IECC implements Strategic Plan and Business Plan.</li> <li>• IECC manages membership and monthly meetings.</li> <li>• IECC conducts community outreach, attends nonprofit events and promotes nonprofit capacity building efforts.</li> <li>• IECC works with the Inland Empire United Way to promote the Monthly Grants Bulletin.</li> <li>• IECC works with community partners to promote Nonprofits to include working with the: <ul style="list-style-type: none"> <li>- Children Services Network</li> <li>- Funders Alliance</li> <li>- Community Foundation</li> <li>- United Way</li> </ul> </li> <li>• IECC actively solicits funding partnerships and submits grants applications to support organizational efforts.</li> </ul>







## Program Outline Document 2017-2018

### AGENCY INFORMATION

**Contract #:** IC033

**Legal Entity:** Social Entrepreneurs, Inc.

**Dept./Division:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Address:** 6548 South McCarran Boulevard, Suite B  
Reno, NV 89509

**Phone #:** (775) 324-4567

**Website:** [www.socialent.com](http://www.socialent.com)

**Fax #:** (775) 324-4941

**Program Site Address:** 6548 South McCarran Boulevard, Suite B  
Choose an item.

**Client Referral Phone #:** N/A

### CONTACT INFORMATION

#### SIGNING AUTHORITY

**Name:** Kelly A. Marschall

**Title:** President and Principal

**Address:** 6548 South McCarran Boulevard, Suite B  
Reno, NV 89509

**Direct Phone #:** (775) 324-4567

**Fax #:** (775) 324-4941

**E-Mail:** [kmarschall9@socialent.com](mailto:kmarschall9@socialent.com)

#### CONTRACT REPRESENTATIVE

**Name:** Kelly A. Marschall

**Title:** President and Principal

**Address:** 6548 South McCarran Boulevard, Suite B  
Reno, NV 89509

**Direct Phone #:** (775) 324-4567

**Cell #:** (775) 846-0155

**Fax #:** (775) 324-4941

**E-Mail:** [kmarschall9@socialent.com](mailto:kmarschall9@socialent.com)

#### PROGRAM CONTACT

**Name:** Sarah Boxx

**Title:** Principal

**Address:** 6548 South McCarran Boulevard, Suite B  
Reno, NV 89509

**Direct Phone #:** (775) 324-4567

**Fax #:** (775) 324-4941

**E-Mail:** [sboxx@socialent.com](mailto:sboxx@socialent.com)

#### FISCAL CONTACT

**Name:** Peter Marschall

**Title:** Operations Associate

**Address:** 6548 South McCarran Boulevard, Suite B **Direct Phone #:** (775) 324-4567  
Reno, NV 89509

**Fax #:** (775) 324-4941

**E-Mail:** [pmarschall9@socialent.com](mailto:pmarschall9@socialent.com)

**ADDITIONAL CONTACT (Describe):** Program

**Name:** Lisa Watson

**Title:** Client Services Manager

**Address:** 6548 South McCarran Boulevard, Suite B  
Reno, NV 89509

**Direct Phone #:** (425) 242-0541

**Fax #:** (775) 324-4941

**E-Mail:** [lwatson@socialent.com](mailto:lwatson@socialent.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"/> <b>Health</b>             | <input type="checkbox"/> <b>Early Screening and Intervention</b><br><input type="checkbox"/> <b>Health Care Access</b><br><input type="checkbox"/> <b>Oral Health</b>  | <input type="checkbox"/> <b>Health &amp; Safety Education</b><br><input type="checkbox"/> <b>Other:</b> _____ |
| <input type="checkbox"/> <b>Education</b>          | <input type="checkbox"/> <b>Early Education Programs</b><br><input type="checkbox"/> <b>Access to Quality Child Care</b>   | <input type="checkbox"/> <b>Quality Provider Programs</b><br><input type="checkbox"/> <b>Other:</b> _____     |
| <input type="checkbox"/> <b>Family</b>             | <input type="checkbox"/> <b>Parent Education</b><br><input type="checkbox"/> <b>Resource Center &amp; Case Management</b>  | <input type="checkbox"/> <b>Other:</b> _____  |
| <input checked="" type="checkbox"/> <b>Systems</b> | <input type="checkbox"/> <b>Integrated Systems Planning &amp; Implementation</b><br><input type="checkbox"/> <b>Countywide Information Referral Systems</b><br><input checked="" type="checkbox"/> <b>Organizational Capacity Building</b> | <input type="checkbox"/> <b>Community Outreach</b><br><input type="checkbox"/> <b>Other:</b> _____            |

**PROGRAM DESCRIPTION**

Social Entrepreneurs, Inc. provides consultant services to serve as Sustainability Project Facilitator of the First 5 Capacity Building Systems Strengthening.

**SERVICE AREA (LOCATIONS)**

Countywide

**Strategic Priority Area 2: Systems and Network**

**GOAL: 2.2 Capacity Building**

Communities have the capacity to address diverse needs of children.

**ASSIGNED ANALYST:** Mary Jaquish

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**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Amount</b>
2017-2018	\$ 347,084
2018-2019	\$ 311,039
2019-2020	\$ 263,207
<b>Total</b>	<b>\$ 921,330</b>



**AGENDA ITEM 5**  
**JULY 12, 2017**

<b>Subject</b>	Trauma-Informed Support in Early Childhood Education Pilot
<b>Recommendations</b>	Approve funding for <u>Trauma-Informed Support in Early Childhood Education (TISECE)</u> pilot project with the California Association of Health & Education Linked Professions (CAHELP) in the amount of \$206,713 for Fiscal Year 2017-2018 to effectively train and instill universal supports and strategies for early education providers, parents and community and create a trauma informed culture within daily preschool programming. (Presenter: Mary Jaquish, Supervisor, 252-4254)
<b>Financial Impact</b>	\$206,713 for Fiscal Year 2017-2018
<b>Background Information</b>	<p>Trauma-informed support in early education is about early intervention and access. (See <u>Attachment A – presentation from Dr. Ron Powell, from the State of Young Children – Community Town Hall, January 2017</u>).</p> <p>Research has shown that a “trauma-informed” school environment benefits every student. Trauma-informed early intervention and support targets not only early education providers, but parents, families and other caregivers as well. <u>Trauma-Informed Support in Early Childhood Education (TISECE)</u> is a local pilot which imbeds a trauma informed early intervention (TIEI) approach into the classroom environment, to be embraced by the entire school culture, to ideally build personal connections on a daily basis with children.</p> <p>A TIEI approach in Early Childhood Education includes:</p> <ul style="list-style-type: none"><li>• Recognition of the prevalence of trauma</li><li>• Recognition of the connection between trauma history and the child’s problems/behaviors: aggression, defiance, absenteeism, learning differences</li><li>• Attention to triggers that may be present in the school environment that can be activated in the course of the day (resisting re-traumatization)</li><li>• Responding by putting this knowledge into practice</li></ul> <p>Trauma-informed approaches ask “What happened to you?” not “What’s wrong with you?”</p> <p>Teachers receive training in the causes of social emotional and behavioral health issues in children; the evidence of early childhood mental health disorders; the neuroscience behind the impact of adverse experiences in a young child’s life; and build a sense of community amongst themselves as everyday providers and even how to take care of themselves when affected by compassion fatigue.</p> <p>Mental health professionals are embedded in the approach and support the teachers in implementing developmentally appropriate instruction in an environment that focuses on felt safety and relational connection. Children are taught strategies for regulating their “big feelings” and parents are taught skills for creating connections with their children in the home and supporting the behavioral de-escalation strategies that are taught in the school. By combining mental health supports within the context of an early education environment, this approach provides single-point access to supports and services that are essential to healing</p>

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and the development of self-regulation strategies at a time that is neurodevelopmentally crucial to the child's development. Activities geared towards relationship building with teachers, parents and therapists will be a "norm" of the classroom.

The California Association of Health & Education Linked Professions (CAHELP) is a public education consortium of school districts and charter schools. The CAHELP consists of the Desert/Mountain SELPA, Desert/Mountain Children's Center, and the Desert/Mountain Charter SELPA. They serve children through innovative behavioral health programs and provide school districts and charter schools with consultation, special education supports, and professional development. The TISECE pilot is one such innovative strategy.

CAHELP has the expertise in training and the staffing and capacity to pilot the TISECE training curriculum, collect and analyze the data and build and implement the plan to take this trauma informed early intervention (TIEI) model to scale in early childhood programs across the County.

The TISECE pilot replicates the successful Head Start Trauma Smart TIEI model created by Crittenton Children's Center in Kansas City. (See Attachment B) Collaborative problem-solving insures the best educational, social, emotional and behavioral outcomes for our youngest children.

CAHELP currently has a collaborative partnership with the Apple Valley Unified School District (AVUSD) seeks funding to cover the cost of training for three (3) State preschool teachers, paraprofessionals/staff, vendors and CAHELP coaches who are involved in the training, coaching and implementation of the TISECE in the classrooms.

The funding for this pilot project covers the cost of CAHELP trainers and AVUSD staff for the initial two-week training and then weekly hour and a half "teaming" meetings, as these will occur outside the bargaining unit contract hours, essentially on their own time. Training would begin in the summer of 2017 and continue with additional training, coaching and supports throughout the 2017-2018 school year.

Research and evaluation is a critical component of the TISECE pilot and the contracted team will coordinate with First 5 SB and the Department of Behavioral Health to utilize effective tools and measures, many of which are currently in place.

The immediate goals of the TISECE pilot include:

- Assessing the strategies for the most effective practice for children of trauma (staff training, coaching frequency, embedding of mental health consultation and parent engagement)
- Enabling replication by sharing positive results and promoting the incorporation of the trauma informed early intervention model within all early education settings throughout San Bernardino County
- Ensuring the sustainability of the practice with school districts, through collaborative and blended funding models to include Local Control Funding Formula (LCFF).

TISECE strengthens the links in the system of care for early childhood, including family engagement, mental health and school readiness.

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Pending Commission approval, services under the TISECE pilot will be provided by CAHELP to instill universal supports and strategies for early education providers, parents and community and create a trauma informed culture within daily school programming.

Approval of this investment supports the Commission’s Strategic Plan:

SPA 2: Systems and Networks

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

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

**Review**

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Sophie Akins, Commission Counsel

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<b>Report on Action as taken</b>	
<b>Action:</b>	
<b>Moved:</b> _____	<b>Second:</b> _____
<b>In Favor:</b>	
<b>Opposed:</b>	
<b>Abstained:</b>	
<b>Comments:</b> _____	
<b>Witnessed:</b>	

# It's About Early Intervention

“It's About Access”

State of Young Children—Community Town Hall

Santos Manuel Student Union

California State University, San Bernardino

January 6, 2017





Are we seeing more  
behavior problems today?



**An estimated 20% of American children and adolescents between the ages of 5 to 18 have serious diagnosable emotional or behavioral health disorders resulting in substantial to extreme impairment.**

**(Committee on Health, 2004; Nemeroff et al., 2008)**



**Campbell (1995) estimated that approximately 10-15% of all typically developing preschool children have chronic mild to moderate levels of behavior problems.**

- **Preschool children are three times more likely to be “expelled” than children in grades K-12**

(Gilliam, 2005)



Why?

# Stressful and Traumatic Life Events

## Positive

- Brief increases in heart rate
- Mild elevations in stress hormone levels.

## Tolerable

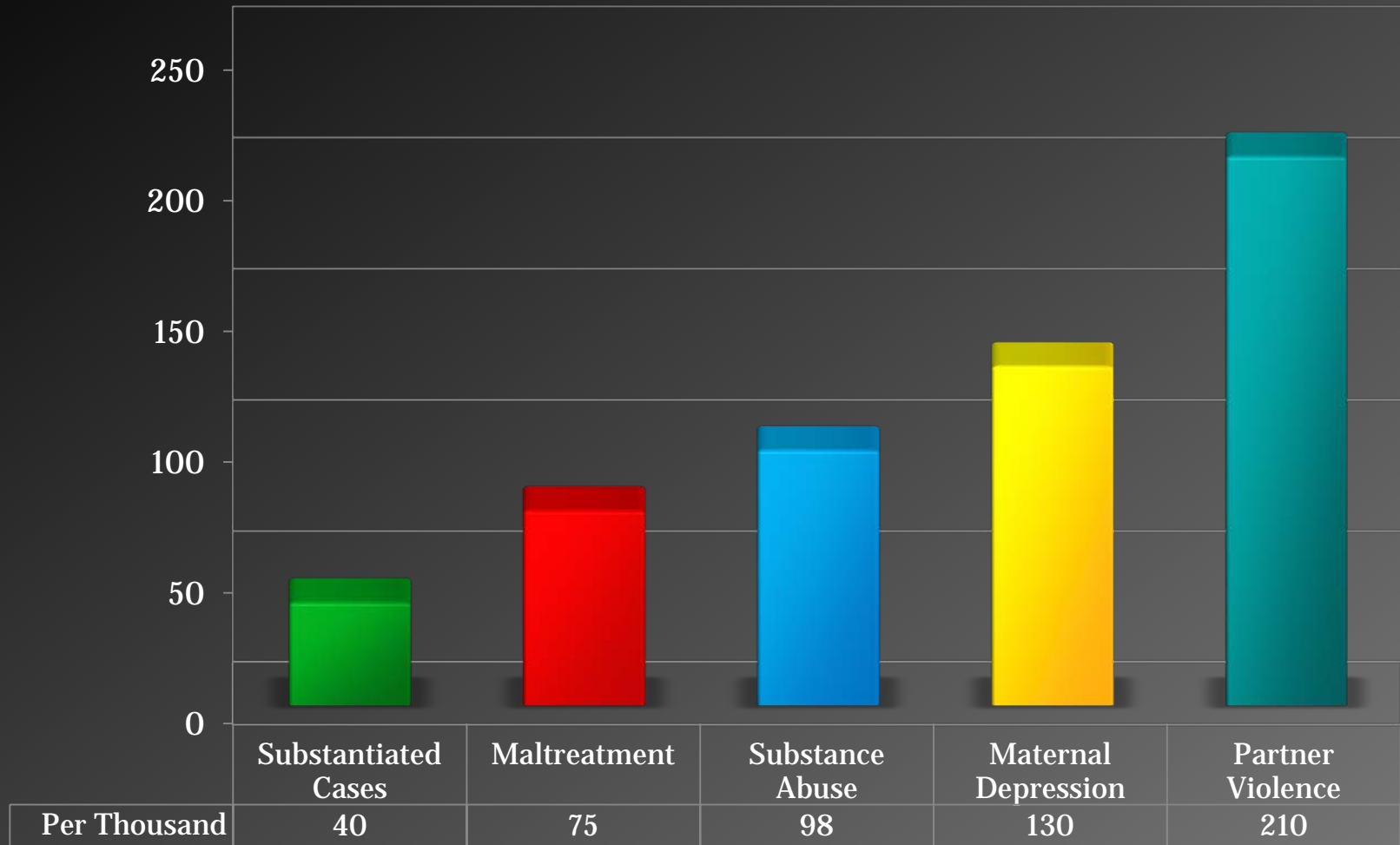
- Serious, temporary stress responses
- Buffered by supportive relationships

## Toxic

- Prolonged activation of stress response systems
- In the absence of protective relationships
- Overwhelms the child's regulatory capacity



# Sources of Toxic Stress in Young Children



# Adverse Childhood Experiences Study

- Large epidemiological study
- 26,000 adults
- Matched childhood experiences with adult health
- Defined 10 categories, each valued at 1
- Does not score events, just categories

JAMA 2001; 386

# Some Ace Questions

- Before the age of 18:
  - Did you live with someone who was a problem drinker or alcoholic or who used street drugs?
  - Were your parents ever separated or divorced because of marital problems?
  - Did a parent in your home ever swear at you, insult you, or put you down?
  - Did a parent or caregiver ever fail to provide for your basic needs, such as food, clothing, medical care, hygiene, or fail to protect you from known dangers?

# Adverse Childhood Experiences Study

- Childhood Abuse
  - Psychological
  - Physical Abuse
  - Sexual Abuse
- Neglect
  - Emotional
  - Physical
- House Dysfunction
  - Alcoholism
  - Loss of a parent
  - Depression/mental illness
  - Domestic Violence
  - Family member imprisoned

# Physiological Impact of Risk – ACE STUDY

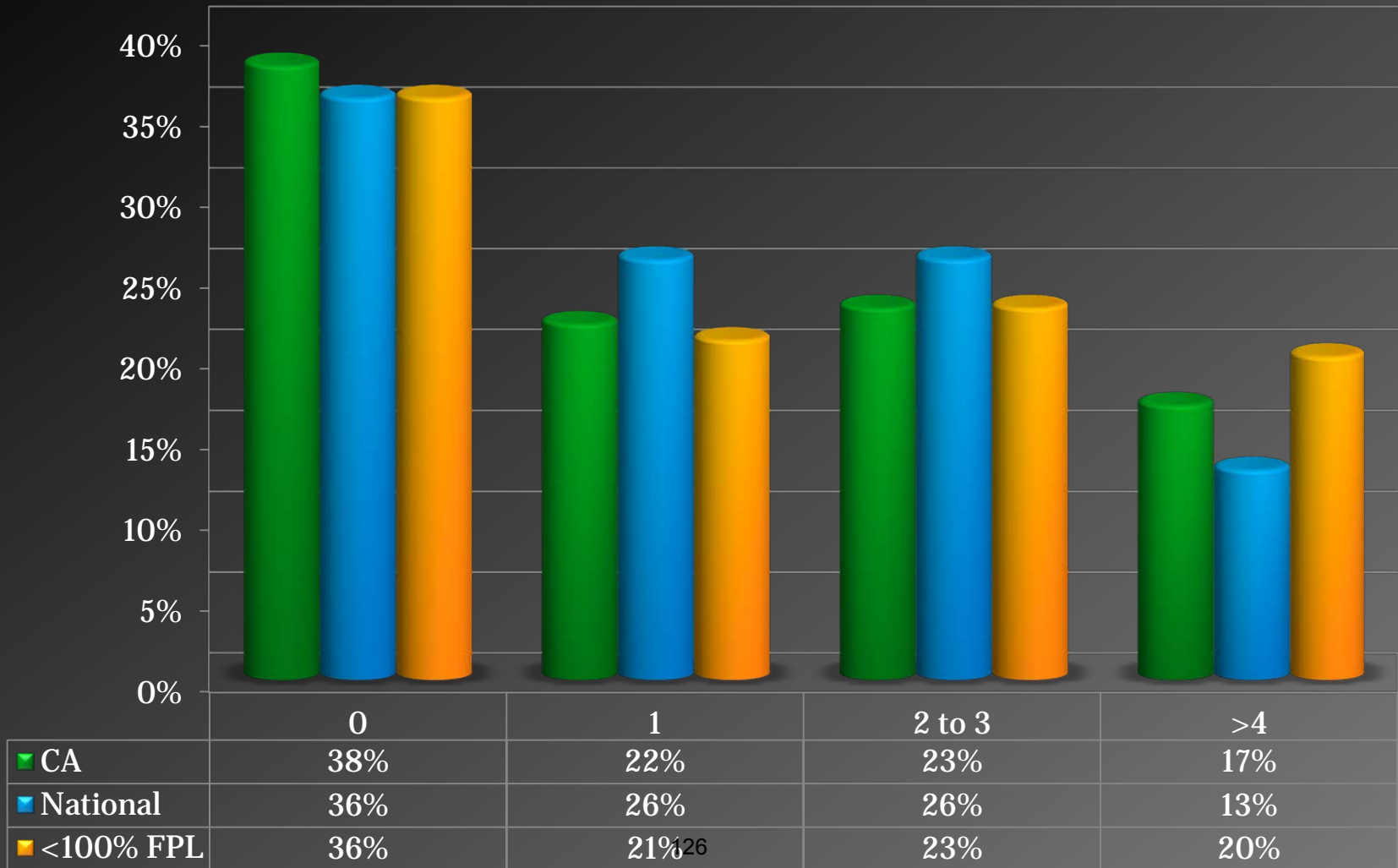
- Events leave a record
- The brain is altered by events
- The greater number of childhood traumatic exposures, the greater risk of early adult disease and death, from any cause.
- Many chronic diseases of adults are determined in childhood, not by disease but by the events of childhood.

# ACE Results

- With a score of 4 or more
  - 513% increase in depression
  - 1,296% more likely to be removed from home
  - 1,220% increase in attempted suicide
  - 740% increase in alcoholism
  - 470% increase in illicit drug use
  - 320% increase in >50 sexual partners
  - 250% increase in STD

# Adverse Childhood Events

## State and National Relationship to Poverty



# The Relationship Between Trauma and Behavior and Learning



# Emotional States Dictate Behavior

**Grumpy**

- Easily frustrated
- Curt with others

**Grateful**

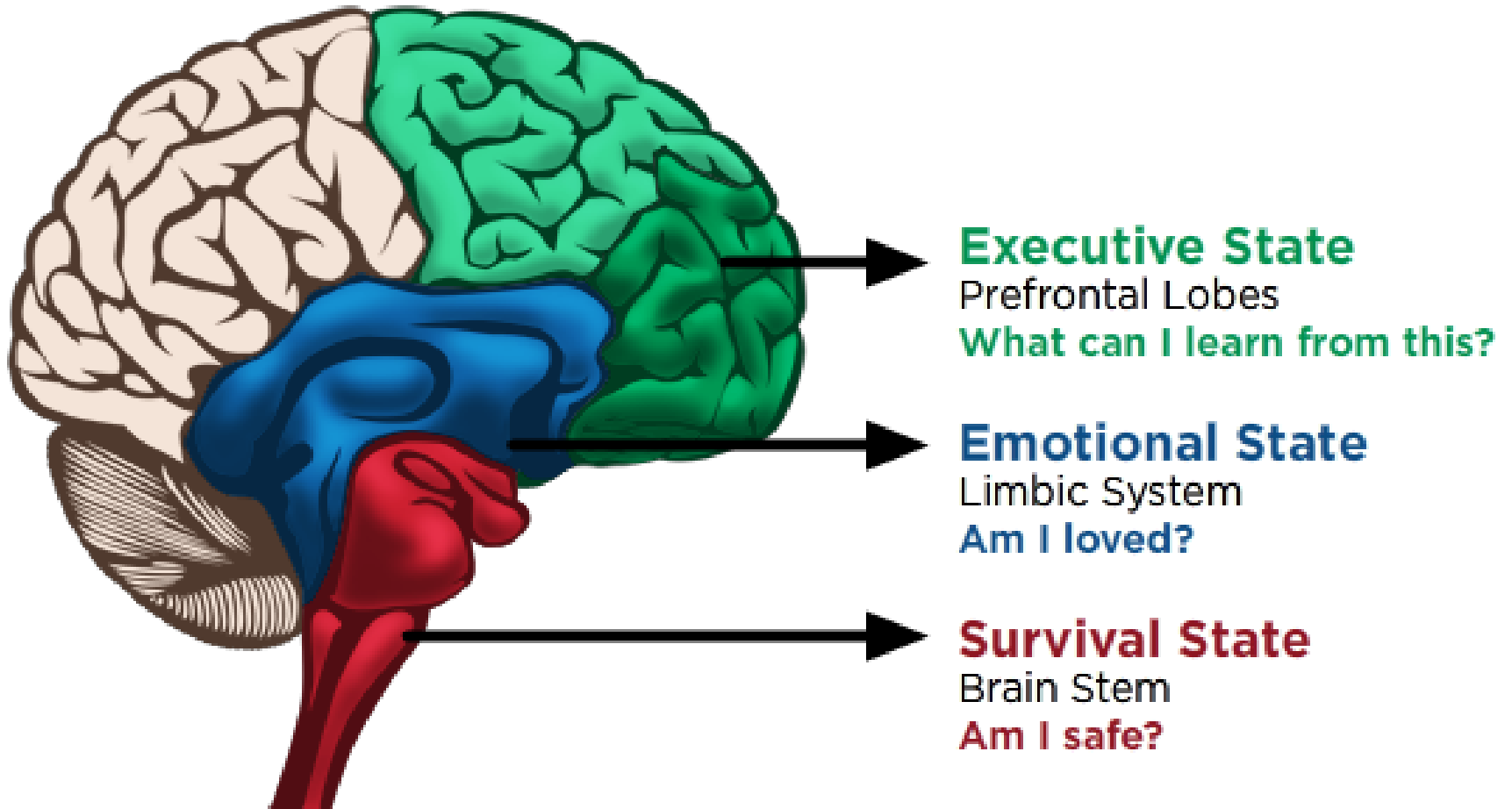
- Generous
- Thoughtful

**Upset**

- We behave, speak and discipline much like our parents

**Goal**

- To understand how this happens and how we can change it.



# Skill Sets of Mental States

## State

Trigger

Skills

Principles

## Survival

Threat

Fight, flight,  
surrender

Safety

## Emotional

World not going  
our way

Autopilot: Words  
and tone match  
key childhood  
authority figures

Connection

## Executive

Calm

Wise choices,  
attunement to  
others, focus,  
ideal state

Problem solving

# Self-Regulation

- Cornerstone for a successful life.
- Goal:
  - Awareness of our own state.
  - Access the tools to manage our own thoughts, feelings and actions.



“As long as people are either hyperaroused or shut down, they cannot learn from experience.”



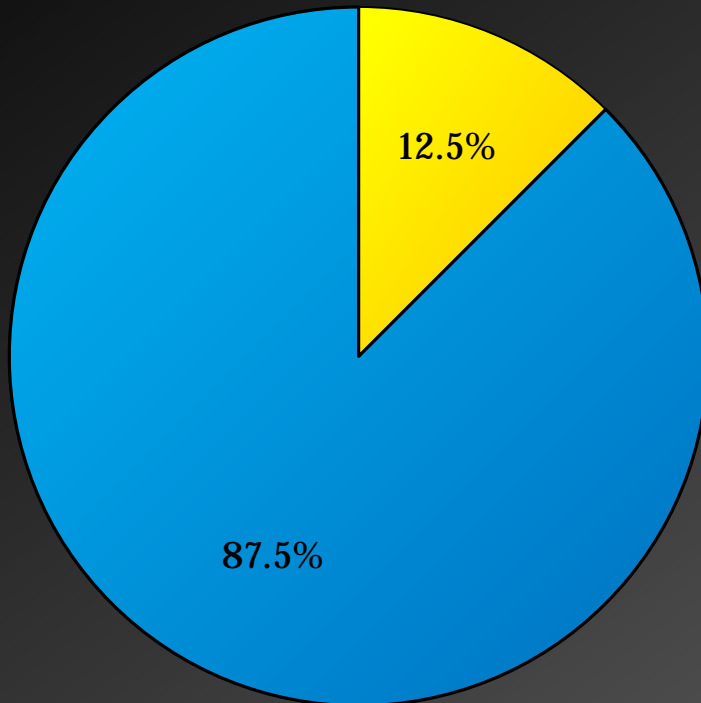
It begins  
early...

# Early Intervention

Children who participated in high quality, developmentally appropriate early intervention programs scored at the 76<sup>th</sup> percentile.

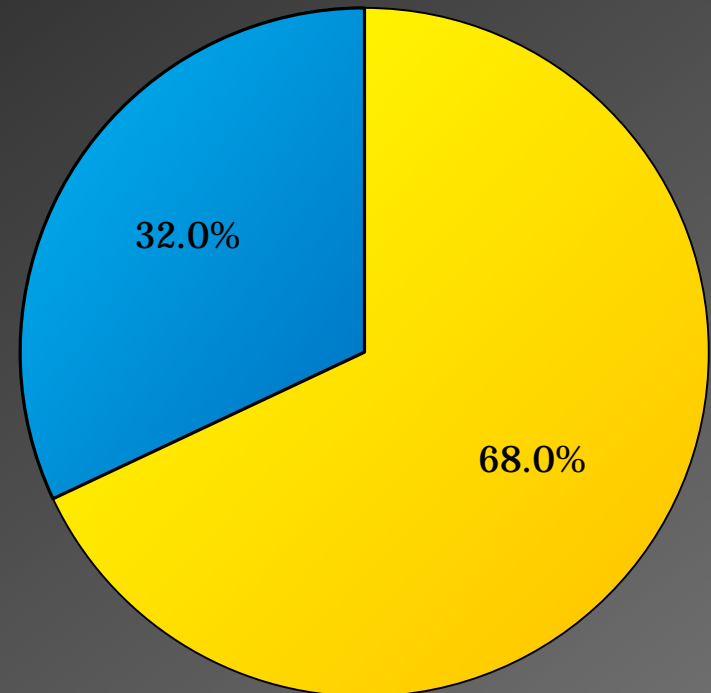
# Securely Attached Babies Thrive When They Get to Preschool

Children Who Were Anxiously Attached at 12 Months



- Those who Function Well in Preschool
- Those Who Function Poorly in Preschool

Children Who Were Securely Attached at 12 Months



- Those who Function Well in Preschool
- Those Who Function Poorly in Preschool



# Insecure Attachment

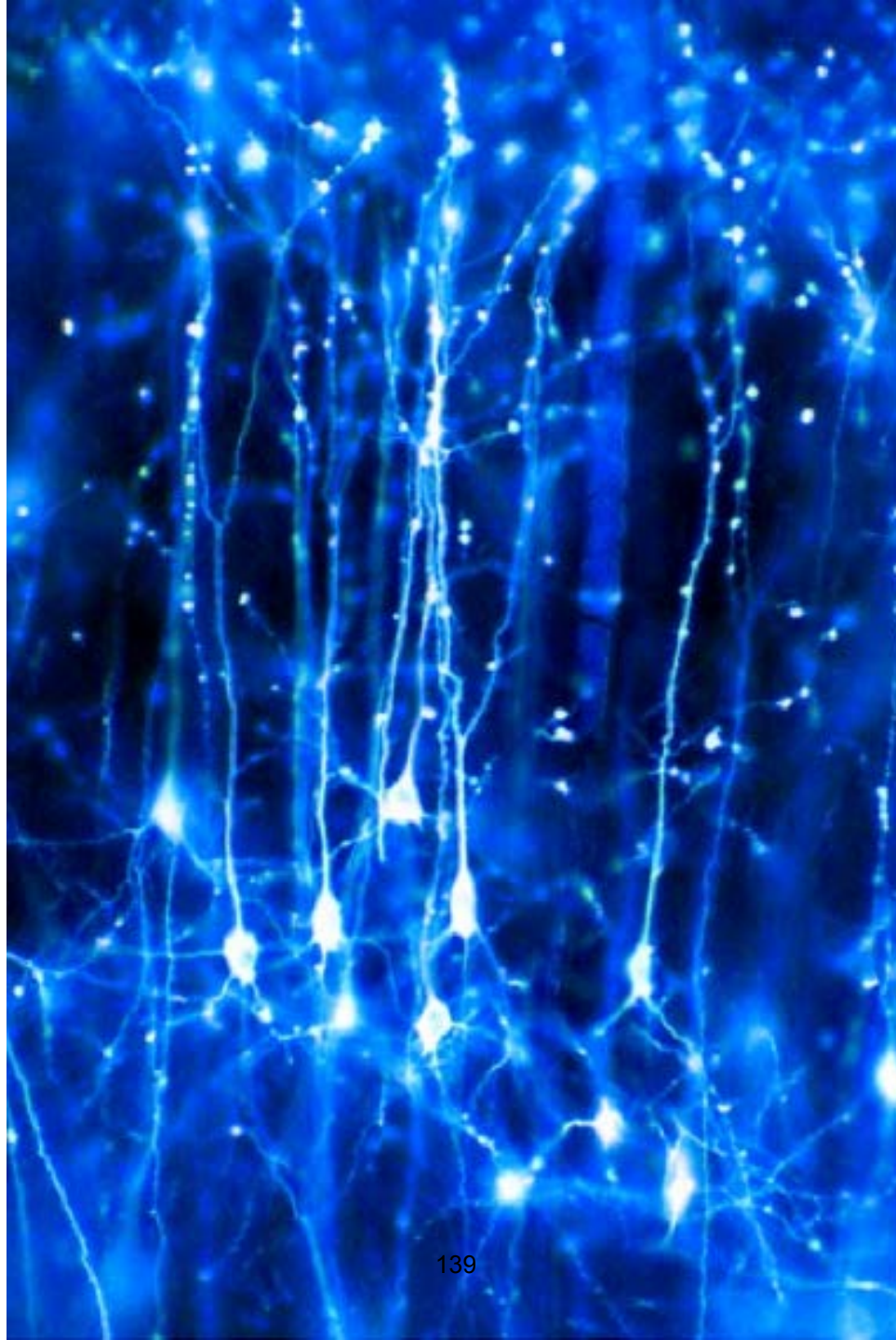
- Less time in interactions results in:
  - Less empathy
  - Less trust
  - Less opportunity to care and connect through gene activation.

# The Moralization of Attachment

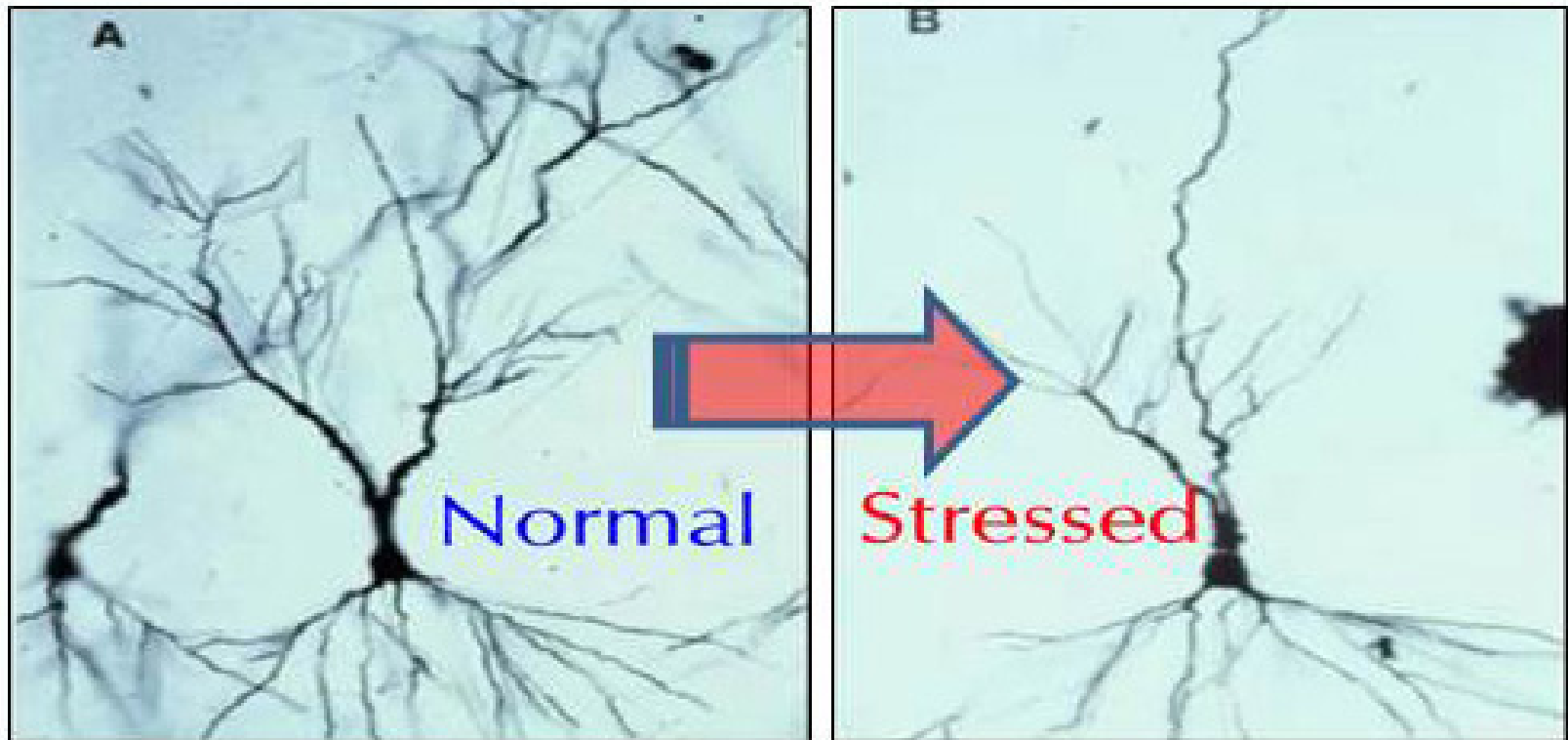
- The absence of connectedness
  - “the same symptoms in children who’d been deprived of their mothers –
    - the superficial relationships,
    - the poverty of feeling for others,
    - the inaccessibility,
    - the lack of emotional response,
    - the often pointless deceitfulness and theft,
    - and the inability to concentrate in school”

Neurons that  
fire together,  
wire together, and  
survive together.

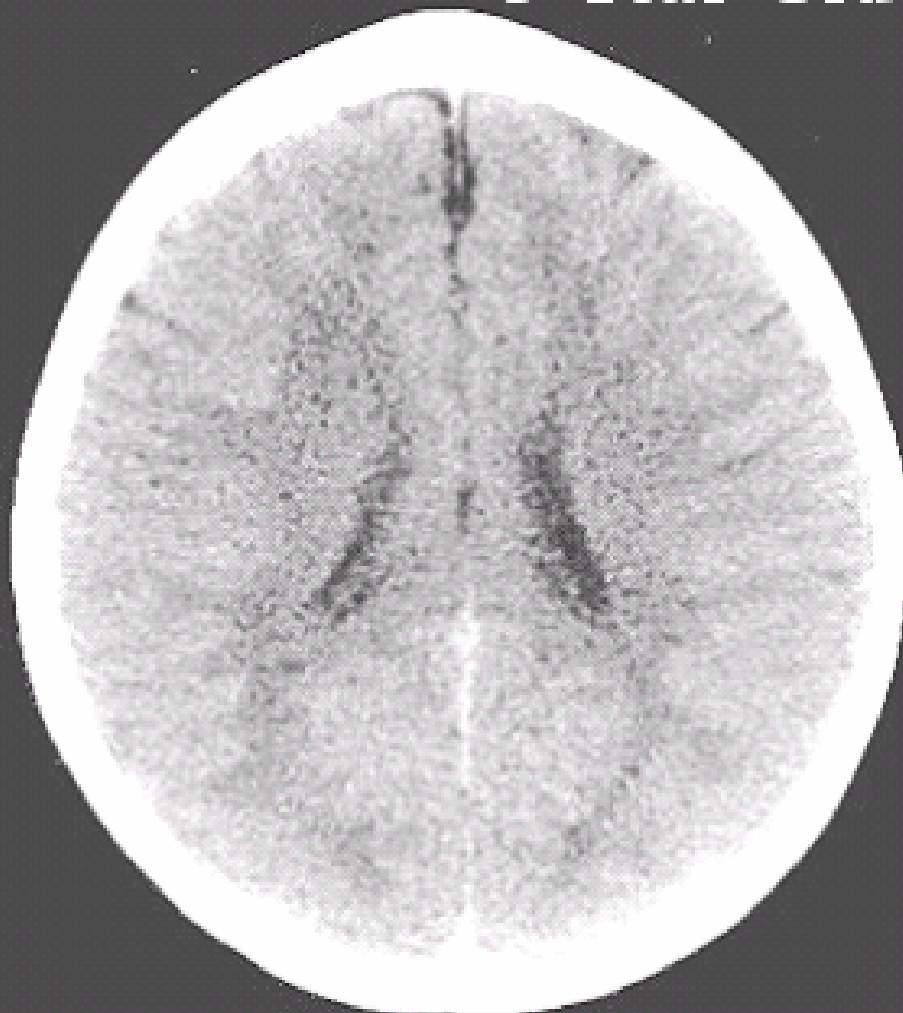
Alan Schore



# Stress Shrinks Brain Networks



## 3-Year-Old Children



**Normal**



**Extreme Neglect**

What can we do  
about it?

# Neurobiology of Attachment

- Create neural connections between:
  - Dopamine (feel good)
  - Endorphins (pleasure)
  - Oxytocin (human connection and bonding)





# Positive Teacher-Child Relationship

Children in classrooms characterized by teachers who they believed truly cared for them scored at the 76<sup>th</sup> percentile.

# Connections Provide Three Essential Ingredients for Success

## Willingness to Learn

- We are brought to a place of willingness to learn through a sense of belonging.

## Impulse Control

- Connection with others wires the brain for impulse control.
- Connection teaches self-regulation skills in context.

## Attention

- Attention system engages with positive emotions.
- Fostered through an atmosphere of caring, encouragement, and meaningful contributions.

# Connection = Cooperation

- The motivation to behave comes from being in a relationship.
- Connection wires the brain for impulse control and willingness.
- Connections on the outside build connections on the inside.



# Developing Self-Regulation

- Self-regulation of:
  - Aggression, and
  - Anxiety
- Supported in the presence of caring adults.
- Move from correction to connection
- Move from compliance to alliance



To change the brain structure  
and develop new neurons,  
the matter of frequency,  
intensity, and the use of  
repetition is key.

“The human brain is  
talked into talking and  
loved into loving”

# Trauma-Informed Early Intervention



# Sense of Connection Creates a Biochemistry that Optimizes the Function of Our Brain

- Ingredients for Connection:
  - Eye Contact
  - Touch
  - Presence
  - Playful Situation



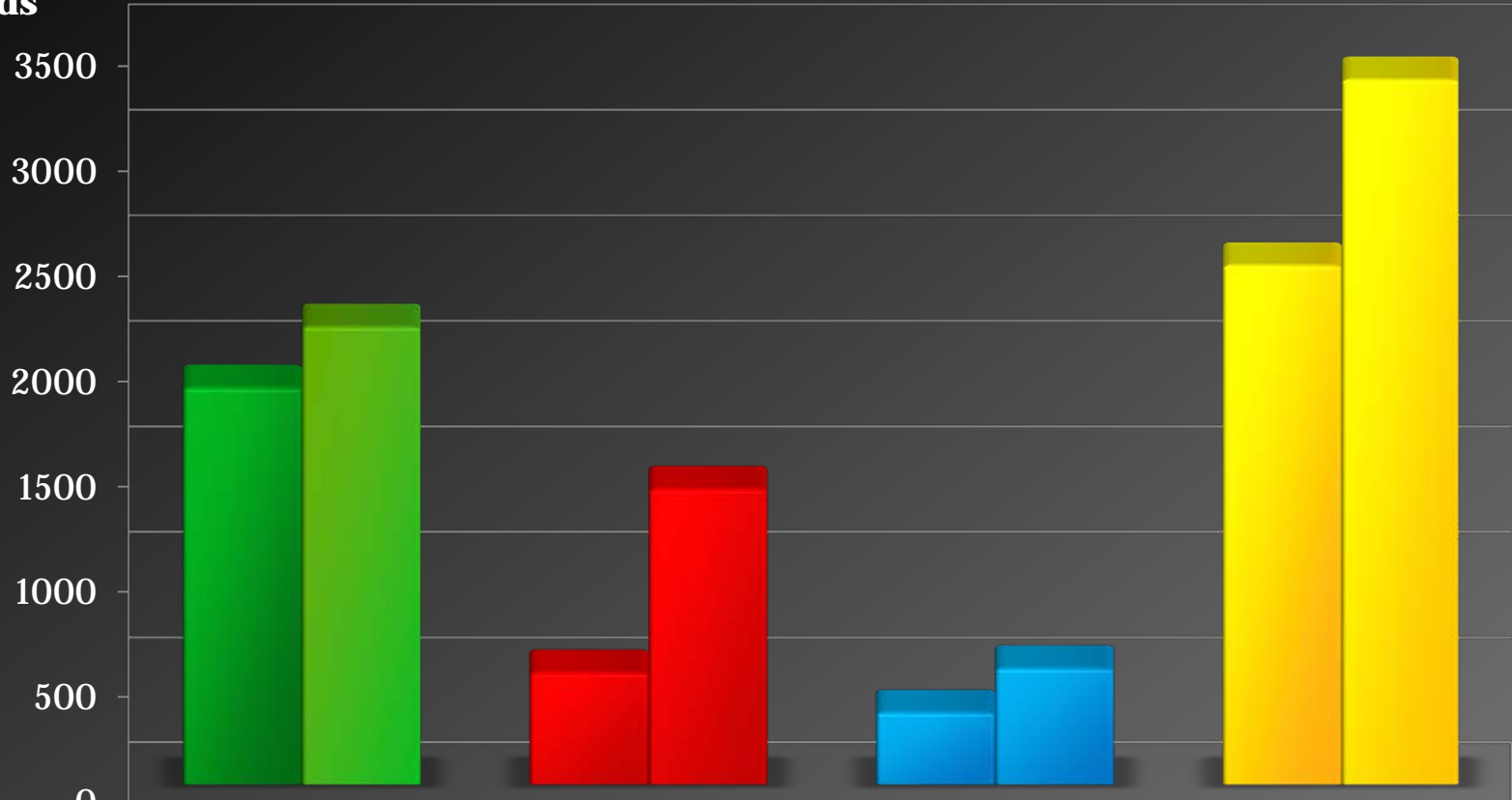




**Is It Worth It?**

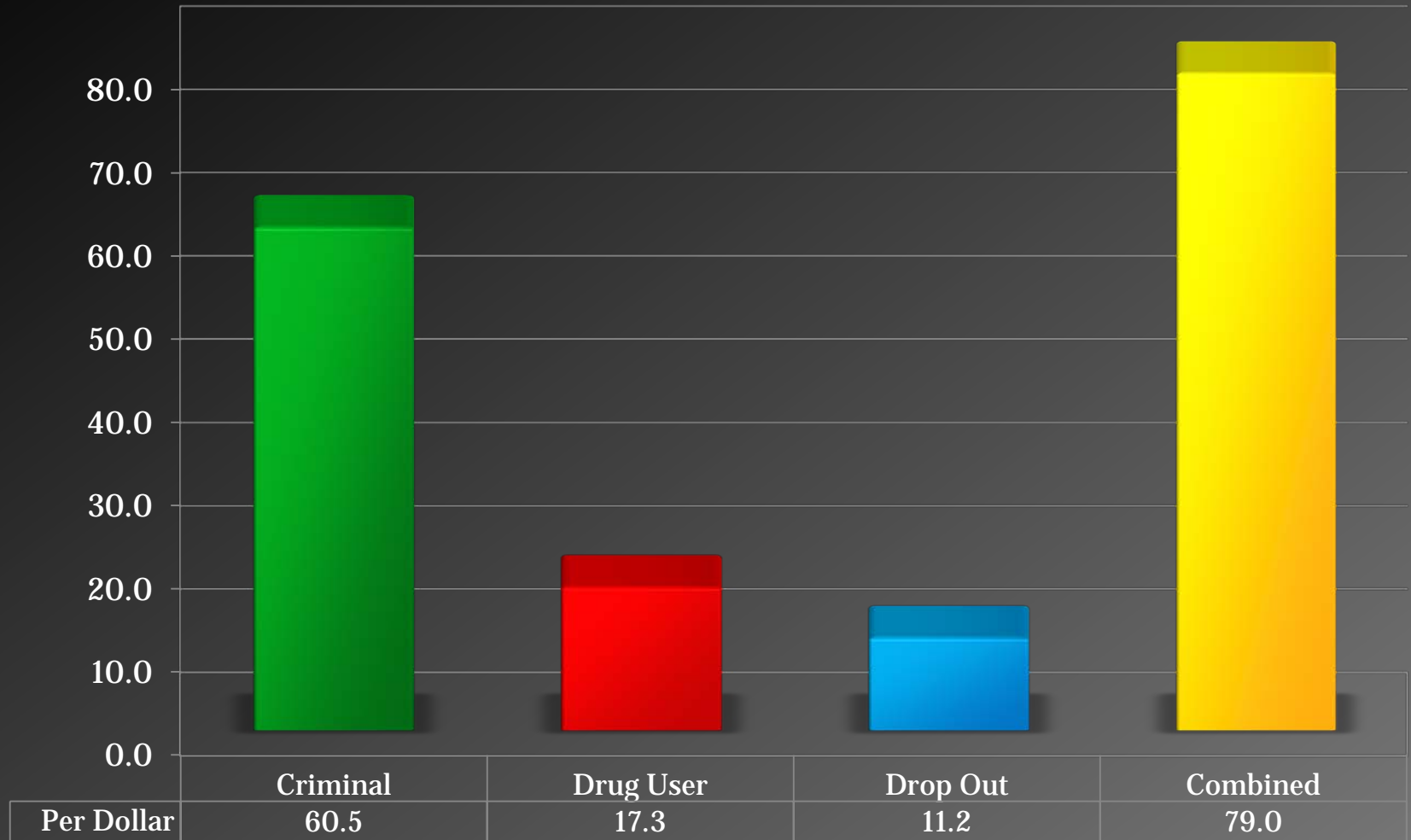
# The Monetary Value of Saving High Risk Youth

Thousands



	Criminal	Drug User	Drop Out	Combined
Low	1890	540	350	2470
High	2180	1410	560	3350

# The Monetary Value of Saving High Risk Youth





# Head Start Trauma Smart:

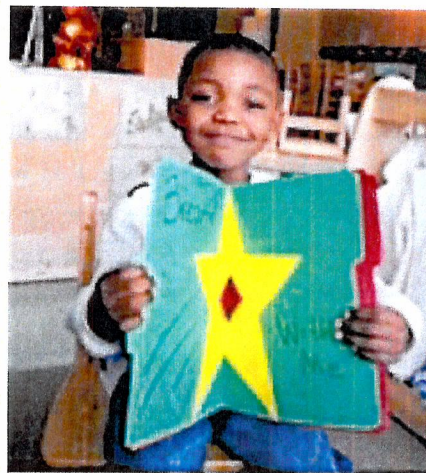
## Creating Trauma-Informed Head Start Communities

by Avis Smith, ACSW, LCSW, LCSW  
Crittenton Children's Center, Kansas City, MO

Rachel is 3 years old. She is the only survivor of an automobile accident that took the lives of her grandfather, older brother, and baby sister. Months after the accident, her mother reports that Rachel cries and tantrums every time they stop to purchase gasoline for their vehicle. Head Start teachers report that Rachel becomes agitated and runs around the classroom as soon as they begin to put cots out for nap time. If they don't block the door, Rachel runs out of the center. If teachers try to contain Rachel so that she is safe, she cries, hits, and bites them. Teachers fear for Rachel's safety and their own. Exhausted and worried, they recommended a shorter day at Head Start. If Mom leaves work before 5 p.m. to pick up Rachel, she will lose her job.

David is 4 years old. His father was incarcerated a year ago. David restricts his play at Head Start to the dress-up area, refusing to explore other centers during free play. Each day he plays the role of policeman, over and over again, handcuffing his peers, taking them to jail. If the other children don't cooperate, David screams, hits, and destroys this area of the classroom.

Javon is five years old. At age four, he awoke in the middle of the night, climbed out of bed, wandered into the kitchen and picked up a cigarette lighter that had been left on the table. Javon's seven-year-old brother died in the ensuing fire, and his three-year-old sister has visible scars covering the right side of her body. At Head Start, Javon constantly draws pictures of fire, firemen and fire trucks, repeating, "I'm bad, I'm bad." Head Start teachers report that Javon's Mom rarely makes eye contact with him



*Child teaching peers how to do deep belly breathing to calm down.*

anymore, and her responses to him are short and without emotion.

The scenarios above represent scores of children referred to Head Start Trauma Smart over the last few years. Nationwide, 25% of all children experience at least

one traumatic event by the age of four years. (Briggs-Gowan, Ford, Fraleigh, McCarthy, Carter, December 2010. *Journal of Traumatic Stress*, Vol. 23, Issue 6, p. 725-733). Left untreated, we now know that childhood traumatic events are strongly correlated to increased risk for alcoholism, drug abuse, depression, suicide attempts, nicotine addiction, sexually transmitted diseases, obesity, heart disease, lung disease, skeletal fractures, and liver disease. (Felitti, Anda, Williamson, Edwards & Mark, 1998. *American Journal of Preventive Medicine*, Volume 14, Issue 4, p.245-258.)

**Head Start Trauma Smart (HSTS):** HSTS is an early childhood trauma intervention model created by Crittenton Children's Center in Kansas City, MO. It is designed to support young children like Rachel, David, and Javon, as well as, the parents and teachers who love and care about them. HSTS promotes the development of systemic trauma awareness in Head Start communities, teaching resiliency and practical lifelong coping skills. It also addresses three national priorities of Head Start: family engagement, mental health, and school readiness.

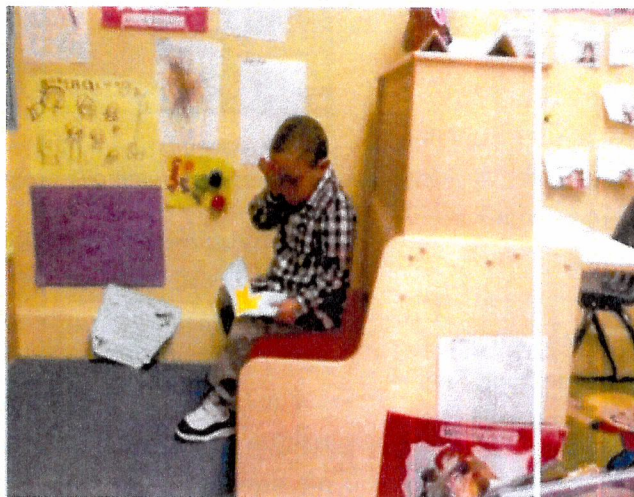
HSTS began in 2008 at EOF Head Start in Wyandotte County, KS, through a generous grant provided by the REACH Foundation, the Health Care Foundation of Greater Kansas City (HCFGKC) and the Hall Family Foundation. It expanded in 2010 to include Operation



Breakthrough and St. Mark's Child and Family Development Center in Kansas City, MO, through a grant from the Robert Wood Johnson Foundation, Local Funding Partnerships and local funders, including the REACH Foundation, HCFGKC, the Hall Family Foundation and Victor E. Speas Foundation, Bank of America, Trustee. Plans are underway to implement the HSTS model in partnership with Head Start programs in other regions in Missouri beginning in 2013.

Nationally recognized training for staff/parents/caregivers: Crittenton provides a series of training sessions for staff (administrators, teachers, bus drivers, kitchen, secretarial staff, etc.) and parents/caregivers. Our goal is to create a trauma-informed early childhood environment for all children. Training has been specifically adapted for early childhood providers/caregivers from a trauma-informed framework that promotes resilience, entitled Attachment, Self-Regulation, Competency (ARC), created by Blaustein and Kinniburgh at The Trauma Center at Justice Resource Institute outside of Boston, MA.

The areas most affected by childhood trauma are a child's ability to form secure relationships (attachment), a child's ability to identify, adjust and express emotions (self-regulation), and a child's ability to meet age-appropriate



*Child utilizing a Calm Down Spot in the classroom. A Calm Down Spot is an area of the classroom where children can go on their own, one at a time, to calm down if they are having big feelings. Children learn how to utilize the tools in the Calm Down Spot so that teachers can continue with instruction.*

developmental norms (competency). HSTS training addresses all of these areas and provides concrete skills and hands on materials that parents and teachers can readily use. Staff/parent satisfaction with training is above a 4 on a 5-point scale.

Individual therapy services for children: A trauma-informed environment improves accuracy of identification of children requiring therapeutic intervention. HSTS also

provides site-based therapy services for children and families attending Head Start/Early Childhood Centers. Services are provided by licensed masters-level therapists trained in trauma-informed treatment models, including ARC and Trauma-Focused Cognitive

Behavioral Therapy (adapted for preschool children).

Children receiving therapy services show statistically significant positive behavior changes, as measured by the Achenbach CBCL and TRF 1.5-5. Teachers and parents report satisfaction scores above a 4 on a 5-point scale on all measures.

Staff and parent consultation: Head Start teachers enjoy weekly classroom consultation and therapists maintain regular contact with parents of children receiving therapy services. Therapists also attend monthly parent group meetings and provide psycho-educational training on topics relating to early childhood growth, development, and trauma. This complements the full ARC training that is offered for parents. Teachers and parents who become passionate about HSTS can receive additional training to become mentors, helping coach their friends and colleagues to success.

The Classroom Assessment Scoring System (CLASS), is utilized to measure skill change in the classroom. Since CLASS scores were first recorded during the fall of 2009, all programs have shown steady gains with several dimensions beyond the current national mean.

Community impact: Our goal is to work through the natural environment of Head Start centers to help communities understand and to proactively intervene on behalf of young children who have experienced trauma. The outcomes we seek are for traumatized children to heal and go on to lead confident, productive lives. These successes also yield a direct and positive impact for all the children in Head Start classrooms, and throughout the surrounding community.

The HSTS model delineates how we think about this process. We know that approximately 5-7 % of children have emotional

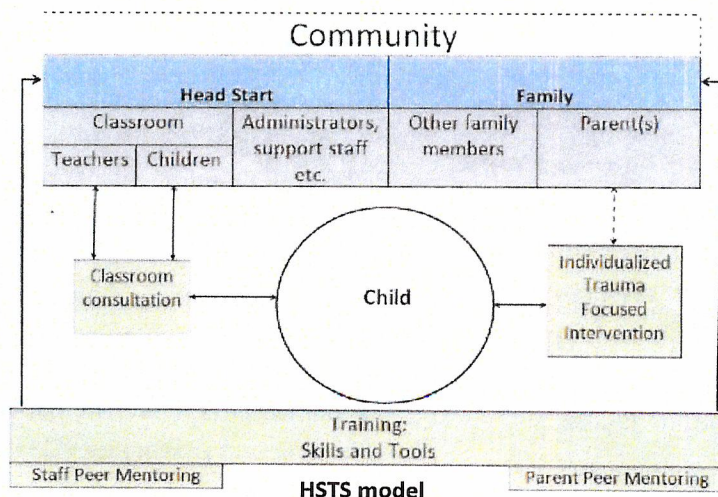
CLASS Scores	All Sites	All Sites	All Sites	All Sites	All Sites	National Mean
	October 2010 Baseline	April 2011	October 2011	April 2012	October 2012	
Positive Classroom Climate	4.56	4.36	5.01	5.16	5.59	5.28
Negative Classroom Climate	1.76	1.73	1.50	1.73	1.39	1.55
Teacher Sensitivity	4.00	3.95	4.15	4.48	4.67	4.70
Respect for Student Perspectives	3.59	3.65	4.04	4.33	4.44	4.36
Behavior Management	4.20	4.27	4.88	4.61	4.78	4.97
Productivity	4.58	4.63	5.32	5.26	5.00	4.50
Instructional Learning Formats	3.29	3.05	3.75	3.71	3.83	3.90
Concept Development	1.76	1.55	1.32	1.76	1.90	2.09
Quality of Feedback	2.18	2.02	1.70	2.04	2.55	2.04
Language Modeling	2.58	2.25	2.10	2.19	2.61	2.85
Emotional Support Domain	4.60	4.56	4.92	5.06	5.33	5.00
Classroom Organization Domain	4.02	3.99	4.65	4.52	4.54	4.50
Instructional Support Domain	2.17	1.94	1.71	2.00	2.35	2.50

conditions severe enough to warrant individualized therapeutic services. We also know that all children benefit from being in Head Start classrooms that are trauma informed. Teachers and parents do not have to become

“therapists” in order to provide a calm, supportive classroom or home environment. Adults can develop skills to manage their own anxiety, attune to children, create safe routines and rituals, and help children identify, modulate, and

express emotions in socially appropriate ways. When this is accomplished, children’s brains are online for learning.

Where are they now? Rachel just turned 5. After working with the HSTS therapist, her mother investigated and learned that the smell of gasoline permeated the scene of the accident. Each time Mom went to the gas station, the smell caused Rachel to re-experience the fear and loss of control she felt on the day of the accident. The therapist helped her learn



relaxation skills, and worked with Mom to gradually increase Rachel's level of exposure so that she now accompanies Mom to the gas station without feeling afraid or throwing a tantrum.

Teachers discovered that when Rachel became quiet and still, she was more likely to miss her siblings and remember scenes from the accident. They experimented with multiple interventions, and finally found that Rachel could lie quietly on her cot if they allowed her to listen to her favorite story through headphones connected to a small DVD player. Teachers report that Rachel now falls asleep about halfway through the story. They also learned that their fears of "every child wanting a DVD player at nap time" did not happen and that the other children could understand the need for Rachel to have an individualized plan.

David's teachers report that he still has days when the jail theme is prominent in his play, but that he has begun exploring other areas of the classroom. Mom reports that after meeting with the HSTS therapist, she stopped forcing David to go to the prison for visitation, allowing him more choice on when he accompanies her. David meets weekly with the HSTS therapist. Having a safe place to talk about what happened to his dad decreased his need to re-enact the scene with his peers. Teachers encourage David to use the art area, where he has drawn lots of pictures for his Mom to take to his father. Dad has begun writing letters to David. With this new means of communication in place, David no longer needs to be searched and subjected to walking through metal detectors to have a connection with his dad.

Javon's situation remains difficult. His mother told the therapist that for months, every time she looked at Javon all she could see or feel was the loss of his older brother, her first-born child. She also struggled as she watched her young daughter undergo many months of painful treatment at the burn hospital. Mom is angry, and strongly believes that Javon knew better than to play with her cigarette lighter.

Javon's teachers and therapist walked a very delicate line with Mom, knowing that blaming Javon for the fire protected her from feeling responsible. They gently educated her about young children's curiosity, especially about "forbidden" objects. Teachers remained alert for times when they could compliment and praise Javon for being kind and caring in the classroom. They are slowly helping Javon see that he is a bright, caring, curious child, not a "bad" one.

In addition, teachers encouraged Javon's grandmother to spend more time with him, thus increasing his positive adult interaction. As his grandmother became more involved, Javon's behavior at school settled down. This family is still struggling, but when Javon entered kindergarten, both mother and grandmother agreed to meet with the school counselor and allow Javon to participate in a small group for children who have lost family members. Javon's Mom also began to reach out to her pastor and church for support, no longer carrying this burden alone. We feel hope for this family.

What do teachers and parents say about Head Start Trauma Smart?

"Before HSTS, I was exhausted from the strain of my job. Now, I know how to take better care of myself, and I know I am making a difference." Teacher, EOF Head Start

"Before HSTS, I felt all alone in the classroom. I really thought these kids' issues were too big for me to handle. Now I have ARC tools that really help." Teacher, Operation Breakthrough

"Before HSTS, I felt so incompetent as a parent. Now I have skills that work, not only with my 4 year old, but also with my 13-year-old son. I am becoming a calm, confident parent... and my son is becoming a calm, confident teenager. Thank you Head Start Trauma Smart! Parent, Mid-America Head Start

All of us wish we could keep bad things from happening to young children, and yet the sad reality is that we can't. It helps to know that, together; we **can** do something about these situations. Head Start administrators, teachers, parents and HSTS staff are learning and passing on skills that last a lifetime!



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## I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Inland Empire Autism Assessment Center of Excellence (AAE):** 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 95<sup>th</sup> 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 85<sup>th</sup> percentile and lower than the 95<sup>th</sup> percentile for children of the same age and sex within the ages of 2-19 years.

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

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

## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Participants

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

### B. Contractor Capacity

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

### C. Contract Assignability

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

### D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service

representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

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

O. Child Abuse Reporting

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

#### T. Licenses and Permits

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

#### U. Health and Safety

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

#### V. Contract Compliance/Equal Employment Opportunity

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

#### W. Americans with Disabilities Act

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



X. Attorney's Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

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

AA. Attribution

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

BB. Incongruous Activities

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

CC. Reports

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

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

- Program Reports

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

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DD. Pro-Children Act of 1994

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

EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
- 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

**GG. Recycled Paper Products**

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

**IV. COMMISSION RESPONSIBILITIES**

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

**V. FISCAL PROVISIONS**

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$206,713 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2017-18    \$206,713    July 13, 2017 through June 30, 2018

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**B. Payment Provisions**

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

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

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

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with

the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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## **VI. RIGHT TO MONITOR AND AUDIT**

### **A. Right to Monitor and Audit**

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

### **B. Availability of Records**

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

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

### **C. Assistance by Contractor**

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

### **D. Independent Audit Provisions**

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

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### **E. Recovery of Investigation and Audit Costs**

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

### **A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:**

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or



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

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

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

### **A. Equal Employment Opportunity Program**

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

### **B. Civil Rights Compliance**

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



## **XI. IMPROPER CONSIDERATION**

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

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

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

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the 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.

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continued on next page

**XI. CONCLUSION**

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

CHILDREN & FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY

CALIFORNIA ASSOCIATION OF HEALTH &  
EDUCATION LINKED PROFESSIONS

Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

Maxwell Ohikhuare, M.D.  
Printed Name

Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

Jenae Holtz  
Printed Name

CEO  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing

▶ \_\_\_\_\_  
Cindy Faulkner  
Operations Manager

\_\_\_\_\_  
Date

Approved as to Legal Form

▶ \_\_\_\_\_  
Sophie Akins  
Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature

▶ \_\_\_\_\_  
Karen E. Scott  
Executive Director

\_\_\_\_\_  
Date



Agency Name: California Association of Health and Education Linked Professions (CAHELP)

Contract # SI025

Program Name: Trauma Informed Early Intervention Pilot

Period: July 13, 2017-June 30, 2018

Service Area: Apple Valley

**Goals of the Pilot:**

The goals of the pilot are to enable a replication and sustainability of the pilot throughout San Bernardino County by:

- Identifying a training team to work in regions of the county to prepare early educators in conducting a Trauma informed classroom.
- Based on the successes of the pilot, to narrow the scope of what is most effective practice for children of trauma.
- Present successes on the progress of all children in the pilot academically, behaviorally and social-emotionally to all early education programs in San Bernardino County as education and promotion to incorporate an early intervention trauma informed model.
- To identify within each school district how to use Local Control Funding Formula (LCFF) sources to train all preschool teachers prior to each school year and fund coaching throughout the year.

Activity	Personnel	Dosage
Planning for 2-week training –Planning will include a calendar of trainings and coaching sessions throughout the year. The coaches will organize vendors under the direction of their lead from D/M SELPA, DMCC and CAHELP CEO.	2 CAHELP employees (20 hours per week each)	80 hours
Weekly teaming on children for 36 weeks accommodate payment for extra time served)	Preschool Teachers CAHELP employees	54 hours over 36 weeks
Planning and Coaching CAHELP coaches will develop schedule of coaching and a matrix to provide documentation to coachee and report of progress for each coaching session. Coaches will also prepare, train and/or schedule trainers under the direction of their lead from D/M SELPA, DMCC and CAHELP CEO for the weekly calendar of parent education opportunities and the plan for engagement of parents.	CAHELP employees Preschool Teachers	80 hours over 36 weeks
Coaching/Parent Education Coaches will document each coaching session to provide to the coachee progress made in implementing trauma informed care with fidelity. Coaches will provide weekly parent education.	CAHELP employees Parents Preschool Teachers	Titrated system of supports through the school year Level 1 – First 3 months – 3 days a week Level 2 – Months 4-6 – 2 days a week Level 3 – Months 7 – 12 – 1 day a week
Support Time	CAHELP employees	180 hours

**SPA 1: Children and Families**

**Goal 1.2: Early Learning**

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

**Objective 1.2.c:** Parents and caregivers are engaged in children's learning

ATTACHMENT A

PROGRAM WORKPLAN

Evaluation		
Initial assessments: Trauma Inventory CLASS ACE CBCL PSI DRDP CANS  Mid CBCL PSI CANS  Post assessments CBCL PSI DRDP CANS	CAHELP will contract with a researcher to provide an assessment of the progress of students in January 2018 to ensure the Trauma Informed Preschool is meeting the goals of this pilot. The researcher will evaluate all data at the end of the preschool year in May 2018 and submit a report with the findings within 60 days of the conclusion of the program.	



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

<b>ORGANIZATION:</b> CAHELP	<b>DIRECTOR:</b> JENAE HOLTZ, CHIEF EXECUTIVE OFFICER	<b>PROGRAM YEAR:</b> 2017-18
<b>PROGRAM TITLE:</b> TRAUMA INFORMED PRESCHOOL	<b>PROGRAM DIRECTOR:</b>	<b>TOTAL BUDGET:</b> 206,713
<b>INITIATIVE:</b>	<b>FINANCE OFFICER:</b> MARINA GALLEGOS, CONSULTANT	<b>RFP/CONTRACT #:</b>

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	TO BE ASSIGNED PROGRAM SPECIALIST	0.05	69.29	80	34%	5,543	1,869	7,413	146,035	5%	PLANNING, COACHING, PARENT EDUCATION, TRAINING, AND DOCUMENTATION PREPARATION.
2	TO BE ASSIGNED INTERVENTION SPECIALIST	0.99	38.42	1568	44%	60,247	26,733	86,979	87,423	99%	PLANNING, COACHING, PARENT EDUCATION, TRAINING, AND DOCUMENTATION PREPARATION.
3	TO BE ASSIGNED OFFICE SPECIALIST II	0.07	27.54	115	50%	3,168	1,569	4,737	64,915	7%	CLERICAL SUPPORT TO PROGRAM.
<b>Total Salaries &amp; Benefits</b>						\$ 68,958	\$ 30,171	\$ 99,129	\$ 298,373		



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

<b>ORGANIZATION:</b>	CAHELP	<b>DIRECTOR:</b>	JENAE HOLTZ, CHIEF EXECUTIVE OFFICER	<b>PROGRAM YEAR:</b>	2017-18
<b>PROGRAM TITLE:</b>	TRAUMA INFORMED PRESCHOOL	<b>PROGRAM DIRECTOR:</b>	0	<b>TOTAL BUDGET:</b>	206,713
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	MARINA GALLEGOS, CONSULTANT	<b>RFP/CONTRACT #:</b>	0

**II. SERVICES & SUPPLIES**

Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 PROGRAM MATERIALS/SUPPLIES	2%	\$ 4,607	INSTRUCTIONAL MATERIALS TO SUPPORT PROGRAM IMPLEMENTATION FOR TRAUMA INFORMED INSTRUCTION.
2 STAFF DEVELOPMENT/TRAINING	1%	\$ 3,000	STAFF DEVELOPMENT COSTS TO INCREASE THE CAPACITY OF STAFF PROVIDING DIRECT SERVICE FOR TRUAMA INFORMED INSTRUCTION INCLUDING SIDE BY SIDE COACHING.
3 PRINTING	0%	\$ 1,000	PRINTING AND PROMOTIONAL ITEM COSTS FOR PROGRAM RELATED MATERIALS.
4 POSTAGE	0%	\$ 100	POSTAGE COSTS FOR PROGRAM RELATED MATERIALS.
Total Services & Supplies		\$ 8,707	

**III. FOOD**

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

**IV. TRAVEL**

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 APPLE VALLEY	EMPLOYEE MILEAGE/TRAVEL	2,000	MILEAGE REIMBURSEMENT AT APPROVED IRS RATE
Total Travel		2,000	



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

<b>ORGANIZATION:</b>	CAHELP	<b>DIRECTOR:</b>	JENAE HOLTZ, CHIEF EXECUTIVE OFFICER	<b>PROGRAM YEAR:</b>	2017-18
<b>PROGRAM TITLE:</b>	TRAUMA INFORMED PRESCHOOL	<b>PROGRAM DIRECTOR:</b>	0	<b>TOTAL BUDGET:</b>	206,713
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	MARINA GALLEGOS, CONSULTANT	<b>RFP/CONTRACT #:</b>	0

<b>V. SUBCONTRACTORS</b>			
	Organization Name:	<b>TOTAL F5SB BUDGET</b>	Description/Justification:
1	APPLE VALLEY UNIFIED, R. POWELL, PH.D., AND OTHER CONTRACTORS AS NEEDED	80,000	training related to trauma informed instruction will be provided
	Total Subcontractors	80,000	
<b>VI. INDIRECT COSTS</b>			
	Percent: 9%	16,876	INDIRECT COST RATE OF 8.89% AS APPROVED BY THE CDE.
	Basis:		
	Total Indirect Costs	16,876	
<b>TOTAL FIRST 5 BUDGET</b>		\$ 206,713	



## Program Outline Document 2017-2018

### AGENCY INFORMATION

**Contract #:** SI025

**Legal Entity:** California Association of Health and Education Linked Professions (CAHELP)

**Dept./Division:** Desert/Mountain SELPA

**Project Name:** Trauma Informed Support in Early Education

**Address:** 17800 Highway 18 **Phone #:** 760.955.3555  
Apple Valley, CA 92307

**Website:** www.cahelp.org **Fax #:** 760.242-5363

**Program Site Address:** Apple Valley Early Education Center (AVEEC) **Client Referral Phone #** 760.955.3555  
18415 Nakash Road  
Apple Valley, CA 90207

### CONTACT INFORMATION

#### SIGNING AUTHORITY

**Name:** Jenae Holtz **Title:** Chief Executive Officer

**Address:** 17800 Highway 18 **Direct Phone #:** 760.955.3555  
Apple Valley, CA 92307

**E-Mail:** [Jenae.holtz@cahelp.org](mailto:Jenae.holtz@cahelp.org) **Fax #:** 760.242.5363

#### CONTRACT REPRESENTATIVE

**Name:** Jenae Holtz **Title:** Chief Executive Officer

**Address:** 17800 Highway 18 **Direct Phone #:** 760.955.3555  
Apple Valley, CA 92307

**E-Mail:** [jenae.holtz@cahelp.org](mailto:jenae.holtz@cahelp.org) **Fax #:** 760.242.5363

#### PROGRAM CONTACT

**Name:** Corinne Foley **Title:** Program Manager

**Address:** 17800 Highway 18 **Direct Phone #:** 760.955.3555  
Apple Valley, CA 92307

**E-Mail:** [Corinne.foley@cahelp.org](mailto:Corinne.foley@cahelp.org) **Fax #:** 760.242.5363



**FISCAL CONTACT**

**Name:** Marina Gallegos **Title:** Business Consultant  
**Address:** 17800 Highway 18 **Direct Phone #:** 760.946.8200  
Apple Valley, CA 92307 **Ext. 270**  
**Fax #:** 760.242.5363  
**E-Mail:** [Marina.gallegos@cahelp.org](mailto:Marina.gallegos@cahelp.org)

**PROGRAM INFORMATION**

**TYPE OF AGENCY**

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

**FIRST 5 FOCUS AREA**

**STRATEGY**

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

**PROGRAM DESCRIPTION**

The Trauma Informed Preschool Model will address the many complex issues related to young children. Training teachers, paraprofessionals, parents and community providers in how to meet the unique needs of each child in their classroom with trauma, will ensure learning is taking place and academic, social-emotional, and behavioral health needs are being met. The evaluation of this model will reaffirm by addressing children of trauma in a different method, children will respond and

**SERVICE AREA (LOCATIONS)**

Apple Valley

progress more rapidly than traditional instruction. This is a pilot project training 3 teachers in the Apple Valley School District.

**COMMISSION LEVEL OUTCOMES**

**SPA 2:** Systems and Networks

**Goal 2.1:** Leadership as a Convener and Partner

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

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

**ASSIGNED ANALYST:** Ronnie Thomas

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**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Amount</b>
2017-2018	\$ 206,713
<b>Total</b>	\$ 206,713