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Agenda: Children and Families Commission 08-2019

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

Meeting date, time, and place August 7, 2019
3:30 p.m. to 5:00 p.m.
Commission Conference Center

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

SPECIAL PRESENTATION Water Safety Wrap-up and Safe Kids Inland Empire
(Presenters: LuCretia Dowdy, First 5 Marketing Aide *and* Michelle Parker, Loma Linda University Children's Hospital Outreach Coordinator)

Conflict of Interest Disclosure Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.
A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

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

Report Executive Director's Report by Karen E. Scott

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

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

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

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Item No.	CONSENT
1	Approve Minutes of July 10, 2019 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	<p>Ratify the approval on July 23, 2019 (by the Chairman of the Board of Supervisors) of the employment contracts between the County of San Bernardino and Children and Families Commission with the following individuals, effective August 3, 2019 through August 2, 2022:</p> <p>a. Cindy Faulkner as Assistant Director, for the total annual cost of \$179,958 (\$115,195 Salary, \$64,763 Benefits). Contract No. 19-499.</p> <p>b. Debora Dickerson-Sims as Chief Financial Officer, for the total annual cost of \$164,279 (\$104,713 Salary, \$59,566 Benefits). Contract No. 19-500.</p> <p>c. Ronald Scott McGrath as Deputy Director of Systems and Impact, for the total annual cost of \$135,709 (\$86,361 Salary, \$49,348 Benefits). Contract No. 19-501.</p> <p>d. Stacy Scranton as Business Support Manager, for the total annual cost of \$75,972 (\$51,667 Salary, \$24,305 Benefits. Contract No. 19-502.</p> <p>2. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.</p> <p>3. 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.</p> <p>(Presenter: Karen E. Scott, Executive Director, 252-4252)</p>

Item No.	DISCUSSION
3	Approve Amendment A1 for Contract IC035 with Social Entrepreneurs, Inc., for an increase of \$34,135 for a total of \$104,245 for Fiscal Year 2019-2020 resulting in a cumulative total of \$231,293 for Fiscal Year 2018-2020 and extending the contract by two months to February 29, 2020 to support the development and implementation of a Maternal Health Network framework specific to San Bernardino County. (Presenter: Renee Jones, Staff Analyst II, 252-4273)
4	Approve Contract IC037 with Inland Empire Community Collaborative (IECC) in an amount not to exceed \$990,967 for Fiscal Years 2019-2022 to provide system wide sustainably planning for the Family Community Support Partnership (FCSP) providers in San Bernardino County. (Presenter: Wendy Lee, Staff Analyst II, 252-4254)
5	Approve Contract SI031 with Loma Linda University Children’s Hospital (LLUCH) for Fiscal Year 2019-2020 for \$631,465 to launch the Help Me Grow Inland Empire (HMGIE) initiative with shared financial responsibility with First 5 Riverside. (Presenter: Ronnie Robinson, Section Manager: Systems & Communication, 252-4255)
6	<p>a. Approve Cooperative Agreement No. SA-20-01 with First 5 Riverside and authorize the receipt of up to \$315,733 representing 50% of total contract amount (\$631,465) in reimbursement from First 5 Riverside to share in the expenses for Help Me Grow Inland Empire (HMGIE) implementation with Loma Linda University Children’s Hospital (LLUCH) for Fiscal Year 2019-2020.</p> <p>b. Authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds.</p> <p>(Presenter: Ronnie Robinson, Section Manager: Systems & Communication, 252-4255)</p>

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Item No.	INFORMATION
7	Receive information on systems building, network support and community collaborations within First 5 San Bernardino's Procurement Policy, CFC 04-04 A5. (Presenter: Karen E. Scott, Executive Director, 252-4252)

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

Commissioner Roundtable Open to comments by the Commissioners.

Next Meeting at First 5 San Bernardino **NOTE: Meeting falls on second Wednesday in September
Wednesday, September 11, 2019
3:30 p.m. to 5:00 p.m.**

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: AUGUST 7, 2019**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	Social Entrepreneurs, Inc.,	Kelly A. Marschall President and Principal	N/A	N/A
4	Inland Empire Community Collaborative	Susan Gomez Chief Executive Officer Megan Meadors Vice President	N/A	N/A
5	Loma Linda University Children's Hospital	Scott Perryman Sr. Vice President and Administrator	N/A	N/A
6	Riverside County Children & Families Commission First 5 Riverside	Tammi Graham Executive Director	Loma Linda University Children's Hospital Scott Perryman Sr. Vice President and Administrator	N/A
7	N/A	N/A	N/A	N/A



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Minutes: Children and Families Commission Meeting

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

**Meeting Date,
Time and
Location** Commission Meeting
July 10, 2019 – 3:30 p.m.
First 5 San Bernardino

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

**SPECIAL
PRESENTATION** First 5 AmeriCorps Fiscal Year 2018-2019 Accomplishments
Presenter: Dr. Wendy Lee, Staff Analyst II, First 5 San Bernardino

**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 and abstain or recuse from that item, as appropriate. A Commission member may not participate in or influence the decision on a contract for which their abstention or recusal has been recorded. For conflicts requiring recusal, the Commissioner must leave the meeting room during discussion and vote on the item.

Attendees **Commissioners Present**

- Josie Gonzales (Arrived at 4:00 p.m.)
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- Gary C. Ovitt
- Elliot Weinstein, M.D.

Staff Present

- Karen Scott, Executive Director
- Scott McGrath, Deputy Director of Systems and Impact
- Debora Dickerson-Sims, Deputy Director of Finance
- Staci Scranton, Business Support Manager
- Sophie Akins, Commission Counsel
- Wendy Lee, Staff Analyst II
- Ronnie Robinson, Staff Analyst II

Changes to the Agenda

Ann Calkins, Executive Assistant, announced the following:
No Legislative report today. An update may be provided at the August Commission Meeting. The minutes presented for approval today under Agenda Item 1 are from June 5, 2019, not 2018 as posted. Agenda Item 2 is hereby continued to the August Commission Meeting agenda.

Report – Executive Director, Karen Scott

Moving On

After 7 years of outstanding work as the F5SB Media Specialist, Leslie Fountain has moved on to a new career opportunity with ESRI in the field of communications and media. First 5 staff is in the process of recruiting and hiring a new Media Specialist. Expect to see a new, updated style of the Executive Director’s Report. First 5 Marketing Aide, LuCretia Dowdy, will continue to share photos of our events and promotions with our communities and stakeholders via our social media accounts.

Swim Fest, Apple Valley

For the very first time, F5SB, in partnership with Safe Kids of Loma Linda University Children’s Hospital, hosted a Swim Fest Water Safety event in the High Desert on June 15th. The event was held in the beautiful city of Apple Valley at the Aquatic Swim Center.

Like its counterpart here in the city of San Bernardino, this event celebrates the swim season while increasing awareness of the importance of water safety for children and their families through education, resource materials and a day of family fun with rock climbing, a water slide and free snow cones.

Regina Witherspoon-Bell, representing Supervisor Lovingood’s Office, Michelle Parker of Safe Kids and First 5’s LuCretia Dowdy kicked off the event.

The event was filled to capacity with over 200 attendees – nearly half of them under age 5. Families were given free water safety materials including literature on the ABC’s of Water Safety and Water Watcher Tags (where they commit and pledge to be a designated non-distracted “water watcher”) as young children enjoy the pools.

Drowning is the leading cause of injury/death in children ages 1-4. Young children can drown in as little as an inch or two of water and it can happen quickly and silently. The American Academy of Pediatrics (AAP) reports the highest rate of drowning from 2013 to 2017 was in children aged newborn to 4 years. Most infants drown in bathtubs and buckets whereas the majority of preschool-aged children drown in swimming pools.

F5SB is proud to offer this prevention event in support of our own vision that children are healthy, safe, nurtured, eager to learn and ready to succeed.

Complete Count 2020

The 0-5 age group has been designated as a Hard-to-Count population and the population that stands to benefit the most from a complete census count.

Critical programs for children depend on an accurate census count - programs that provide food, shelter, housing and education. An undercount in 2020 could cost California more than \$3 billion in federally funded programs like Medicaid, Head Start, Section 8 (housing), and the Supplemental Nutrition Assistance Program (food stamps).

The census consistently undercounts children younger than age 5, especially among children of color. In the last census (2010), approximately one million California children under age five were not counted, costing the state billions in federal funding to which it was legally entitled.

F5SB's Cindy Faulkner, Assistant Director, is working here locally with the Funder's Alliance, Community Foundation and more than 30 others including nonprofit organizations, to ensure all children and families receive the representation they deserve. Every child counts, and should be counted.

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

Consent

With Commissioners Gonzales and Thomas absent and without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve Minutes of June 5, 2019 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant 252-4252)
2	<p>A. Ratify the approval (by the Board of Supervisors) of the employment contracts between the County of San Bernardino and Children and Families Commission with the following individuals, effective July 21, 2019 through July 20, 2022:</p> <ul style="list-style-type: none"> a. Cindy Faulkner as Assistant Director, for the total annual cost of \$179,958 (\$115,195 Salary, \$64,763 Benefits). b. Debora Dickerson-Sims as Chief Financial Officer, for the total annual cost of \$164,279 (\$104,713 Salary, \$59,566 Benefits). c. Ronald S. McGrath as Deputy Director of Systems and Impact, for the total annual cost of \$133,692 (\$84,344 Salary, \$49,348 Benefits). d. Stacy Scranton as Business Support Manager, for the total annual cost of \$75,972 (\$51,667 Salary, \$24,305 Benefits). <p>B. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.</p> <p>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.</p> <p>(Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p>ITEM CONTINUED TO AUGUST COMMISSION MEETING</p>

Item No.	DISCUSSION
3	<p>Approve Amendment A2 for Contract HW056 with the County of San Bernardino Arrowhead Regional Medical Center for the Breathmobile program for Fiscal Year 2019-2020 in the amount of \$222,038, resulting in a cumulative total of \$666,114 for Fiscal Years 2017-2020, for asthma early screening and intervention services for children ages 0 through 5. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 252-4259)</p> <p>Discussion Chair Ohikhuare asked: why is the care coordination different with asthma? Mr. McGrath answered that this is a proactive preventative program. It's not something</p>

	<p>that's instituted as a result of an emergency. Asthma is managed proactively before the child needs to visit an emergency room. The Breathmobile is the bridge helping to coordinate this care. Chair Ohikhuare asked if the Breathmobile is visiting some of the hard to reach areas such as Trona. John Cadavona from the Arrowhead Regional Medical center (ARMC) came to the podium to answer the question. Mr. Cadavona stated the visits are Countywide and Trona is one of their stops. Mr. Cadavona mentioned that the children do visit their primary care physicians and what the Breathmobile staff do is try and build upon those visits with further prevention education for the families (such as learning how to control triggers and how to treat flare-ups with medication).</p> <p>Vice Chair Weinstein asked how children are referred to this service. Mr. Cadavona answered via physicians and word of mouth, which is one of the biggest contributors. School district nurses and health aides who notice children at school having asthma-like symptoms also send referrals. Followup question – how do you promote your visits to the school sites? Mr. Cadavona answered ARMC has a partnership with the unified school district and the sites are notified in advance. The challenge is getting the word out to families that this program exists even though it has been around for 10 years. Chair Ohikhuare asked if they have reached out to Preschool Services and Head Starts. Mr. Cadavona answered they have reached out to Head Starts. Mr. McGrath added that First 5 has been in talks with ARMC to connect this program to Quality Start sites. The Breathmobile program is registered with 2-1-1 and posts their site visits on the 2-1-1 Facebook account. Commissioner Hill requested a calendar of school site visits. Mr. Cadavona stated he will provide one for the Commissioners.</p> <p>Currently, there are two Breathmobile vans in operation. Mr. Cadavona stated ARMC does not yet service the mountain area. Chair Ohikhuare directed Mr. Cadavona to get the word out about the services they offer so that by this time next year not only will the conversation be about volume but rather how ARMC needs more resources due to high demand.</p> <p>Mr. McGrath reminded the Commission that the American Lung Association closed their office in San Bernardino which cut off much of the referrals to the Breathmobile. ARMC is actively seeking a better referral source. It was suggested that perhaps Preschool Services could help. Commissioner Ovitt suggested notifying the Board of Supervisor members as to this effort. He also mentioned school districts use a robo-call service to send various announcements to parents and guardians and a call to parents regarding asthma services utilizing the robo-call service is something to consider.</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Ovitt and seconded by Commissioner Weinstein to approve Item 3. With Commissioner Gonzales recusing herself from the vote, Commissioner Thomas absent and without further comment or objection, motion carried by unanimous vote.</p>
4	<p>Approve a letter of intent with Prevent Child Abuse California to participate in the First 5 Service Corps program for Fiscal Year 2019-2020 and authorize the Executive Director to execute the letter. Authorize continued funding match not to exceed \$126,635 for Fiscal Year 2019-2020 for six (6) AmeriCorps service member positions to provide school readiness services. (Presenter: Staci Scranton, Business Support Manager, 252-4282)</p>

	<p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Hill and seconded by Commissioner Gonzales to approve Item 4. With Commissioner Thomas absent and without further comment or objection, motion carried by unanimous vote.</p>
5	<p>Approve Contract EC037 with American Academy of Pediatrics, District IX, Chapter 2 in the amount of \$361,775 for Fiscal Year 2019-2020 for the Reach Out and Read San Bernardino Initiative. (Presenter: Staci Scranton, Business Support Manager, 252-4282)</p> <p><u>Discussion</u> Commissioner Hill asked how many pediatricians are in San Bernardino County. Dr. Tomas Torices, American Academy of Pediatrics (AAP) Chapter 2 Executive Director, came to the podium to respond. The answer was 130; not all of them are AAP chapter members. Certain events are hosted by the chapter for pediatricians, however, when the event is related to children all pediatricians and family medicine physicians in the area are notified.</p> <p>Vice Chair Weinstein stated his medical practice is an active participant in the Reach Out and Read program. He mentioned many small medical offices do not participate due to the large up-front cost of \$2500. It is very important that as many medical offices as possible participate because it will benefit the children in the local communities. Dr. Torices stated he is committed to attending site visits every two weeks.</p> <p>Ms. Scranton stated that part of the contract with AAP and the Reach Out and Read affiliate is that an advisory board be created. The advisory board will look into developing a business plan and a sustainability plan that will address issues such as continued funding in the future. The dollar figure earlier quoted by Dr. Weinstein is a figure based on the size of your practice and part of becoming a site is securing funding. First 5 is not only funding at the current level in this contract, but is also adding \$50,000 to the budget just for books to expand the program now that there will be in place a full-time program coordinator who can travel out to some of those independent physicians and speak about the program.</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Hill and seconded by Commissioner Weinstein to approve Item 5. With Commissioner Thomas absent and without further comment or objection, motion carried by unanimous vote.</p>

Item No.	INFORMATION
	No information items.

Public Comment

Lizbeth Bayardo, MPH, Director of Programs, Center for Oral Health introduced COH's Interim CEO, Kevin Scott. Mr. Scott stated he would serve until at least the end of August until a new CEO is found.

**Commissioner
Roundtable**

None

Adjournment

Motion to adjourn by Commissioner Gonzales and seconded by Commissioner Hill. With Commissioner Thomas absent, and without further comment or objection, motion carried by unanimous vote. Chair Ohikhuare adjourned the meeting at 4:32 p.m.

**Next meeting at
First 5 San
Bernardino**

***Wednesday, August 7, 2019
3:30 p.m. to 5:00 p.m.***

Attest

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Executive Assistant



AGENDA ITEM 2
August 7, 2019

Subject	Employment Contracts – Faulkner, Dickerson-Sims, McGrath, Scranton
Recommendations	<p>A. Ratify the approval on July 23, 2019 by the Chairman of the Board of Supervisors of the employment contracts between the County of San Bernardino and Children and Families Commission with the following individuals, effective August 3, 2019 through August 2, 2022:</p> <ol style="list-style-type: none">1. Cindy Faulkner as Assistant Director, for the total annual cost of \$179,958 (\$115,195 Salary, \$64,763 Benefits).2. Debora Dickerson-Sims as Chief Financial Officer, for the total annual cost of \$164,279, (\$104,713 Salary, \$59,566 Benefits).3. Ronald Scott McGrath as Deputy Director of Systems and Impact, for the total annual cost of \$135,709 (\$86,361 Salary, \$49,348 Benefits).4. Stacy Scranton as Business Support Manager, for the total annual cost of \$75,972 (\$51,667 Salary, \$24,305 Benefits). <p>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.</p> <p>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.</p> <p>(Presenter: Karen E. Scott, Executive Director, 252-4252)</p>
Financial Impact	Approval of this item does not impact Discretionary General Funding (Net County Cost). The estimated annual cost is \$555,918, and is full reimbursed by the Children and Families Commission's (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission's 2019-20 budget and will be included in future recommended budgets.
Background Information	<p>The Commission is recommending new employment contracts as the result of a reorganization that requires revisions to the employment contracts for the positions in the Recommendation to update position titles, job duties, and salaries of four current employees. The new employment contracts shall be effective August 3, 2019 through August 2, 2022, subject to the termination provisions of the contracts.</p> <p>The Assistant Director position will assist the Commission's Executive Director in formulating department policies, procedures, determining priorities, and in maintaining and developing funding sources. The Chief Financial Officer position will be responsible the Commission's operating budget and fund balance, revenues, trending, impact analysis, balance sheets and an annual audit. The Deputy Director of Systems and Impact position will be responsible for the administration of all systems, programs, evaluation/impact, communication and Community Engagement services. The Business Support Manager position will maintain the internal business technology infrastructure, manage the administrative needs of the systems, programs and Community Engagement Teams, as well as overseeing the Commission's Emergency Services planning and supervising the work of assigned</p>

support staff.

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

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

PROCUREMENT

A procurement was not performed at this time as the contracts are only being presented to update the contract language. All of the contract employees were previously vetted through the normal process for contract employees.

Review

This item has been reviewed by Human Resources (Mark DeBoer, Human Resources Division Chief, 387-5564) on June 24, 2019; County Counsel (Cynthia O'Neill, Supervising Deputy County Counsel, 387-5455) on June 19, 2019; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on June 24, 2019; Finance (John Hallen, Administrative Analyst, 388-0208) on June 24, 2019; and HS Finance and Administration (Danny Tillman, Department Information Services Administrator, 386-3765) on June 24, 2019.

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

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO
AND RECORD OF ACTION**

July 23, 2019

FROM

CASONYA THOMAS, Assistant Executive Officer, Human Services

SUBJECT

Employment Contracts for the Children and Families Commission

RECOMMENDATION(S)

1. Approve **Employment Contracts** between the County of San Bernardino and Children and Families Commission with the following individuals, effective August 3, 2019 through August 2, 2022:
 - a. Cindy Faulkner as Assistant Director, for the total annual cost of \$179,958 (\$115,195 Salary, \$64,763 Benefits). **Contract No. 19-499.**
 - b. Debora Dickerson-Sims as Chief Financial Officer, for the total annual cost of \$164,279 (\$104,713 Salary, \$59,566 Benefits). **Contract No. 19-500.**
 - c. Ronald Scott McGrath as Deputy Director of Systems and Impact, for the total annual cost of \$135,709 (\$86,361 Salary, \$49,348 Benefits). **Contract No. 19-501.**
 - d. Stacy Scranton as Business Support Manager, for the total annual cost of \$75,972 (\$51,667 Salary, \$24,305 Benefits). **Contract No. 19-502.**
2. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.
3. 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: Dr. Maxwell Ohikhuare, Department of Public Health, Health Officer, 387-6219)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

Approval of this item does not impact Discretionary General Funding (Net County Cost). The estimated annual cost is \$555,918, and is full reimbursed by the Children and Families Commission's (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission's 2019-20 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

The Commission is recommending new employment contracts as the result of a reorganization that requires revisions to the employment contracts for the positions in the Recommendation to update position titles, job duties, and salaries of four current employees. The new employment

**Employment Contracts for the Children and Families Commission
July 23, 2019**

contracts shall be effective August 3, 2019 through August 2, 2022, subject to the termination provisions of the contracts.

The Assistant Director position will assist the Commission's Executive Director in formulating department policies, procedures, determining priorities, and in maintaining and developing funding sources. The Chief Financial Officer position will be responsible the Commission's operating budget and fund balance, revenues, trending, impact analysis, balance sheets and an annual audit. The Deputy Director of Systems and Impact position will be responsible for the administration of all systems, programs, evaluation/impact, communication and Community Engagement services. The Business Support Manager position will maintain the internal business technology infrastructure, manage the administrative needs of the systems, programs and Community Engagement Teams, as well as overseeing the Commission's Emergency Services planning and supervising the work of assigned support staff.

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

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

PROCUREMENT

A procurement was not performed at this time as the contracts are only being presented to update the contract language. All of the contract employees were previously vetted through the normal process for contract employees.

REVIEW BY OTHERS

This item has been reviewed by Human Resources (Mark DeBoer, Human Resources Division Chief, 387-5564) on June 24, 2019; County Counsel (Cynthia O'Neill, Supervising Deputy County Counsel, 387-5455) on June 19, 2019; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on June 24, 2019; Finance (John Hallen, Administrative Analyst, 388-0208) on June 24, 2019; and HS Finance and Administration (Danny Tillman, Department Information Services Administrator, 386-3765) on June 24, 2019.

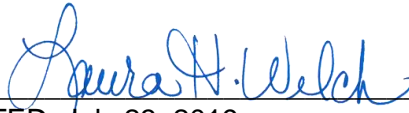
**Employment Contracts for the Children and Families Commission
July 23, 2019**

Record of Action of the Board of Supervisors
County of San Bernardino

APPROVED (CONSENT CALENDAR)

Moved: Robert A. Lovingood Seconded: Dawn Rowe
Ayes: Robert A. Lovingood, Dawn Rowe, Curt Hagman, Josie Gonzales
Absent: Janice Rutherford

LAURA H. WELCH, CLERK OF THE BOARD

BY 
DATED: July 23, 2019



cc: HS- Baxter w/agree
 Contractor- C/O HS w/agree
 File- w/agree
la 07/23/2019

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS F COUNTY USE ONLY.



Contract Number

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>909-386-8369</u>
Contractor	<u>Cindy Faulkner</u>
Contractor Representative	_____
Telephone Number	_____
Contract Term	<u>August 3, 2019 to August 2, 2022</u>
Original Contract Amount	<u>Initial Hourly Rate \$56.47</u>
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	<u>903100990</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

WHEREAS, County finds Cindy Faulkner, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide services for the Commission;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

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

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as an Administrative Manager, under the working title of “Assistant Director” with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall oversee the entire administrative and managerial functions of the Commission under the general direction of the Executive Director, performing a broad range of duties including, but not limited to, the following:

- A. Assist the Executive Director in formulating department policy and procedures, in determining and controlling priorities and advocacy, and in developing and maintaining funding sources. Provide consultation and interpretation of these policies and procedures to subordinate staff.
- B. Negotiate, administer, and provide oversight of major consultant contract sand their complete scope of work; direct and provide for the coordination and communication of information and strategic objectives through the Commission, Advisory Committee, County Departments, schools, non-profit organizations and others.
- C. Prepare and/or oversee all Commission Board agenda items for the department; represent the department before the Board of Supervisors, as necessary.
- D. Assist in the preparation, justification and monitoring of the department budget; determine staffing, space, and other department needs; recommend and implement plans to ensure needs are met; monitor and control expenditure of funds; help resolve budget issues; recommend and oversee budget adjustments.
- E. Oversee the development and implementation of goals, objectives, and strategies for services; manage and/or conduct the procurement, development, administration, and monitoring of services/ oversee internal and contracted agencies’ milestones, targets, and expenditures in relation to approved target plans, budget, and justification.
- F. Coordinate with other management, contracted agencies, technical resources, and other organizations and individuals as required to maximize effectiveness, efficiency, and integration of program services; disseminate, explain, and provide guidance to internal and contracted service agencies’ staff on operational and program related matters; provide direction and technical assistance.
- G. Resolve issues and problems and affect appropriate solutions, either directly or in coordination with other agencies; advise staff and affected agencies accordingly; make recommendations for improvement of resolution procedures and program satisfaction, as required.
- H. Manage activities relating to evaluation of program effectiveness and impact; manage internal and external resources performing evaluation functions; ascertain and promote best practices; analyze results and impact of services provided in relation to identified indicators; provide and implement enhancements to increase overall quality of services; provide technical assistance on evaluation issues.
- I. Manage the development and implementation of strategic and supporting plans for program services; review program-related actions occurring on state and local levels; oversee analysis and interpretation of applicable legislation and regulations and determine impact.
- J. Direct comprehensive research, analytical studies, and special projects; prepare written and oral reports on performance and results; ensure timely distribution of information to other management and Commissions.
- K. Represent agency at various governmental and community meetings; provide presentations on program and services provided; explain program rules and goals on an individual or group basis for informational and/or coordination purposes.
- L. Manage and promote the program activities of the Commission’s First 5 San Bernardino Kelly Torres Center for the Enrichment of Our Children; ensure literature and other resources are

representative of current and progressive concepts; provide demographic and program related statistical information to requesting agencies; and oversee access to database of private, state, and federal funding opportunities.

- M. Promote and oversee partnership meetings within service areas to provide mutual gathering and sharing of information, strategic planning, community asset and needs assessments, collaboration, leveraging of resources, program enhancements, and joint operations.
- N. Supervise and assist assigned staff; participate in selection of staff; provide and/or coordinate for in-service training and development.
- O. Establish work standards and operational objectives in assigned area of responsibility; plan, assign and supervise the work activities of staff performing planning, procurement, negotiations, monitoring, evaluation, reporting, and other functions; verify completeness, accuracy, and timeliness; evaluate, counsel, and recognize staff on work performance.
- P. Travel throughout the County as required.
- Q. Perform other special projects and duties as assigned.

II. CONFLICT OF INTEREST

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

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

III. TERM

This Contract shall be effective August 3, 2019 and shall remain in effect through August 2, 2022, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three (3) successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause upon fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. Any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group C. This Contract provides for the full

compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at rate of \$56.47 per hour, which is equivalent to Step 14 of Range 71C, of the current Exempt salary schedule. Contractor shall be eligible to receive step increases pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor is eligible to receive any salary adjustments provided to the County's Exempt employees, however, Contractor is also subject to any economic reductions imposed on the County's Exempt employees. Contractor shall be eligible for longevity pay pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County Exempt Employees. Contractor does not gain probationary or regular status during the term of this Contract. All currently accrued service hours toward a step increase will be reset with the execution of this contract.

B. OVERTIME

Contractor is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

C. LEAVE PROVISIONS

Contractor is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable group medical plan and Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of the medical plan premiums charged to Contractor pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

F. LIFE INSURANCE

Contractor shall be eligible for life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible for accidental death and dismemberment insurance coverage and additional supplemental term life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this Contract pursuant to the Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

If Contractor is first hired at age 60 or over, Contractor may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance. If Contractor chooses not to become a member of SBCERA, Contractor shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

N. OTHER BENEFITS

Contractor shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group C:

1. Tuition Reimbursement
2. Employee Wellness/Fitness Center Membership

O. SHORT-TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

P. LONG-TERM DISABILITY

Contractor shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Q. SERVICE AND EFFECT ON BENEFITS

Contractor was a County Contract employee immediately prior to entering into this Contract, without separation from County employment. Execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

R. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

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

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

Contractor to New Contract Position

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

V. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Executive Director, or designee. The Executive Director, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. In the performance of his duties under this Contract/contractor shall be required to work hours as necessary to carry out the duties specified in this Contract under the direction of the Executive Director, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

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

D. USE OF PRIVATE VEHICLE

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

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

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

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

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

E. EVIDENCE OF ELIGIBILITY TO WORK

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

F. DIRECT DEPOSIT

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

G. MISCELLANEOUS

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

VI. REIMBURSEMENT AND INDEMNIFICATION

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

VII. CONCLUSION

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

COUNTY OF SAN BERNARDINO

By _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

By _____
(Authorized signature - sign in blue ink)

Name Cindy Faulkner
(Print or type name of person signing contract)

Title Assistant Director
(Print or Type)

Dated: _____

Address Address on file

Approved as to Legal Form
By _____
Cynthia O'Neill, Supervising Deputy County Counsel
Date _____

Reviewed by Contract Compliance
By _____
Jennifer Mulhall-Daudel, Contracts Manager
Date _____

Presented to BOS for Signature
By _____
CaSonya Thomas, Assistant Executive Officer for Human Services
Date _____

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>909-386-8369</u>
Contractor	<u>Debora Dickerson-Sims</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>August 3, 2019 to August 2, 2022</u>
Original Contract Amount	<u>Initial Hourly Rate \$50.15</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>903100990</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

WHEREAS, County finds Debora Dickerson-Sims, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide services for the Commission;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

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

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as Chief Financial Officer with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall be responsible for every aspect of the Commission’s operating budget and fund balance, revenues, trending, impact analysis, balance sheets and annual audit under the general direction of the Executive Director, performing a broad range of duties including, but not limited to, the following:

- A. Supervise staff, providing a wide variety of support services; assign and review work, evaluate work performance, select and discipline staff.
- B. Plan, supervise, and conduct complex organizational and functional studies as assigned or on own initiative covering departmental matters such as fiscal operations, budget preparation and control, equipment usage, staff patterns, contract development, work flow, space utilization, training, affirmative action, and legislation. Develop reports and recommendations for action based on an analysis of gathered data; coordinate implementation of approved changes.
- C. Receive and evaluate diverse financial data; supervise the development of various financial and operational reports; formulate, obtain approval for, and implement improved fiscal procedures; review various financial transactions.
- D. Supervise preparation of initial budgets, develop justifications for budget recommendations, prepare budgets for final publication; supervise monitoring of budget performance against projected performance to ensure that budget objectives are met; initiate and recommend corrective action on budget variances.
- E. Develop and establish contract forms and procedures; supervise preparation of contracts or prepare the most complex contracts; interpret financial and operational contract terms; direct or conduct audits to ensure contracts operate in compliance with these terms and with County, State, and Federal regulations; recommend solutions to contractual problems.
- F. Assist in developing and coordinating electronic data processing systems and programs; determine information to be gathered, stored, and retrieved; identify uses for such data.
- G. Provide fiscal advice and assistance to department on request; develop, establish, and conduct training programs on acceptable fiscal practices.
- H. Analyze existing and proposed legislation and directives to determine their impact on fiscal or operational procedures of organizations served; propose legislation at own discretion or on request.
- I. Develop and monitor a wide variety of policies and procedures, maintain standard practice manuals; develop organizational and workflow charts, workload standards, and work scheduling systems.
- J. Participate in various meetings with officials, managers, or the general public to discuss operational matters or to explain recommendations for change and implementation procedures.
- K. Prepare or supervise preparations of grant applications; recommend and monitor procedures for grant implementation.
- L. Prepare a variety of reports, records, correspondence, and other documents.
- M. Direct and provide the planning, administration and coordination of the fiscal services and functions of First 5 San Bernardino; direct, manage and provide supervision of the business office management function.
- N. Direct and manage the department’s fiscal system; develop, modify, and interpret the fiscal policies and procedures of the Commission relating to complex governmental finance, accounting and regulatory requirements and reimbursement; conduct audits and ensure compliance; make recommendations.

- O. Manage and coordinate fiscal operations of the department, which includes the functions of budgeting, fiscal control, accounting, purchasing, contract administration, annual audit and annual reporting; oversee business office management.
- P. Direct fiscal activities through subordinate Fiscal Lead/Accountant III Manager, supervise a staff of accountants, staff analysts and support staff providing a wide variety of fiscal and business support services; hire/select, train, assign work, evaluate work performance and discipline staff; serve as a resource; provide mentoring and support professional development, direct business office management activities through subordinate Business Office Manager.
- Q. Receive and evaluate diverse financial data; supervise the development of various financial and operational reports; develop and establish contract forms and supervise the development and preparation of complex contracts, grant applications, and Commission's procurement processes; review various financial transactions and prepare budgets for publication.
- R. Lead and collaborate for the development and administration of the Commission budget; assist internal functions and departments with budget development and meeting and maintaining financial solvency; serve as a resource for forecasting, planning, capital and operating budgeting; prepare the final budget.
- S. Lead the review of the departmental budgets; review, analyze, and prioritize budget requests; monitor expenditures and variances; meet with department managers to review and provide direction for improvements; make recommendations.
- T. Develop, manage and monitor complex accounting systems and cost reports, resolve difficult problems with the State First 5 California Fiscal sections; collaborate with other governmental agencies and county departments.
- U. Direct the preparation of complex fiscal analysis and management reports which provide timely statements of the Proposition 10 – First 5 funding fiscal condition; provide updates; conduct special studies; make recommendations.
- V. Initiate, develop and establish new systems to maximize revenue and maintain controls over expenditures.
- W. Perform other special projects and duties as assigned.
- X. Provide vacation coverage and temporary relief as required.
- Y. Travel throughout the County as required.

II. **CONFLICT OF INTEREST**

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

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

III. TERM

This Contract shall be effective August 3, 2019 and shall remain in effect through August 2, 2022, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three (3) successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause upon fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County Exempt Group Working Conditions Ordinance (County Code section 13.0613) shall be adjusted in accordance with any future change to the San Bernardino County Exempt Group Working Conditions Ordinance. Any benefits provided under this Contract based on the San Bernardino County Exempt Group Working Conditions Ordinance shall be at a level for employees in Exempt Group C. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at rate of \$50.15 per hour, which is equivalent to Step 14 of Range 66C, of the current Exempt salary schedule. Contractor shall be eligible to receive step increases pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Contractor is eligible to receive any salary adjustments provided to the County's Exempt employees, however, Contractor is also subject to any economic reductions imposed on the County's Exempt employees. Contractor shall be eligible for longevity pay pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Payment for such services shall be made on a bi-weekly basis on the same reporting system and payroll schedule as County Exempt Employees. Contractor does not gain probationary or regular status during the term of this Contract. All currently accrued service hours toward a step increase will be reset with the execution of this contract.

B. OVERTIME

Contractor is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

C. LEAVE PROVISIONS

Contractor is eligible to receive and utilize all leaves pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

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

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable group medical plan and Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of the medical plan premiums charged to Contractor

pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

F. LIFE INSURANCE

Contractor shall be eligible for life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible for accidental death and dismemberment insurance coverage and additional supplemental term life insurance pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this Contract pursuant to the Exempt Group Working Conditions Ordinance as modified by, and in accordance with, the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

If Contractor is first hired at age 60 or over, Contractor may choose not to become a member of the SBCERA at the time of hire, pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance. If Contractor chooses not to become a member of SBCERA, Contractor shall be enrolled in the County's 401(k) plan pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon meeting eligibility requirements, Contractor shall participate in the Trust during the term of this Contract pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 401(k) and 457(b) Salary Savings Plans pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans and receive any applicable County contributions to the FSA Plan pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

M. LEGALLY REQUIRED BENEFITS

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

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

N. OTHER BENEFITS

Contractor shall be eligible for the following additional benefits, based on the San Bernardino County Exempt Group Working Conditions Ordinance at a level for employees in Exempt Group C:

1. Tuition Reimbursement
2. Employee Wellness/Fitness Center Membership

O. SHORT-TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

P. LONG-TERM DISABILITY

Contractor shall be eligible to receive Long-Term Disability insurance benefits as per the Plan documents and pursuant to the terms and conditions set forth in the San Bernardino County Exempt Group Working Conditions Ordinance.

Q. SERVICE AND EFFECT ON BENEFITS

Contractor was a County Contract employee immediately prior to entering into this Contract, without separation from County employment. Execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

R. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Administrative, Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund pursuant to the terms and conditions of the San Bernardino County Exempt Group Working Conditions Ordinance, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

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

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

Contractor to New Contract Position

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

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Executive Director, or designee. The Executive Director, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. In the performance of his duties under this Contract/contractor shall be required to work hours as necessary to carry out the duties specified in this Contract under the direction of the Executive Director, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

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

D. USE OF PRIVATE VEHICLE

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

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

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

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

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

E. EVIDENCE OF ELIGIBILITY TO WORK

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

F. DIRECT DEPOSIT

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

G. MISCELLANEOUS

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

VI. REIMBURSEMENT AND INDEMNIFICATION

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

VII. CONCLUSION

This Contract, consisting of ten (10) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

By _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

By _____
(Authorized signature - sign in blue ink)

Name Debora Dickerson-Sims
(Print or type name of person signing contract)

Title Chief Financial Officer
(Print or Type)

Dated: _____

Address Address on file

Approved as to Legal Form
By _____ Cynthia O'Neill, Supervising Deputy County Counsel
Date _____

Reviewed by Contract Compliance
By _____ Jennifer Mulhall-Daudel, Contracts Manager
Date _____

Presented to BOS for Signature
By _____ CaSonya Thomas, Assistant Executive Officer for Human Services
Date _____



Contract Number

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>(909) 386-8369</u>
Contractor	<u>Ronald Scott McGrath</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>August 3, 2019 to August 2, 2022</u>
Original Contract Amount	<u>Initial Hourly Rate \$41.52</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>903300990</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, County finds Ronald Scott McGrath, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide services for the Commission;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

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

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Manager, under the working title of “Deputy Director of Systems and Impact” with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall be responsible for the administration of all systems, programs, evaluation, and communication services within the operations of the Commission under the general direction of the Assistant Director, performing a broad range of duties, including, but not limited to, the following:

- A. Direct and provide the planning, administration, and coordination of the systems, programs, evaluation and communication services and community engagement functions of First 5 San Bernardino; coordinate with management, contracted agencies, technical resources and other organizations and individuals as required to maximize effectiveness, efficiency and integration of systems, programs, evaluation/impact, communication and community engagement services.
- B. Direct and manage the department’s programs, systems, and network development; develop, modify and interpret the program policies and procedures of the Commission relating to procurement processes, contract reimbursement and data management; conduct audits and ensure compliance; make recommendations.
- C. Manage the development and implementation of strategic and supporting plans; review related actions occurring on state and local levels; oversee the analysis and interpretation of applicable legislation and regulations, and determines impact.
- D. Plan, supervise and conduct complex organizational and functional systems studies on departmental strategies such as child health, early learning and family and community support partnerships; manage internal and external resources; ascertain and promote best practices.
- E. Direct program/system, impact/evaluation and communication activities through subordinate staff; supervise a staff of analysts, and media/communication and community engagement staff providing a wide variety of support services; hire/select, train, assign work, evaluate work performance and discipline staff; serve as a resource; provide mentoring and support professional development; direct, supervise and oversee the functions of Evaluation/Impact Manager, Systems and Communications Manager, Lead Communications/Media Specialist, Marketing Aide Community Engagement Specialist and Staff Analyst IIs.
- F. Manage and oversee relationship-building as the system convener; performs as liaison for all County systems of care to create, manage and lead communication opportunities for stakeholders to coordinate work and leverage resources.
- G. Conduct and direct comprehensive research, analytical studies and special projects; develop reports and recommendations for action based on an analysis of gathered data; coordinate implementation of approved changes; resolve issues and problems and effect appropriate solutions.
- H. Manage and coordinate the fiscal budget of the systems/impact operations of the department, which includes the functions of budgeting, fiscal control, purchasing, contract administration, and providing input into the annual audit and annual reporting.
- I. Develop shared learning and networking opportunities, collaborate and lead within the First 5 CA Southern Region related to complex communication and data management activities.
- J. Establish work standards and operational objectives in assigned area of responsibility; plan, assign and supervise the work activities of staff performing planning, procurement, negotiations, monitoring, evaluation, reporting, dissemination of news and information and other functions; verify completeness, accuracy and timeliness; evaluate, counsel and recognize staff on work performance.
- K. Promote the availability of supported literature and other resources that represent current and progressive concepts; provide demographic and program-related statistical information to requesting agencies; oversee access to database of private, state, and federal funding opportunities.

- L. Represent department at various governmental and community meetings; make presentations on program and services provided; explain program rules and goals on an individual or group basis for informational and/or coordination purposes.
- M. Perform other special projects and duties as assigned.
- N. Provide vacation coverage and temporary relief as required.
- O. Travel throughout the County as required.

II. CONFLICT OF INTEREST

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

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

III. TERM

This Contract shall be effective August 3, 2019 and shall remain in effect through August 2, 2022, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

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

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$41.52 per hour, which is equivalent to Step 9 of Range 65 of the July 21, 2018 salary schedule for employees in the Management Unit.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Management Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract. All currently accrued service hours toward a step increase will be reset with the execution of this contract.

B. OVERTIME

CONTRACTOR is in a position not covered by the Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

C. LEAVE PROVISIONS

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

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

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Management Unit.

E. VISION CARE INSURANCE

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Management Unit.

F. LIFE INSURANCE

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

G. ACCIDENTAL DEATH AND DISMEMBERMENT

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

H. EXPENSE REIMBURSEMENT

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

I. RETIREMENT PLAN

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee's Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan.

J. RETIREMENT MEDICAL TRUST ("Trust")

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

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

K. SALARY SAVINGS PLAN

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

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

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

M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

N. SHORT TERM DISABILITY

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

O. SERVICE AND EFFECT ON BENEFITS

If contractor was a County contract employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation in County employment for purposes of determining eligibility for level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

P. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

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

Contractor to Regular County Employment

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

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances

not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

Contractor to New Contract Position

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

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Executive Director, or designee. The Executive Director, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall be required to work during such hours as necessary to carry out the duties of his position, as designated by the Executive Director, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and the Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

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

D. USE OF PRIVATE VEHICLE

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

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

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

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

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

E. EVIDENCE OF ELIGIBILITY TO WORK

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

F. DIRECT DEPOSIT

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

G. MISCELLANEOUS

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

VI. REIMBURSEMENT AND INDEMNIFICATION

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

VII. CONCLUSION

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

COUNTY OF SAN BERNARDINO

By _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
(Authorized signature - sign in blue ink)

Name Ronald Scott McGrath
(Print or type name of person signing contract)

Title Deputy Director of Systems and Impact
(Print or Type)

Dated: _____

By _____
Deputy

Address Address on file

Approved as to Legal Form
By _____
Cynthia O'Neill, Supervising Deputy County Counsel
Date _____

Reviewed by Contract Compliance
By _____
Jennifer Mulhall-Daudel, Contracts Manager
Date _____

Presented to BOS for Signature
By _____
CaSonya Thomas, Assistant Executive Officer for Human Services
Date _____

THIS INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY SUE ONLY



Contract Number

SAP Number

Human Services

Department Contract Representative	<u>Karyn Baxter</u>
Telephone Number	<u>(909) 386-8369</u>
Contractor	<u>Stacy Scranton</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>August 3, 2019 to August 2, 2022</u>
Original Contract Amount	<u>Initial Hourly Rate \$24.84</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>903100990</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, hereinafter called the County, and the Children and Families Commission, hereinafter called the Commission, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

WHEREAS, County finds Stacy Scranton, hereinafter referred to as "Contractor", has the skills and knowledge necessary to provide services for the Commission;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

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

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Supervising Office Assistant, under the working title of "Business Support Manager" with the Children and Families Commission (Commission) – First 5 San Bernardino. Contractor shall work cooperatively with the staff of the Commission under the direction of a Deputy Director, performing a broad range of duties, including, but not limited to, the following:

- A. Maintain the department's internal business technology infrastructure through support and/or coordination of vendors/County; analyzes need and recommends new products.
- B. Manage the Administrative needs of the Systems/Programs and Community Engagement Teams; provide leadership and coordination to department administrative work needs; participate in or provide input to agency strategic planning process; delegate and oversee all work requests sent to the administrative support team, monitor agency wide upcoming program work to project needs for additional administrative support, coordinate administrative support for agency projects; develop and maintain relationships with contracted agencies, community partners and stakeholders as needed.
- C. Oversee and manage department's facility and space needs; manage day-to-day building maintenance and repair needs and issues; arrange for and oversee all building maintenance services and contracts; oversee space allocation and assignment issues, including storage needs; plan for and coordinate general office maintenance including workroom, kitchen, Commission conference center, technology center, and other common areas; arrange for other supplies, services, signage, and/or equipment as needed; develop, communicate, and ensure compliance with policies and procedures related to office maintenance and usage.
- D. Oversee the department's Emergency Services planning; coordinate and manage all activities related to safety and safety protocols, safety team, safety training, coordinated drills, and communication with County Safety/Office of Emergency Services.
- E. Supervise the work of assigned support staff; evaluate work performance; prepare and sign performance evaluations; participate in personnel decisions, including hiring and disciplinary actions; assist in resolving employee grievances; approve leave requests.
- F. Plan, organize, schedule, and assign the day-to-day clerical support operations of the office; establish work sequence, priorities, deadlines, and work standards; estimate supply, staff, and equipment requirements.
- G. Identify training needs and plan training programs; develop training curricula and prepare training materials.
- H. Review work products prepared and processed by unit/section for accuracy and compliance with County policy.
- I. Assist in developing, revising, and implementing new or revised procedures, forms, and office systems; coordinate clerical services with other departmental operations.
- J. Maintain records of workload and personnel information; prepare operational, narrative, and statistical reports; perform confidential typing and file maintenance.
- K. Research data, laws, regulations, and policies, and explain and interpret same to the public, employees, supervisors, and others; handle unusual or difficult problems referred by subordinates.
- L. Operate computer, applicable software, and a variety of other office machines; enter and retrieve a variety of data.
- M. Compose correspondence, and compile information for reports, budget justifications, special projects, and studies; prepare manuals on office procedures and instruct clerical staff in their use.
- N. Supervise the preparation of narrative, statistical, legal, and other reports, forms or correspondence.

- O. Set up and maintain indexing and filing systems, record keeping procedures, systems, and office procedures; direct the storing, retrieving, and purging of information in automated or manual filing systems.
- P. Perform mathematical calculations; compute statistics, receive, and issue receipts for cash; prepare purchase orders and requisitions; check and maintain appropriate records.
- Q. Review the preparation of, or processing of a variety of complex documents, calendars, legal orders, forms, correspondence, and other material; function as an authoritative source of information on regulations, rules, department policy, and guidelines; update knowledge through reading, training, meetings, or briefings.
- R. Serve as the authoritative source of information on the intent, coverage, and content of instructions, guides, precedents, and regulations.
- S. Conduct special studies relating to the development and implementation of office clerical operations, policies, and procedures.
- T. Perform other special projects and duties as assigned.
- U. Provide vacation coverage and temporary relief as required.
- V. Travel throughout the County as required.

II. CONFLICT OF INTEREST

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

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

III. TERM

This Contract shall be effective August 3, 2019 and shall remain in effect through August 2, 2022, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

IV. COMPENSATION OF CONTRACTOR

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

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$24.84 per hour, which is equivalent to Step 13 of Range 40 of the July 21, 2018 salary schedule for employees in the Supervisory Unit. Contractor

shall not to exceed eighty (80) hours per pay period unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 2,080 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation. Step advancements may be adjusted according to any future changes made to the MOU covering employees in the Supervisory Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Supervisory Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract. All currently accrued service hours toward a step increase will be reset with the execution of this contract.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of eighty (80) hours per pay period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at straight time compensating time off.

Cash payment at the Contractor's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. LEAVE PROVISIONS

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

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

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Supervisory Unit.

E. VISION CARE INSURANCE

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Supervisory Unit.

F. LIFE INSURANCE

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

G. ACCIDENTAL DEATH AND DISMEMBERMENT

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

H. EXPENSE REIMBURSEMENT

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

I. RETIREMENT PLAN

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee's Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan.

J. RETIREMENT MEDICAL TRUST ("Trust")

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

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

K. SALARY SAVINGS PLAN

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

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

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

M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

N. SHORT TERM DISABILITY

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

O. SERVICE AND EFFECT ON BENEFITS

If contractor was a County contract employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation in County employment for purposes of determining eligibility for level of benefits. Thus Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick

leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

P. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

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

Contractor to Regular County Employment

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

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

Contractor to New Contract Position

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

V. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Executive Director, or designee. The Executive Director, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than eighty (80) hours a pay period without prior approval from the Executive Director, or designee. The Executive Director shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed eighty (80) hours within any given work period.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and the Department's standards of employee conduct, including all applicable rules,

policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

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

D. USE OF PRIVATE VEHICLE

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

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

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

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

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

E. EVIDENCE OF ELIGIBILITY TO WORK

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

F. DIRECT DEPOSIT

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

G. MISCELLANEOUS

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

VI. REIMBURSEMENT AND INDEMNIFICATION

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

VII. CONCLUSION

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

COUNTY OF SAN BERNARDINO

By _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

By _____
(Authorized signature - sign in blue ink)

Name Stacy Scranton
(Print or type name of person signing contract)

Title Supervising Office Assistant/
Business Support Manager
(Print or Type)

Dated: _____

Address Address on file

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
By _____ Cynthia O'Neill, Supervising Deputy County Counsel	By _____ Jennifer Mulhall-Daudel, Contracts Manager	By _____ CaSonya Thomas, Assistant Executive Officer for Human Services
Date _____	Date _____	Date _____



**AGENDA ITEM 3
AUGUST 07, 2019**

Subject	Contract IC035 A1 for the development of a Maternal Health Network framework and Strategic Plan.
Recommendations	Approve Amendment A1 for Contract IC035 with Social Entrepreneurs, Inc., for an increase of \$34,135 for a cumulative total of \$104,245 for Fiscal Year 2019-2020 and extending the contract by two months to February 29, 2020, to support the development and implementation of a Maternal Health Network framework specific to San Bernardino County. (Presenter: Renee Jones, Staff Analyst II, 252-4273)
Financial Impact	\$104,245 for Fiscal Year 2019-2020.
Background Information	<p>First 5 San Bernardino (F5SB) received approval at the September 12, 2018 Commission meeting to release a Request for Qualifications (RFQ) for a qualified firm or individual to serve as the consultant for the development of a Maternal Health Network Strategic Plan. The Strategic Plan will support the development and implementation of a Maternal Health Network (MHN) framework specific to San Bernardino County.</p> <p>On October 31, 2018 following F5SB's procurement and due diligence process, Social Entrepreneurs, Inc., (SEI) was selected for a contracted amount of \$197,158 to develop the framework which will support, maintain and help guide F5SB's efforts around the following objectives associated with Maternal Health Network San Bernardino (MHN-SB).</p> <p>In an effort to ensure a comprehensive strategic plan is developed, F5SB and Social Entrepreneurs, Inc. are proposing a shift to the project approach. The original completion date of December 2019 included collective input from individual workgroups as well as three community summits.</p> <p>Due to unanticipated low workgroup participation, the new scope of work displays an elimination of the workgroups, includes a two-month extension through February 29, 2020, and represents a need to leverage engagement through two additional Maternal Health Network Summits resulting in an additional cost of \$34,135.</p> <p>F5SB strives to ensure a system of equitable access to comprehensive prenatal and postnatal care for women, especially low-income and/or at-risk pregnant women. A successful system is easily navigated and promotes efforts that seek to reduce infant mortality, preventable disease, support positive maternal mental health and reduce disparities in health outcomes.</p> <p>Pending Commission approval, SEI will continue contracted services through February 29, 2020.</p>

This contract supports SPA 2 of the Strategic Plan specifically Objective Activities 2.1a and 2.1b:

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

Kristina Robb, Commission Counsel

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

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

STANDARD CONTRACT

FOR COMMISSION USE ONLY							
New <input type="checkbox"/>	Vendor Code 10003575	SC	Dept. 903	A	Contract Number IC035 A1		
X	Change						
<input type="checkbox"/>	Cancel						
Organization Children and Families Commission				Contractor's License No.			
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706		Total Contract Amount \$231,293		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code 95200	Contract Start Date November 1, 2018	Contract End Date February 29, 2020	Original Amount \$197,158	Amendment Amount \$34,135			
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000734	Amount \$104,245			
Cost Center		GL Account	Internal Order No.				
Cost Center		GL Account	Internal Order No.	Amount			
Abbreviated Use		Estimated Payment Total by Fiscal Year					
		FY	Amount	I/D	FY	Amount	I/D
Maternal Health Network		19-20	\$34,135	I			

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

Legal Name (hereinafter called the Contractor)
 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):

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

1. Section 1 DEFINITIONS, Maternal Health System (MHS) is amended to read as follows:

Maternal Health Network (MHN): A system of equitable access to comprehensive prenatal and postnatal care for women, especially low-income and/or at risk pregnant women. It is easily navigated and promotes efforts that seek to reduce infant mortality, preventable disease, support positive maternal mental health and reduce disparities in health outcomes.

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

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

N. Confidentiality

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$231,293 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2018-19	<u>\$127,048</u>	November 1, 2018 through June 30, 2019
Fiscal Year 2019-20	<u>\$104,245</u>	July 1, 2019 through February 29, 2020

Initial Here

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

- A. This Contract is effective commencing November 1, 2018 and expires February 29, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

continued on next page

ATTACHMENTS

Attachment A – Amended Scope of Work for FY 2019-2020

Attachment B – Amended Program Budget for FY 2019-2020

Attachment C – Amended Timeline and Deliverables FY 2019-2020

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

**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

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Kristina Robb
Commission Counsel

Date

**Presented to Commission for
Signature**

▶ _____
Karen E. Scott
Executive Director

Date

Detailed Project Scope of Work

The detailed scope of work that follows includes the tasks, resources and time estimates to complete this important project

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Kathrynne Powell	Kim Hopkinson	Marika Baren	Kelly Marschall	Claudia Montoya	Strategic Partner	
PHASE 3:Assets and Gaps Analysis											
Establishment of a Common Agenda											
1	Collect and insert consumer survey into survey monkey.	7/1/2019	7/12/2019	1	4						
2	Analyze consumer survey data and insert results into workgroup specific Asset & Gaps Briefs.	7/12/2019	7/15/2019		10						
3	Complete consumer survey report.	7/12/2019	7/15/2019	2	6						
4	Prepare materials for Leadership Team Meeting #2 to review results of consumer surveys and Asset & Gaps Briefs, changes to project approach, and outreach and engagement efforts.	7/12/2019	7/15/2019	2	2						
5	Finalize Leadership team materials, make copies and ship to First 5.	7/12/2019	7/15/2019	1							
6	Facilitate Leadership Team Meeting #2.	7/16/2019	7/16/2019	3				3			
7	Travel necessary to facilitate Leadership Team meeting #2.	7/15/2019	7/16/2019	4.5				4.5			
8	Track registration for Second MHN Summit, reaching out to First 5 and Leadership Team members as necessary to encourage partner participation. (73)	7/1/2019	8/2/2019	1	4						

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Kathrynne Powell	Kim Hopkinson	Marika Baren	Kelly Marschall	Claudia Montoya	Strategic Partner	
9	Allowance to support Workgroups/Facilitators in their preparation for participation at MHN Summit #2.	7/1/2019	8/2/2019	8	8						
10	Establish MHN Summit materials to include agenda, PowerPoint, Handouts, Tags, Sign-in sheets, etc. (74)	7/17/2019	7/22/2019	8	8						
11	GSR Summit materials. (75)	7/23/2019	7/26/2019						4		
12	Copy and ship summit materials to hotel.	7/29/2019	8/2/2019						6		
13	Prep for Summit at hotel.	8/5/2019	8/5/2019	4	4						
14	Facilitate MHN Summit to review assets and gaps analysis and priorities for each workgroup.	8/6/2019	8/6/2019	6	6	6	6	6		10	
15	Travel necessary to facilitate Second MHN Summit #2. (77)	8/5/2019	8/6/2019	4.5	4.5	4.5	4.5	4.5			
16	Identify commonality between workgroup priorities to establish a draft common agenda for consideration by the Leadership Team.	8/7/2019	8/16/2019	4	4						
17	Prepare materials for Leadership Team Meeting #3 to review the Asset & Gaps Summary report and Draft Common Agenda.	8/12/2019	8/16/2019	2	2						
18	GSR Leadership Team meeting materials.	8/16/2019	8/19/2019						2		
19	Finalize Leadership team materials, make copies and ship to First 5.	8/20/2019	8/23/2019		1				3		
20	Facilitate Leadership Team Meeting #3.	8/27/2019	8/27/2019	3				3			

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Kathrynne Powell	Kim Hopkinson	Marika Baren	Kelly Marschall	Claudia Montoya	Strategic Partner	
21	Travel necessary to facilitate Leadership Team meeting #3.	8/26/2019	8/27/2019	4.5				4.5			
22	Document decisions made at Leadership Team meeting to craft goals and objectives that would be presented at Community Summit #3.	9/1/2019	9/10/2019	1	4						
23	Conduct research to identify best/promising practices to address common agenda.	9/10/2019	9/21/2019				8				
24	Finalize brief outlining best/promising practices to address common agenda.	9/21/2019	9/30/2019				8				
25	GSR Research Brief and make any modifications necessary.	10/1/2019	10/5/2019						2		
26	Allowance to support distribution of Asset & Gaps Briefs, Summary Report, Common Agenda to stakeholder groups in an effort to establish buy-in for the network and the priorities.	9/1/2019	10/15/2019	8	8						

Subtotal for phase - hours	67.5	75.5	10.5	26.5	25.5	17	10
Subtotal for phase - professional fees	\$9,787.50	\$5,662.50	\$1,207.50	\$1,987.50	\$4,462.50	\$1,275.00	\$750.00

PHASE 4: Strategic Plan Development											
Draft Strategic Plan Content											
27	Develop content for Sections 1 - 3 and portions of 5 of strategic plan. (79)	9/1/2019	9/15/2019	2	4	4	4				

		Hours and Resources									
Task #	Task	Start Date	End Date	Lisa Watson	Kathrynne Powell	Kim Hopkinson	Marika Baren	Kelly Marschall	Claudia Montoya	Strategic Partner	Notes/Description
Leadership Meeting to Discuss Implementation Support, Ongoing Communication and Evaluation of Efforts											
28	Draft documents to outline the roles and responsibilities of the backbone organization to include implementation supports, ongoing communication and evaluation efforts. (107)	9/11/2019	9/30/2019				6				Should support section 4 of plan.
29	Prepare meeting materials for Leadership Team meeting to include an agenda, PowerPoint and strategic plan.	10/1/2019	10/4/2019	1	2		2				
30	GSR updated strategic plan and meeting agenda. (108)	10/7/2019	10/10/2017						2		
31	Send Agenda and meeting materials to Leadership Team. (109)	10/11/2019	10/11/2019	1							
32	Make copies of Leadership Team meeting materials and ship to First 5.	10/11/2019	10/14/2019						2		
33	Facilitate Leadership Team meeting #4 to 1) review and confirm Common Agenda, 2) discuss MHN Strategies Best Practices Brief, and 3) identify backbone agencies and accountability structure.	10/17/2019	10/17/2019	3				3			
34	Travel necessary to facilitate Leadership Team meeting. (111)	10/17/2019	10/17/2019	4.5				4			
35	Document decisions made at Leadership team meeting. (112)	10/18/2019	10/23/2019					4.5			
36	Use documentation from workgroup meetings to populate Section 4 of the strategic plan. (113)	10/18/2019	10/24/2019	2	4		4				

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Kathrynne Powell	Kim Hopkinson	Marika Baren	Kelly Marschall	Claudia Montoya	Strategic Partner	
Community Summit #3 to Confirm Common Agenda and Establish Strategies Associated with Collaborative Plan of Action											
37	Establish a registration link for Third MHN Summit, incorporating link into outreach flyer. (121)	10/1/2019	10/4/2019		1						
38	Establish Third MHN Summit Flyer, providing an update on progress to date and an invitation to participate. (122)	10/1/2019	10/4/2019		2						
39	Distribute MHN Summit Flyer through network identified by First 5 and Leadership Team. (123)	10/7/2019	10/9/2019	1	2						
40	Track registration for Third MHN Summit, reaching out to First 5 and Leadership Team members as necessary to encourage partner participation. (124)	10/9/2019	11/15/2019		6						
41	Establish MHN Summit materials to include agenda, PowerPoint, Handouts, Tags, Sign-in sheets, etc. (125)	11/7/2019	11/13/2019	4	8		4				
42	GSR Summit materials. (126)	11/14/2019	11/14/2019						4		
43	Copy and ship summit materials to hotel.	11/15/2019	11/15/2019						8		
44	Prep for Summit at hotel.	11/18/2019	11/18/2019	4	4						
45	Facilitate Third MHN Summit to review Common Agenda and to identify strategies, timelines, responsible parties and benchmarks for success.	11/19/2019	11/19/2019	6	6			6		10	
46	Travel necessary to facilitate Third MHN Summit. (128)	11/18/2019	11/19/2019	4.5	4.5			4.5			

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Kathrynne Powell	Kim Hopkinson	Marika Baren	Kelly Marschall	Claudia Montoya	Strategic Partner	
47	Document take-always from summit and incorporate content into Strategic Plan document Section 5.	11/20/2019	11/22/2019		2						
Complete Strategic Plan Document											
48	Complete remaining components of strategic plan. (114)	11/20/2019	11/26/2019	4	4	4					
49	Establish an infographic or executive summary of strategic plan that can be used for communication purposes. (115)	11/26/2019	11/29/2019			4					
50	GSR strategic plan and infographic/executive summary. (116)	12/2/2019	12/4/2019						4		
51	Prepare materials for Leadership Team Meeting #5 to review completed Strategic Plan.	12/2/2019	12/6/2019	2	2						Will occur via webinar
52	Facilitate Leadership Team Meeting #5.	12/9/2019	12/13/2019	2	2			2			
53	Incorporate any final changes into Strategic Plan Document.	12/16/2019	12/18/2019	2	2						
54	Establish a webinar link and flyer announcing the completion of the strategic plan and an opportunity to preview draft prior to Community Summit Adoption.	12/1/2019	12/5/2019		2						
55	Host Strategic Planning Public Review webinar/.	1/2/2020	1/5/2020	2	2						
56	Incorporate any final changes into Strategic Plan document and distribute to Leadership Team and First 5.	1/5/2020	1/10/2020	1	2						

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Kathrynne Powell	Kim Hopkinson	Marika Baren	Kelly Marschall	Claudia Montoya	Strategic Partner	
Presentation of MHN Strategic Plan											
57	Establish a registration link for Fourth MHN Summit, incorporating link into outreach flyer.	12/1/2019	12/5/2019		1						
58	Establish Fourth MHN Summit Flyer, providing an update on progress to date and an invitation to participate.	12/1/2019	12/5/2019		2						
59	Distribute MHN Summit Flyer through network identified by First 5 and Leadership Team.	12/8/2019	12/10/2019	1	2						
60	Track registration for Fourth MHN Summit, reaching out to First 5 and Leadership Team members as necessary to encourage partner participation.	12/11/2019	1/15/2020		6						
61	Establish MHN Summit materials to include agenda, PowerPoint, Handouts, Tags, Sign-in sheets, etc.	1/2/2020	1/10/2020	4	8		4				
62	GSR Summit materials.	1/11/2020	1/15/2020						4		
63	Copy and ship summit materials to hotel.	1/15/2020	1/17/2020						8		
64	Prep for Summit at hotel.	1/21/2020	1/21/2020	4	4						
65	Facilitate Fourth MHN Summit to review completed strategic plan, identify opportunities for future implementation and discuss ways to support ongoing communication.	1/22/2020	1/22/2020	6	6			6		20	
66	Travel necessary to facilitate Fourth MHN Summit.	1/21/2020	1/22/2020	4.5	4.5			4.5			

		Hours and Resources									
Task #	Task	Start Date	End Date	Lisa Watson	Kathrynne Powell	Kim Hopkinson	Marika Baren	Kelly Marschall	Claudia Montoya	Strategic Partner	Notes/Description
Project Management											
75	Tracking and management of project tasks and timelines.	7/1/2019	2/28/2020	8							
76	Allowance for monthly project team meetings to discuss progress of tasks and timelines and to share information.	7/1/2019	2/28/2020	7	7	7	7	7	7		
77	Develop monthly invoices and status reports for First 5 San Bernardino.	7/1/2019	2/28/2020	8					56		

Subtotal for phase - hours	44	21	14	14	14	70	0
Subtotal for phase - professional fees	\$6,380.00	\$1,575.00	\$1,610.00	\$1,050.00	\$2,450.00	\$5,250.00	\$0.00

PROJECT TOTAL

	Total	By Resource						
Hours	726.5	186.5	197.5	36.5	64.5	82.5	119	40
Professional fees	\$77,252.50	\$27,042.50	\$14,812.50	\$4,197.50	\$4,837.50	\$14,437.50	\$8,925.00	\$3,000.00

Budget Summary

	<u>SEI Hours</u>		<u>Professional Fees</u>		<u>Expenses</u>		<u>Total Cost</u>	
	<u>Original</u>	<u>Revised</u>	<u>Original</u>	<u>Revised</u>	<u>Original</u>	<u>Revised</u>	<u>Original</u>	<u>Revised</u>
PHASE 3: Assets and Gaps Analysis	146.5	232.5	\$14,887.50	\$25,133.00	\$9,139.00	\$10,958.00	\$24,026.50	\$36,090.50
PHASE 4: Strategic Plan Development	322.5	317	\$34,152.50	\$33,805.00	\$11,433.00	\$16,034.00	\$45,585.50	\$49,839.00
PHASE 5: Project Management & Communications	129	177	\$13,315.00	\$18,315.00	\$0.00	\$0.00	\$13,315.00	\$18,315.00
Totals	598	726.5	\$62,355.00	\$77,253.00	\$20,572.00	\$26,992.00	\$82,927.00	\$104,245.00

Year 2 (July 2019 – December 2019)	Professional Fees	Expenses	Total Cost
PHASE 1: Project Organization & Kick-Off	\$0.00	\$0.00	\$0.00
PHASE 2: Infrastructure Development	\$0.00	\$0.00	\$0.00
PHASE 3: Assets and Gaps Analysis	\$25,133.00	\$10,958.00	\$36,091.00
PHASE 4: Strategic Plan Development	\$33,805.00	\$16,034.00	\$49,839.00
PHASE 5: Project Management & Communications	\$18,315.00	\$0.00	\$18,315.00
Totals	\$77,253.00	\$26,992.00	\$104,245.00

Expense Type	Description	Total Cost
Airfare	Airfare to support consultant travel to conduct Leadership Team meetings and Community Summits	\$10,500.00
Lodging	Lodging associated with conducting Leadership Team meetings and Community Summits	\$2,250.00
Meals	Meals associated with travel to conduct Leadership Team meetings and Community Summits	\$1,357.00
Car rental and gas	Car rentals associated with conducting Leadership Team meetings and Community Summits	\$660.00
Parking	Parkings associated with conducting Leadership Team meetings and Community Summits	\$280.00
Meeting supplies	Refreshments to support Leadership Team meetings.	\$1,250.00
Meeting refreshments	Meals associated with Community Summit #2, #3, and #4.	\$9,375.00
Copies and printing	Copies for meetings and summits	\$150.00
Summit Materials	Materials associated with Community Summits	\$1,050.00
Ground Transportation	Ground transportation associated with travel to conduct Leadership Team meetings and Community Summits	\$120.00
Totals		\$26,992.00

July

- Complete Consumer Survey Results Report
- Facilitate Leadership Team Meeting #2, discussing engagement issues, asset & gaps analysis and Community Summit #2
- Schedule, outreach and prepare for MHN Community Summit #2

August

- Facilitate MHN Community Summit #2
- Finalize Asset & Gaps Briefs and Summary Report
- Facilitate Leadership Team Meeting #3 to draft Common Agenda

September

- Develop Strategic Plan, sections 1-3
- Conduct additional research to identify best/promising practices to address Common Agenda
- Complete Best Practices Brief

October

- Draft responsibilities associated with "Backbone" organization for efforts moving forward
- Facilitate Leadership Team Meeting #4 to establish backbone organization, review Strategic Plan
- Schedule, outreach and prepare for MHN Community Summit #3

November

- Conduct MHN Community Summit #3 to review/confirm Common Agenda and draft strategies, timelines and benchmarks for success
- Document Summit Discussion

December

- Complete Strategic Plan, sections 4-6 and Executive Summary/Infographic
- Facilitate Leadership Team Meeting #5 to review Strategic Plan
- Schedule, outreach and prepare for MHN Community Summit #3

January

- Host public review webinar of Draft Strategic Plan to receive any final input from stakeholders
- Conduct final MHN Community Summit to present final Strategic Plan and discuss implementation
- Finalize Strategic Plan and prepare for presentation to First 5 Commission

February

- Present final Strategic Plan to First 5 Commission



Program Outline Document 2019-2020

AGENCY INFORMATION

Contract #: IC035 A1

Legal Entity: Social Entrepreneurs, Inc.

Dept./Division: _____

Project Name: Maternal Health Network

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

Phone #: (775) 324-4567

Website: www.socialent.com

Fax #: (775) 324-4941

Program Site Address: 6548 South McCarran Boulevard, Suite B
Reno, NV 89509
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: kmarschall@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: kmarschall@socialent.com

PROGRAM CONTACT

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

FISCAL CONTACT

Name: Peter Marschall **Title:** Operations Manager
Address: 6548 South McCarran Boulevard, Suite B **Direct Phone #:** (775) 324-4567
Reno, NV 89509
E-Mail: pmarschall@socialent.com **Fax #:** (775) 324-4941

ADDITIONAL CONTACT (Describe): Program

Name: _____ **Title:** _____
Address: _____ **Direct Phone #:** _____
 _____ **Fax #:** _____
E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

- Health
- Education
- Family
- Systems

STRATEGY

- Early Screening and Intervention
- Health Care Access
- Oral Health
- Early Education Programs
- Access to Quality Child Care
- Parent Education
- Resource Center & Case Management
- Integrated Systems Planning & Implementation
- Countywide Information Referral Systems
- Organizational Capacity Building

- Health & Safety Education
- Other: _____
- Quality Provider Programs
- Other: _____
- Other: _____
- Community Outreach
- Other: _____

PROGRAM DESCRIPTION

Social Entrepreneurs, Inc. serves as Project Consultant of the First 5 Maternal Health Systems contract.

SERVICE AREA (LOCATIONS)

Countywide

Strategic Priority Area 1: Child Health

Goal 1.1 Child Health:

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

- **Objective 1.1.c**
 Children are born healthy Connect expectant parents with quality prenatal care and education

Strategic Priority Area 2: Systems & Network

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.

ASSIGNED ANALYST: Renee Jones

CONTRACT AMOUNT

Fiscal Year	Amount
2018-2019	\$ 127,048
2019-2020	\$ 104,245
Total	\$ 231,293



**AGENDA ITEM 4
AUGUST 7, 2019**

Subject	Inland Empire Community Collaborative (IECC) – Family Community Support Partnership (FCSP) Cooperative Expansion Project
Recommendations	Approve Contract IC037 with Inland Empire Community Collaborative (IECC) to provide system wide sustainability planning for the Family Community Support Partnership (FCSP) providers in San Bernardino County in an amount not to exceed \$990,967 for Fiscal Years 2019-2022. (Presenter: Wendy Lee, Staff Analyst II, 252-4254)
Financial Impact	\$990,967 for Fiscal Years 2019-2022.
Background Information	<p>Since 2010, the Commission has invested in a regional capacity and sustainability project known as Capacity Building Academy (CBA). The CBA, facilitated by Social Entrepreneurs, Inc. (SEI), works with agencies to build their capacity through coaching to develop individual strategic plans, sustainability plans, long-range approaches to financing and development of best practices. One of the results of the CBA was the formation of the Inland Empire Community Collaborative (IECC), which is comprised of thirty-one (31) non-profit agencies that completed CBA. The IECC built upon the skills learned in CBA to create strong relationships that furthered their collective impact and sustainability by working collaboratively to secure over \$15 million in funding to respond to the needs and priorities of local communities.</p> <p>In 2015, the Commission approved three-year contracts with 13 agencies to provide Family Community Support Partnership (FCSP) initiatives to improve parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5 in San Bernardino County. During the initial three-year contract period, FCSP contracted agencies served 3,100 parents.</p> <p>The outcome data showed significant improvement in the parenting constructs overall. In structured case management, data indicates significant improvement in increasing community resources knowledge, social interaction and basic household necessities. FCSP data demonstrates potential impact to decrease the child abuse/neglect rate in San Bernardino County.</p> <p>In 2017, FCSP was extended two additional years until 2020 for a cumulative investment of approximately \$20 million. The justification for the extension was to ensure First 5 San Bernardino (F5SB) was able to build upon existing data with the intent to build a robust data set with significant outcomes.</p> <p>With the FCSP funding cycle closing in June 2020, F5SB sought methods in which to continue to support and expand the FCSP model in a manner that aligns with our Strategic Plan and systems approach. F5SB staff recommends utilizing IECC to support the system expansion of FCSP. Based on the success of the Capacity Building Academy efforts, IECC is an appropriate choice for this selected procurement to develop the FCSP Cooperative Expansion Project.</p> <p>IECC seeks to achieve the following deliverables in the FCSP Cooperative Expansion Project:</p>

-
1. **Scalable:** FCSP is ready for countywide expansion/support. Leverage First 5 San Bernardino’s investment in the FCSP initiative to engage other funders to bring the model to scale.
 2. **Notable:** Promote a shared countywide data bank of evidenced based child abuse risk prevention and early intervention best practices.
 3. **Sustainable:** Increase a collective amount of resources and funding for the cooperative expansion.
 4. **Collaborative:** Build a coalition of sustainable FCSP providers in order to reduce the risk of child abuse in San Bernardino County.

This FCSP system expansion will allow F5SB to continue to build upon successful outcomes that will reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of children.

Pending Commission approval of this contract, IECC will serve as consultants for the FCSP Cooperative Expansion Project. Approval of this contract supports two of the F5SB’s Strategic Plan goals:

Strategic Priority Area 2 Systems and Networks:

Goal 2.2: Capacity Building

Strategic Priority Area 1 Children and Families:

Goal 1.3: (a) Children are free from abuse and neglect;

Goal 1.3: (b) Parents provide developmentally appropriate care; and

Goal 1.3: (c) Families are resilient.

Review

Kristina Robb, Commission Counsel

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10010258	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number IC037
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Contractor's License No.
If not encumbered or revenue contract type, provide reason:				Total Contract Amount \$990,967
Commodity Code 95200	Contract Start Date August 7, 2019	Contract End Date June 30, 2022	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000733	Amount \$382,169
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use IECC-FCSP	FY	Estimated Payment Amount	Total by Fiscal Year	
Cooperative Expansion Project		I/D	FY	Amount I/D
	19-20	\$382,169		
	20-21	\$313,419		
	21-22	\$295,379		

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

Legal Name (hereinafter called the Contractor)
Inland Empire Community Collaborative
 Department/Division

 Address
3927 La Hacienda Drive, San Bernardino, CA 92404
 Phone
909-693-7642
 Federal ID No.
81-2607226

Program Address (if different from legal address):

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

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

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

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

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

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- PROJECT BUDGETAttachment B**

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 95th percentile for children of the same age and sex within the ages of 2-19 years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Uninsured: Individuals not covered by health insurance.

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

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall deliver services for First 5 Family Community Support Partnership (FCSP) Cooperative Expansion Project 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 Family Community Support Partnership (FCSP) Cooperative Expansion Project.
- D. Contractor agrees to attend and participate in all meetings relative to First 5 Family Community Support Partnership (FCSP) Cooperative Expansion Project 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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III. 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 by Commission.

It is understood that the Contractor has the skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, 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 Agreement 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 the work to be performed under this Agreement 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. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

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

H. Change of Address

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

I. Staffing and Notification

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

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

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

O. Child Abuse Reporting

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

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

have received training in the law within thirty (30) days of employment/volunteer activity.

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability

insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

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

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

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

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

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

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

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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

or

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

or

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

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

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney’s Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

Z. 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.

AA. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org.

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

▪ Project Reports

1. Family Community Support Partnership (FCSP) Cooperative Expansion Project Strategic Business and Expansion Plan Document
2. FCSP Cooperative Expansion Project one (1) year operations plan
3. Digital strategy for FCSP Cooperating and capacity for each FCSP nonprofit in cohort
4. Tracking report for nonprofits and grants to quantify resources gained through the project

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

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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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BB. 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.](#)).

CC. 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 neither it, its principals, nor 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.

DD. Environmental Requirements

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

IV. COMMISSION RESPONSIBILITIES

- A. 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 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 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.

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$990,967 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2019-20	<u>\$382,169</u>	August 7, 2019 through June 30, 2020
Fiscal Year 2020-21	<u>\$313,419</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	<u>\$295,379</u>	July 1, 2021 through June 30, 2022

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 Program Manager.

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the Project 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. 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 monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

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

B. Availability of Records

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

Project 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.

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 August 7, 2019, and expires June 30, 2022, 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 periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2022 is contingent on a Project Scope of Work and a Project Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

- A. Notices

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

Contractor: Inland Empire Community Collaborative
Susan Gomez, M.A. IECC, CEO
3927 La Hacienda Dr.
San Bernardino, CA 92404

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

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

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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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and

State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XI. CONCLUSION

- A. This Contract, consisting of 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

INLAND EMPIRE COMMUNITY
COLLABORATIVE

Legal Entity

▶ _____
Authorized Signature

Maxwell Ohikhuare, M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Susan Gomez
Printed Name

Chief Executive Officer
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Kristina Robb Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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Scope and Activities

The following table contains a proposed scope of work for preparing and conducting this project.

Component Description YEAR 1 & 2	
Component 1: Organization, Research and Needs Assessment	
Preparation & Organization	<ul style="list-style-type: none"> • Conduct kick off meeting with FCSP Cooperative participants • Draft business plan template and outreach approach • Develop communication lists and calendar of planning events and dates.
Trends Analysis and Needs Assessment	<ul style="list-style-type: none"> • Identify trends and other strategic issues facing the FCSP Cooperative and target populations • Identify service/support needs and gaps • Identify collaborative opportunities and barriers • Identify system improvement opportunities • Prepare summary of needs and gaps analysis, including recommendations
Component 2: Strategic Business and Expansion Plan	
Set the Foundation FCSP Cooperative Business and Expansion Plan	<ul style="list-style-type: none"> • Review Trends Analysis and Needs Assessment results • Affirm/modify shared mission, guiding principles • Develop long-range FCSP Cooperative goals • Develop short-term objectives • Identify key support services/ programs expected to be needed for current and future expansion, including new class levels, facilities and any anticipated changes to roles
Define Relationships and Develop Strategies	<ul style="list-style-type: none"> • Develop and prioritize strategies for achieving the FCSP Cooperative goals and objective. Identify key partners/stakeholders in achieving long-range goals and objectives • Define role and relationship among partners/stakeholders in achieving long-range goals and objectives • Develop MOUs outlining each partner’s role, responsibilities, and commitments in delivering and expanding services • Outline process for engaging and retaining FCSP Cooperative partner involvement, including key messaging for target groups • Develop FCSP Cooperative structure • Identify costs, resources and timing of strategies

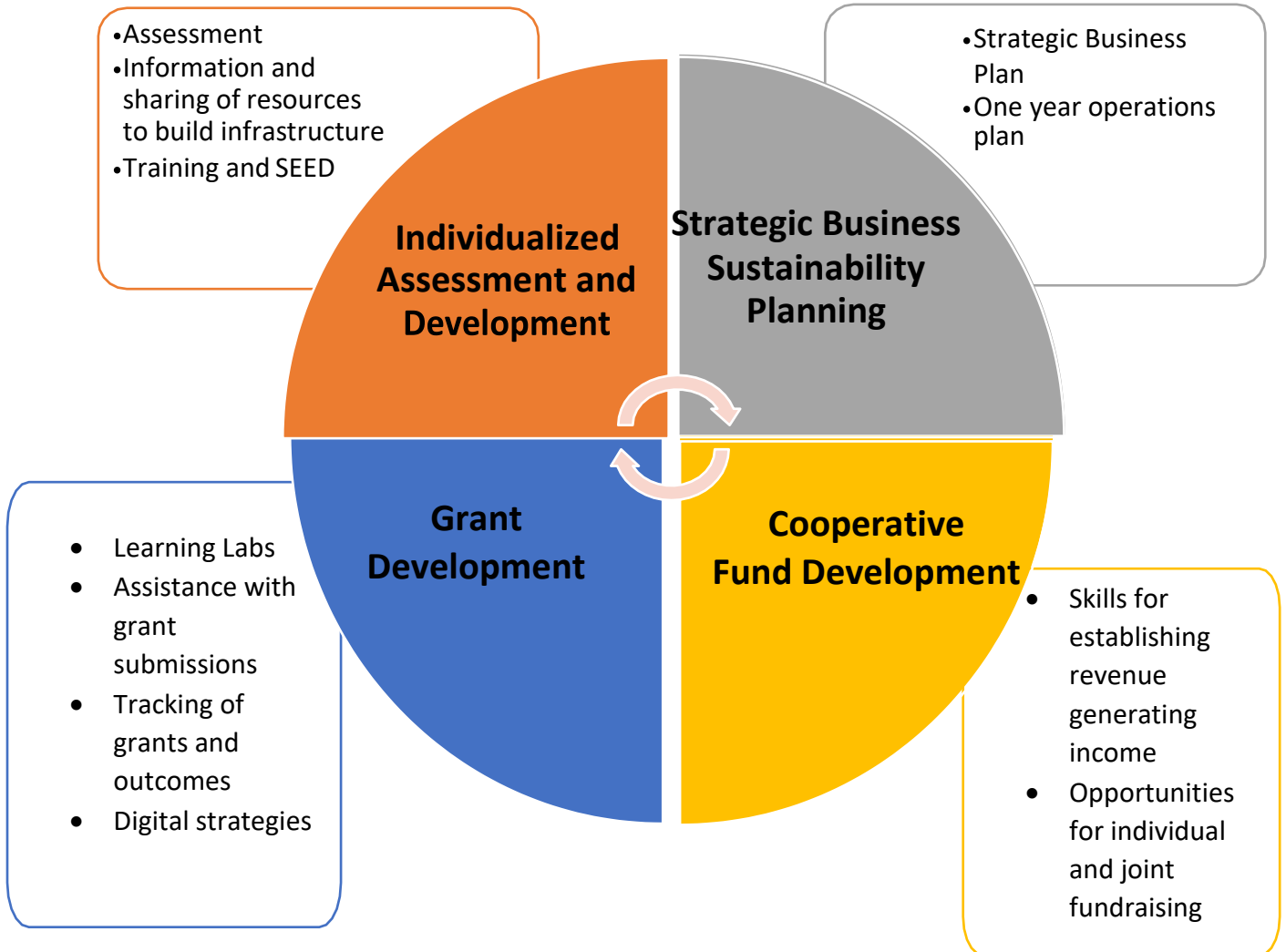
	<ul style="list-style-type: none"> • Develop strategies to increase and leverage financial resources from new sources including nongovernmental
Financial Analysis and Revenue Generation Strategy	<ul style="list-style-type: none"> • Develop three-year forecast of income and expenses, including assumptions • Incorporate identified resource needs • Participate in training/development to expand current funding approaches to include sustainable sources • Conduct targeted research to inform fund development approach • Identify expected sources of funding and level anticipated from each agency • Prioritize opportunities and resources/timing to pursue
Create Strategic Business and Expansion Plan Document	<ul style="list-style-type: none"> • Incorporate work completed in previous steps into the template • Facilitate session to develop/complete work on roles and services, communication and marketing, management and organization, and other areas as needed • Issue working draft for review and comment • Prepare and incorporate an executive summary • Cooperative members, enhance as needed • Issue final plan
Create 1-year Operations Plan	<ul style="list-style-type: none"> • Create Operations Plan template • Identify strategies to implement in first year and detail the specific tasks, timing and persons responsible for each • Issue plan
Component 3: Sustainable Revenue Generation	
SEED 2.0	<ul style="list-style-type: none"> • Caravanserai Project: SEED 2.0 with Mr. Stephen Bennett, 3-day convening, targeted revenue generating development. • FSCP interviews and personal plans, costumed leadership training
Fund Development	<ul style="list-style-type: none"> • Develop digital strategy for FCSP Initiative
Thrive 2019-20 Conference	<ul style="list-style-type: none"> • Special events, corporate sponsorship, volunteer management • Scholarships issued to (2) staff from each FSCP agencies

SCOPE Years 2 & 3	
Fund Development	<ul style="list-style-type: none"> • Consensus Workshop to identify priorities and mapping of FCSP agencies. • Strategic Business Planning • Participate in training/development to expand current funding approaches to include sustainable sources • Digital Strategies and optimization • Grant Bulletin research to inform fund development approach • Identify expected sources of funding and level anticipated from each agency • Prioritize opportunities and resources
Development Grant Calendar	<ul style="list-style-type: none"> • Prepare and incorporate an executive summary • Match funding opportunities with IECC Monthly Grant Opportunity Bulletin • Provide grant TA for each FCSP agency • Grant writing services for Cooperative • Track grants submitted and status of funding
Explore Designated Revenue	<ul style="list-style-type: none"> • Advanced learning workshops (2) year two and three. • True Cost Budgeting • Feasibility options for designated revenue streams SB County
Thrive 2021 Conference	<ul style="list-style-type: none"> • Fund Development, special event, corporate sponsorship training • Scholarships issued to (2) staff from each FCSP agencies

Deliverables

The FCSP Cooperative Expansion Project is based on lessons learned by IECC over the last eight years in San Bernardino County, coupled with key components of the IECC Business Plan, developed with technical assistance from the First 5 San Bernardino’s Capacity Building Continuum. The project scope is designed to expand and strengthen existing capacity building components of both the IECC and FCSP agencies. In addition, the project scope includes the development and implementation of new components that are focused on generating increased funding for the region with systems level change, and the expansion of infrastructure building efforts of FCSP agencies.

The proposed approach has four key components along with project management through to ensure that high quality services are provided efficiently and with fidelity to the approach that has proved so successful thus far. The four key components are:



Project Objectives, Benefits and Deliverables

What nonprofits need most is to keep their community-oriented services viable. To do that, they need to develop an organizational structure that supports financial sustainability through the development of various aspects of the agency. Without a strong fundraising culture, nonprofits often lurch from one financial crisis to another. Many fail to thrive. In spite of good ideas and sometimes great potential, some simply die.

Investing in the nonprofit sector not only changes lives but also can expand a key workforce, which contributes to economic vitality and improved quality of life in the region. If funding to the nonprofit sector is increased through strengthening the capacity of those organizations, the economic impact will be seen in additional jobs and additional induced local spending that will ripple through the regional economy.

The IECC proposes the following primary **objectives** for conducting this project:

1. Assess and address the top capacity building needs of F5SB FCSP nonprofit organizations in San Bernardino County by securing additional grant funds for IECC and FCSP Cooperative.
2. Sustain and expand capacity building efforts and infrastructure by supporting nonprofits each year through learning labs while providing hands on sustainability planning support to strengthen 10 FCSP nonprofits in San Bernardino County each year.
3. Introduce new components for grant development available to 10 FCSP participants each year with the potential to expand countywide.
4. Attract philanthropic funding to increase the per capita investments in nonprofits throughout the County.
5. Improve the quality of life for children and families in the County served by non-profit involved in capacity building FCSP strategies.

The **benefits** expected to be realized from successful completion of the project include:

- Improved financial viability of FCSP nonprofits to sustain, expand and effectively deliver quality health and human services.
- Streamlined and enhanced service delivery for recipients in the County.
- Strengthened collaboration through cooperative participation.
- Enhanced relationship building across sectors in the County (nonprofit, public, private).
- Increased ability to leverage and build upon previous and current capacity building funding and relationships.
- Increased number of agencies positioned to apply for San Bernardino County contracts, state, and federal funding.
- Implemented FCSP model as best practice county-wide to reduce abuse and neglect as well as system-dependence for families long term.
- Advanced First 5 San Bernardino goals for becoming system-oriented.

The project **deliverables** that will be produced by the project include:

- Organizational Assessments and grant readiness assessments for up

IECC-FCSP Cooperative Expansion Project

to 10 FCSP nonprofits

- Technical Assistance to prioritize assessment results and Information and referral to provide participants with tools and resources to address priorities
- Monthly grant bulletin promotion, matching with FCSP nonprofit needs based on assessment, and support through learning labs to develop and submit proposals.
- Strategic Business and Expansion Planning for 10 nonprofits (reviewed annually)
- Grant development –Learning Lab training (sessions), Grant Repository, baseline and tracking of new proposals submitted for capacity building
- Digital strategy for FCSP Cooperating and capacity for each FCSP nonprofit in cohort
- Tracking report for nonprofits and grants to quantify resources gained through the project
- SEED Lab- establishing non-grant revenue generation activities and services
- Quarterly networking meetings with local funders and policy makers to explore additional revenue streams to expand current project

Responsibilities and Project Timeframe

This project has a compressed timeline to complete activities. In addition, the IECC and First 5 have concurrent projects and commitments that must be adhered to. Therefore, it is necessary to clarify the roles and responsibilities of each organization.

Responsibilities

IECC and its members are responsible for organization and overall coordination of the project. They will:

- **Individualized Assessment and Development.** IECC will deliver several key program components to engage FCSP organizations in developing skills, knowledge, capabilities, and resources to make their work more effective.
- **Strategic Business and Expansion Plan:** Develop Implementation plan with roles and responsibilities, secure formal MOU's with all FCSP agencies, develop projected budget with clear goals and objectives for Cooperative.
- **Donor and Fund Development.** This phase will provide competency development linked to assessments completed in component 1 to strengthen special event and fundraising planning and implementation of participating agencies.
- **Nonprofit Bulletin:** The IECC Coordinator helps identify funding opportunities for inclusion in the monthly grant bulletin and promotes them to FCSP nonprofits and collaborative throughout the month. A total of 21 monthly bulletins will be provided, reaching new nonprofits and FBO's. *First 5 support will be leveraged to provide this activity.*
- **Grant Consultant Funding:** To support the grant development needs of IECC and FCSP agencies for infrastructure and assistance to nonprofits.
- **Grant Infrastructure Baseline:** Utilizing OCAT results, a Nonprofit Funding Profile will be developed that builds on recent reports (First 5 Nonprofit Report, Capacity Building Consortium, etc.) to identify and prioritize needs of project participants related to grants development. This report would include an analysis of the existing resources for grant research, training, writing and professional grant consultants in the County and a set of recommendations for action in the second year of the project.
- **Grant Development.** There is a broad range of grant writing capacity among nonprofit - ranging from small agencies (budgets under \$50,000) who are volunteer driven and have never considered grants as a mechanism to increase their service capabilities, to medium sized agencies (\$50,000 to \$750,000) with limited staff resources and expertise to research and submit grants, to larger agencies (\$750,000 and above) that are experienced in grant writing, but may lack the internal resources to submit grants on a regular basis or respond only to RFP's they are familiar with. In order to change the system of grant development, the following activities will be conducted during the project period:

- **Nonprofit Matching and Support:** IECC will be assigned to participants based on type and will conduct outreach to alert participants when the grant bulletin has opportunities of interest to their organization. Support will be provided to review and evaluate the opportunity. Additional support is detailed in phase 3.
- **Grant Infrastructure Baseline:** Utilizing OCAT results, a Nonprofit Funding Profile will be developed that builds on recent reports to identify and prioritize needs of project participants related to grants development. This report would include an analysis of the existing resources for grant research, training, writing and professional grant consultants in the County and a set of recommendations for action in the second year of the project.
- **Grant Repository** – Tools to consolidate and avoid duplication of effort for researching government (local, state and federal), private foundation and corporate giving. Ability to obtain information specific to the type or organization or area of funding needs (i.e. issue area, operating support, program funding, capital funding, seed funding, etc.). Publication and maintenance of a centralized data base that can be utilized by IECC and FCSP agencies.
- **Grant Training / Learning Labs:** To build on existing basic training opportunities, Learning Labs provide hands-on, real-time assistance on developing proposals, with participants submitting their proposal content for review and critique prior to the training session. The purpose of Learning Labs is to have professional and peer feedback on each agency proposal, benefitting all participants in learning skills to strengthen various portions of proposals (i.e. needs statements, project descriptions, goals and objectives, evaluation, budgets and attachments). Training sessions will be held at least four times per year, for a total of 12 during the three-year grant period. Learning Labs will be limited to 5 to 10 participants per month. This will ensure meaningful participation and personalized assistance from a certified grant professional.
- **Nonprofit Capacity Profile Report:** Measuring the status of infrastructure in county nonprofits will be accomplished via the OCAT and the grant readiness assessment. The results will be analyzed and summarized in even years of the project. In year 1 it will establish the baseline of infrastructure. The 2020 report will profile gains made, infrastructure developed, and tangible results achieved.
- **Tracking Proposal Submissions and Results:** Tracking the number of new proposals submitted by IECC and FCSP agencies and project participants as a result of grant assistance to develop a model for tracking the number of proposals submitted collectively by county nonprofits and

- public agencies to determine the impact (i.e. results) of proposals submitted by sector (government, private, corporate). This will enable the County (and the Funders Alliance Funders Advocacy Group) to advocate with particular funders that are not funding in this targeted area, with concrete data and statistics.
- **Donor and Fund Development.** The First 5 San Bernardino Initiative has provided a number of lessons learned in strengthening infrastructure. One of the key findings has been the importance of experiential learning, where entities have an opportunity to work on projects of importance to their organization, while receiving coaching and mentoring. Project partners propose the following activities:
 - **Joint funding raising activities.** The IECC currently has three joint fundraising activities that members participate in. Participants in the Initiative will have the opportunity to participate in one or more of the joint fundraising activities, thereby increasing their skills while potentially raising funds and resources for their organization.
 - **Signature Event.** Participants who are contemplating implementing a signature event will be able to attend pre-conference activities for THRIVE to be able to learn behind the scenes to plan and conduct a special event. This will include coaching and mentoring about securing sponsorships and vendors, marketing the event, and managing contracts, budgets, registration, hospitality and cultivation of new donors and supporters.

These activities are designed to leverage First 5 investments for the next three years, while engaging FCSP agencies in activities that can be customized to their unique needs, based on a comprehensive assessment. This research-based approach has resulted in IECC agencies generating over \$15.8 million in grants and donations since 2010. We are confident this Initiative will build infrastructure, increase grant opportunities and generate more revenue for nonprofits organizations in the County.

First 5 San Bernardino is responsible to:

- First 5 will be responsible for Countywide outreach to other County departments to secure additional funding for FCSP project (i.e. Department of Behavioral Health, Mental Health, Child Family Services, Transitional Assistance Department, Public Health, etc.)
- First 5 will communicate to current FCSP agencies they will be ineligible for funding in 2020-2021 unless they elect to participate in new FCSP Cooperative to ensure that the FCSP Cooperative sustainability outcomes are met.
- Follow through on activities and agreements contained in the scope of work and action plan, including review of this proposal noting any changes needed prior to contracting.

- Provide necessary time and personnel to conduct work assigned to/accepted by First 5 within agreed upon timelines.
- materials and either accept or reject with specific comments on issues to address during editing/updating.
- First 5 will oversee the evaluation and data for children 0-5, any other data will be measured by participant agencies and included in final report.

Timing

This project builds on an effective collaboration already in existence through the IECC. It also leverages funding and infrastructure developed through a contract with First 5 that is committed to support key components of the approach through 2022. It takes a collective impact approach to addressing key issues related to health and well-being by building the infrastructure of individual nonprofits and the backbone organization that can sustain the FCSP Initiative in years to come.

	2019-20	2020-21	2021-22
FCSP Individualized Assessment and Development	<ul style="list-style-type: none"> • OCAT Assessments & Coaching (10 agencies) • 1:1 Information, Referral: Tools, Tips & Resources (10 agencies) • Establish shared values and mission • Establish best practice framework for forming the Cooperative • Establish MOUs and working agreements • Annual Thrive Conference (20 scholarships) • Nonprofit Bulletin (12 issues) • Grant Readiness Assessment (10 agencies) 	<ul style="list-style-type: none"> • 1:1 Information, Referral: Tools, Tips & Resources) • Annual Thrive Conference (20 scholarships) • Nonprofit Bulletin (12 issues) • Grant Readiness Assessment (10 agencies) 	<ul style="list-style-type: none"> • 1:1 Information, Referral: Tools, Tips & Resources (10 agencies) • Annual Thrive Conference (20 scholarships) • Nonprofit Bulletin (12 issues) • Grant Readiness Assessment (10 agencies)
FCSP Infrastructure Strategic Business & Sustainability Planning	<ul style="list-style-type: none"> • Strategic Business Planning (10 agencies) • SEED 2.0 Revenue Generating Retreat 	<ul style="list-style-type: none"> • Strategic Business Planning (10 agencies) • Mapping services and expansion (10 agencies) 	<ul style="list-style-type: none"> • Strategic Business Sustainability Planning (10 agencies) • Expansion & Implementation Plan

	2019-20	2020-21	2021-22
FCSP Infrastructure Grant Development	<ul style="list-style-type: none"> Grant consultation (IECC & FCSP) Grant Learning Labs (10 agencies/year) Grant TA Grant tracking and results reporting (12 months) 	<ul style="list-style-type: none"> Grant consultation (IECC & FCSP) Grant Learning Labs (10 agencies/year) Grant TA Grant tracking and results reporting (12 months) Nonprofit Capacity Profile Report (1) 	<ul style="list-style-type: none"> Grant consultation (IECC & FCSP) Grant Learning Labs (10 agencies/year) Grant TA Grant tracking and results reporting (12 months) Nonprofit Capacity Profile Report (1)
FCSP Revenue Generating Fund Development	<ul style="list-style-type: none"> Signature event training and implementation support (10 agencies) Venture Capitalism (or other opportunities) Promote local designated funding streams for children and families in SB County 	<ul style="list-style-type: none"> Signature event training and implementation support (10 agencies) Margaret Brodtkin, <i>Funding the Next Generation, workshop</i> Quarterly network meetings with local funders and policy makers to explore additional revenue streams to expand current project, in partnership with F5SB. 	<ul style="list-style-type: none"> Signature event training and implementation support (10 agencies) Feasibility study for designated funding for children in SB County Networking meetings with local funders and policy makers to explore additional revenue streams to expand current project
Project Management, Communication and Coordination	<ul style="list-style-type: none"> Status reports (12) Project management meetings (12) 	<ul style="list-style-type: none"> Status reports (12) Project management meetings (12) 	<ul style="list-style-type: none"> Status reports (12) Project management meetings (12)

Project Budget

The total cost for completion of all activities to accomplish the proposed scope of work as described in this proposal is **\$990,967** consisting of **\$552,528** in professional fees and **\$438,439** in expenses. The professional fees are based on the estimated hours to accomplish all tasks associated with this proposal.

Actual expenses may vary from our estimates based on cost fluctuations or other actions outside of our control. As a result of said fluctuations, the project will be conducted on a “total project basis”, meaning that we will complete all activities described in the Scope of Work for a total cost not to exceed **\$990,967**, in any combination of fees and expenses.

The estimated hours required from the project team are allocated by task and type of resource. The professional fees are based on the estimated hourly rates of:

Resource	Rate*
IECC- Project Manager	\$95.00
Project Logistics	\$75.00
Facilitators	\$75.00
Other Contract Support	\$175.00
Administration	\$65.00

**Time spent travelling is billed at 50%*

The fees are based on the scope of the project, as defined in the Project Scope section of this proposal, and include First 5’s support for leveraging and expanding services. Changes to the project scope, such as the addition of other deliverables to be produced, may result in additional fees. IECC will notify F5SB if we believe that the scope has changed; additional fees cannot be charged unless agreed to by the F5SB.

Specific professional fees and expenses by phase are detailed on the following pages.

TOTAL PROJECT - Combined	<u>IECC Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
Year 1	1923	\$184,176	\$197,993	\$382,169
Year 2	1923	\$184,176	\$129,243	\$313,419
Year 3	1923	\$184,176	\$111,203	\$295,379
Totals		\$552,528	\$438,439	\$990,967

Normal and reasonable expenses incurred by the IECC for this project will be billed in addition to the professional fees. Expenses include grant and digital strategist consultation support for both IECC and FCSP, SEED 2.0, scholarships for 10 agencies to attend THRIVE capacity building conference, mileage, teleconferencing, printing, and other such items that are specifically related to the project, as follows.

YEAR 1 EXPENSE BREAKDOWN - COMBINED

Expense Type	Expense Calculation	Total Cost
Airfare	Estimated 3 total plane flights at an average cost of \$725.00 per trip	\$2,175

Mileage	Estimated 44 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	\$1,888
Lodging	Estimated 3 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$432
Meals	Up to 3 travel days at \$50.00 per day	\$150
Car rental and gas	Estimated 3 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$165
Airport parking	Estimated 3 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$84
Meeting refreshments	Refreshments for attendees at for all convening's, at an average cost of \$300.00 per meeting- \$3,600 SEED Retreat: 3 Lunches, 1 Dinner, 3 Breakfast \$4,290	\$7,890
Meeting Supplies & Material	Supplies for meeting to support the project	\$2,800
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	\$1,500
SEED Retreat Rooms	25 attendees- 15 rooms @ \$214 per night	\$3,210
THRIVE registration		\$2,700
Digital Strategist		\$20,000
Sarah Boxx, Business Strategist		\$50,000
Fiscal Administrator		\$27,000
Grant Developer		\$40,000
SEED 2.0	Three-day SEED 2.0 Revenue generating leadership retreat	\$20,000
Indirect Costs 10%		\$17,999
Total Estimated Expenses - Year 1		\$197,993

YEAR 2 EXPENSE BREAKDOWN - COMBINED

		Total Cost
Airfare	Estimated 3 total plane flights at an average cost of \$725.00 per trip	\$2,175
Mileage	Estimated 44 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	\$1,888
Lodging	Estimated 3 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$432
Meals	Up to 3 travel days at \$50.00 per day	\$150

Car rental and gas	Estimated 3 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$165
Airport parking	Estimated 3 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$84
Meeting refreshments	Provide simple refreshments for attendees at up to 12 meetings, at an average cost of \$300.00 per meeting	\$3,600
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	\$1500
Meeting Supplies & Material	Supplies for meetings to support the project	\$2,800
THRIVE registration		\$2,700
Digital Strategist		\$15,000
Fiscal Administrator		\$27,000
Grant Developer		\$40,000
Sarah Boxx, Business Strategist		\$20,000
Indirect Costs 10%		\$11,749
Total Estimated Expenses - Year 2		\$129,243

YEAR 3 EXPENSE BREAKDOWN

Expense Type	Expense Calculation	Total Cost
Airfare	Estimated 2 total plane flights at an average cost of \$725.00 per trip	\$1450
Mileage	Estimated 44 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	\$1,888
Lodging	Estimated 3 room nights at an average cost of \$144.00 per night, including room taxes and surcharges	\$432
Meals	Up to 3 travel days at \$50.00 per day	\$150
Car rental and gas	Estimated 3 days of car rental at an average cost of \$55.00 per day for rental charges and gas	\$165
Airport parking	Estimated 3 days of airport parking for trips involving plane flights, at an average cost of \$28.00 per day	\$84
Meeting refreshments	Provide simple refreshments for attendees at up to 12.00 meetings, at an average cost of \$300.00 per meeting	\$3,600
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	\$825
THRIVE registration		\$2,700
Meeting Supplies		\$2,800
Fiscal Administrator	Sub-Contractors	\$27,000
Grant Developer	Sub-Contractor	\$40,000

Digital Data Evaluator	Sub-Contractor	\$10,000
Sarah Boxx, Business Strategist	Sub-Contractor	\$10,000
Indirect Cost 10%		\$10,109
Total Estimated Expenses - Year 3		\$111,203



Program Outline Document 2019-2020

AGENCY INFORMATION

Contract #: IC037

Legal Entity: Inland Empire Community Collaborative

Dept./Division: _____

Project Name: Family-Community Support Partnership (FCSP) Cooperative Expansion Project

Address: 3927 La Hacienda Drive
San Bernardino CA 92404

Phone #: 909-693-7642

Website: www.inlandempirecommunitycollaborative.org

Fax #: _____

Program Site Address: 3927 La Hacienda Drive
San Bernardino, CA 92404
Choose an item.

Client Referral Phone # _____

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Susan Gomez

Title: CEO

Address: 3927 La Hacienda Drive
San Bernardino, CA 92404

Direct Phone #: (909) 693-7642

Fax #: _____

E-Mail: Sgomez.iecc@gmail.com

CONTRACT REPRESENTATIVE

Name: Susan Gomez

Title: CEO

Address: 3927 La Hacienda Drive

Direct Phone #: (909) 693-7642

San Bernardino, CA 92404

Fax #: _____

E-Mail: info@ieccnonprofit.org

PROGRAM CONTACT

Name: Megan Meadors

Title: Vice President, IECC

Address: 41820 Garstin Drive
Big Bear Lake, CA 92315

Direct Phone #: (909) 878-2326

Fax #: _____

E-Mail: megmeadors@hotmail.com

FISCAL CONTACT

Name: Ken Willetts **Title:** Fiscal Administrator/Accountant
Address: 3927 La Hacienda Drive **Direct Phone #:** (909) 380-5159
San Bernardino, CA. 92404
E-Mail: trustisamust4me@sbcglobal.net **Fax #:** _____

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ **Title:** _____
Address: _____ **Direct Phone #:** _____
 _____ **Fax #:** _____
E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

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

<input type="checkbox"/> Education

<input type="checkbox"/> Family

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

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

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

<input checked="" type="checkbox"/> Integrated Systems Planning & Implementation
<input type="checkbox"/> Countywide Information Referral Systems
<input checked="" type="checkbox"/> Organizational Capacity Building | <input type="checkbox"/> Health & Safety Education
<input type="checkbox"/> Other: _____

<input type="checkbox"/> Quality Provider Programs
<input type="checkbox"/> Other: _____

<input type="checkbox"/> Other: _____

<input type="checkbox"/> Community Outreach
<input type="checkbox"/> Other: _____ |
|---|---|---|

PROGRAM DESCRIPTION

The Inland Empire Community Collaborative (IECC) is the consultant that will partner on the planning and implementation of F5SB Family Community Support Partnership (FCSP) Cooperative and Expansion Project. IECC will provide strategic consultation and facilitation services to First 5 San Bernardino County, with an emphasis on building the foundation for system sustainability with the following desired outcomes:

SERVICE AREA (LOCATIONS)

County wide

1. Scalable: FCSP is ready for Countywide expansion/support. Leverage First 5 San Bernardino’s significant investment in the FCSP initiative to other funders to bring the model to scale.
2. Notable: Promote Countywide data bank of evidenced based child abuse risk prevention and early intervention.
3. Increase collective amount of resources and funding for cooperative.
4. Build a coalition of sustainable FCSP providers in order to reduce the risk of child abuse in San Bernardino County.

COMMISSION LEVEL OUTCOMES

Strategic Priority Area 1 Children and Families:

- Goal 1.3: (a)** Children are free from abuse and neglect;
- Goal 1.3: (b)** Parents provide developmentally appropriate care; and
- Goal 1.3: (c)** Families are resilient.

Strategic Priority Area 2 Systems and Networks:

- Goal 2.2:** Capacity Building

ASSIGNED ANALYST: Ronnie Robinson

CONTRACT AMOUNT

Fiscal Year	Amount
2019-2020	\$ 382,169
2020-2021	\$ 313,419
2021-2022	\$ 295,379
Total	\$ 990,967



**AGENDA ITEM 5
AUGUST 7, 2019**

Subject	Contract SI031 with Loma Linda University Children’s Hospital for \$631,465 for Fiscal Year 2019-2020.
Recommendations	Approve Contract SI031 with Loma Linda University Children’s Hospital (LLUCH) for Fiscal Year 2019-2020 for \$631,465 to launch the Help Me Grow Inland Empire (HMGIE) initiative with shared financial responsibility with First 5 Riverside. (Presenter: Ronnie Robinson, Section Manager: Systems & Communication, 252-4255)
Financial Impact	\$631,465 for Fiscal Year 2019-2020.
Background Information	<p>Help Me Grow Inland Empire (HMGIE) promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers. The 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.</p> <p>In September 2017, the Commission approved a six-month planning contract with Loma Linda Children’s Hospital (LLUCH) to lead the initial core planning activities for the Help Me Grow initiative.</p> <p>In July 2018, the Commission approved a one-year contract with LLUCH to develop a strategic plan and activities that would address the transition between planning and implementation and strategies to launch the HMGIE initiative.</p> <p>LLUCH has met their initial planning goals. In addition, they have completed development of the HMGIE Strategic Plan and hosted three community summits. LLUCH has also “ramped up” a preliminary recruitment of stakeholders from Riverside and San Bernardino counties to develop a governance for the HMGIE operation.</p> <p>The intent is to develop goals and strategies to help policymakers and other key stakeholders understand the gaps in support and services and to ensure adequate capacity and available programs are cultivated to meet the needs of children and their families in Riverside and San Bernardino counties.</p> <p>LLUCH and community stakeholders from Riverside and San Bernardino counties will work in an advisory role to implement operational activities taken from the HMGIE Strategic Plan as follows:</p> <ul style="list-style-type: none">• LLUCH will implement the HMGIE strategic plan activities with key stakeholders and champions in Riverside and San Bernardino counties as a part of the implementation process of HMGIE with support as needed by an identified consultant.• LLUCH will develop an in-depth financial model that includes a cost allocation and sustainability plan with support as needed by an identified consultant.

- LLUCH will identify and use existing resources and systems in Riverside and San Bernardino counties to support strategies for operations and implementation of the model with support as needed by an identified consultant.

Pending Commission approval, a contract with LLUCH will go into effect to address implementation activities to launch the HMGIE initiative. This effort is a shared fiscal responsibility with First 5 Riverside.

This contract supports SPA 2 of First 5 San Bernardino's Strategic Plan specifically, Goals 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

Kristina Robb, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 2000092	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number SI031
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			Total Contract Amount \$631,465	
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date August 7, 2019	Contract End Date June 30, 2020	Original Amount \$631,465	Amendment Amount
Cost Center 9033009900	GL Account 53003357	Internal Order No. 1000734	Amount \$631,465	
Cost Center	GL Account	Internal Order No.		
Cost Center	GL Account	Internal Order No.	Amount	
Abbreviated Use HMGIE-Implementation LLU Contract No.: 2170210	FY 19-20	Estimated Payment Amount \$631,465	I/D	Total by Fiscal Year FY Amount I/D

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

Legal Name (hereinafter called the Contractor)

Loma Linda University Children's Hospital

Department/Division

Perinatal Institute

Address

11234 Anderson Street

Loma Linda, CA 92354

Phone

909-558-3264

Federal ID No.

33-0565591

Program Address (if different from legal address):

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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- PROJECT BUDGETAttachment B**

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.

Common Indicators: Common Indicators are a shared set of metrics among affiliates that are heavily influenced by local variations in HMG systems and inform local continuous quality improvement and system enhancements.

Connected: Child or family is receiving a service.

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.

Help Me Grow (HMG): Help Me Grow is a system of coordination used nationally to connect children to early screening and community services. The system builds collaboration across sectors, including child health care, early care and education, and family support. Through comprehensive physician and community outreach and centralized information and referral centers, families are linked with needed programs and services.

Help Me Grow Evaluation Advisory Board (HMG-EAB): Shared measurement platform reflects diverse organizations tackling complex issues, targeting slightly different groups and employing different strategies and activities agreed on a set of common and impact indicators that are shared and adequately reflect the important nuances of this work.

HMG Indicators: Enables HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

Impact Indicators: Impact Indicators are a shared set of metrics among affiliates that conversely tell the same story regardless of local context and, in the aggregate, inform the national narrative of HMG.

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.

Not Connected: Child or family is not receiving a service.

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

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

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

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

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

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

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

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

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

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

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

Pending Service: Child or family is enrolled, registered, signed-up, waitlisted or plans to attend a service but it has not yet started. *This is intended for the families who prefer no further follow-up care coordination to determine is connected and receiving a service. If parent is open to an additional call, conduct a follow-up call after the start date to determine if connected rather than closing with pending service outcome.

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 Help Me Grow (HMG) Implementation objectives and goals identified in this Contract, including Attachment A, pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract.
- 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 Attachment A, other project objectives and goals, and 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 Attachment A and the data collection system, the information in the system will take

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precedence and the data 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 Attachment A, and/or other project specific data collection information requested by the Commission, fully captures the intent of the 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 participating under this contract shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

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

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within thirty (30) 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 five (5) working days, 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. 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 if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within thirty (30) days and at reasonable hours of business.

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.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information

specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> are hereby incorporated by this reference.

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

O. Child Abuse Reporting

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to defend and hold harmless the Commission, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability resulting from any negligent act or omission of Contractor, its officers, employees, agents or volunteers while performing its duties under this agreement/contract, including any costs or expenses incurred by Commission, except as prohibited by law.

The Commission agrees to indemnify and hold harmless the Contractor, its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property resulting from any negligent act or omission of the Commission, its officers, employees, agents or volunteers in connection with this agreement/contract.

In the event that the Commission and/or Contractor are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the Commission and/or Contractor shall indemnify the other to the extent of its comparative fault.

2. 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.
3. 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.
4. 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.
5. 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 Commission has the right to view a copy of the Declaration page for all applicable policies and has a right to review the policies and endorsements upon reasonable request at Contractors location.
6. 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".

7. 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.
8. 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.
9. 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.

10. 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.

The insurance requirements/specifications can be met with an authorized/approved program of self-insurance. 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.

- 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) Personal injury

- 2) Contractual liability
- 3) \$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

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney’s Fees and Costs

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to

this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

X. 2-1-1 Registration

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

Y. Ownership Rights

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

Z. Attribution

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

AA. Incongruous Activities

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

BB. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. 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.

▪ Project Reports

Contractor will submit Progress Reports monthly describing the progress on actual achievement of the Help Me Grow Implementaion objective and goals as detailed in (Attachment A) and other data collection information as requested by the Commission. Progress Reports will include narrative information on lessons learned, course corrections and success stories for month. Contractor is required by the Commission to complete and submit monthly Progress Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Progress 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.

- 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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CC. Pro-Children Act of 1994

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

DD. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
 - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

EE. Environmental Requirements

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

IV. COMMISSION RESPONSIBILITIES

- A. Commission shall verify performance results of Contractor according to the Project Scope of Work 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 \$631,465 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2019-20 \$631,465 August 7, 2019 through June 30, 2020

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B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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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 August 7, 2019 and expires June 30, 2020, 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 two (2) additional one (1)-year periods 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. 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: Loma Linda University Children's Hospital
Attn: Research Affairs Financial Management
24887 Taylor Street, Suite 202
Loma Linda, CA 92354

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No

course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

1. Equal Employment Opportunity Program

During the term of the Contract, Contractor shall not unlawfully 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.

2. Civil Rights Compliance

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.

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XI. CONCLUSION

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

LOMA LINDA UNIVERSITY CHILDREN'S
HOSPITAL

Legal Entity

▶ _____
Authorized Signature

Maxwell Ohikhuare, M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Scott Perryman
Printed Name

Administrator
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Kristina Robb Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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Attachment A. Detailed Project Scope of Work

The detailed scope of work that follows includes the tasks, resources and time estimates to complete this important project

Hours and Resources															
Resource	Role	Start Date	End Date	Brett Walls	New Program Manager	Marti Baum	Brandon Daniel	Cassandra Barnett	Shandra Secor	New Case Manager	New CHW	Ajit Marathe	VIVA (%)	First 5's (%)	Notes/Description
				Asst VP Ambulatory	HMGIE Project Manager	Physician Champion	Community Liaison	Administrative Assistant	Communications Liaison	Case Manager	Community Health Worker	IT Project Manager			
Budget FTEs				0.1	0.85	0.2	0.1	0.1	0.1	0.5	0.5	0.5			
1 Initiative Management -- includes leadership and oversight of all components, project management, coordination between partners, implementation of the strategic plan, serve as a neutral facilitator between stakeholders.															
1A	Design Team -- facilitate the design team to implement the priorities identified in the strategic plan with phone/email communication and monthly meetings.	9/1/2019	6/30/2020	0.5	4	1	0	0	0.5	0	0	0	75% (Q1/Q2) 25% (Q3/Q4)	5%	Viva will take a lead role in this activity at the first part of the year and then transition to LLUCH taking the lead on the second part of the year. LLUCH will take the lead on producing the newsletter, with Viva assistance.
1B	Backbone Design -- Provide strategic consultation and facilitation of the sponsoring partners and design team groups to determine the backbone partners and operational structure as a collective impact initiative.	9/1/2019	6/30/2020	0.5	2	1	0.5	0.5	0	0	0	0	50%	10%	LLUCH and Viva work together (50/50) to identify and collaborate with backbone partners to fortify the structure of HMGIE. LLUCH will take the lead on identifying the operational and governance, as well as the use of Collective Impact.
1C	Project Coordination -- Project management support for the successful operation of all component of the initiative to ensure successful coordination and implementation of the strategic priorities. This includes identifying, setting up, and managing a cloud-based, project management system.	9/1/2019	6/30/2020	0.2	2	0.5	0	0	0	0	0	5	0%	10%	LLUCH will provide project management services to do everything related to software development and initial deployment activities. LLUCH will coordinate primary access points for information for all HMGIE partners, including using SharePoint, website, and other tools we'll continue to develop and adjust for each community user group.
2 Communication -- Develop a communication infrastructure, support ongoing communication for the partnership and targeted community stakeholders including communicating the common agenda, facilitating communication between partners, communicating results and developing and implementing a communication strategy															
2A	Communications Infrastructure -- Develop and outreach approach to support pilot roll-out, create a HMG website that builds out the functionality of the microsite, develop key messages and talking points for the Design Team and partners, create collateral that supports communication across target audiences for the Design-Test-Refine Phase, and engage stakeholders to review and refine communication strategies with committee or ad hoc.	9/1/2019	6/30/2020	0.5	4	0.5	0	0	1	0	0	5	50%	5% (Complete Year)	LLUCH will utilize planned resources to develop a pilot program to test the software and develop a pilot program to test the rollout. The LLUCH planned resources will develop a website the supports this activity. LLUCH will utilize Viva resources as a consulting / support position to this activity
3 Partnership Development -- Identify and advance opportunities for systems alignment and integration															

3A	Partner Mapping -- Work with system partners to map the early intervention system to determine how to connect and leverage existing services and resources and untapped opportunities. Continue development and publish partner, community resource, and First 5 funded initiatives systems map.	9/1/2019	6/30/2020	0.25	2	0.25	0.25	0	0	0	0	0	10%	5%	LLUCH will take the lead on ensuring we have continued buy in and support from ECEs and community entities by conducting summits and other forums with the help of VIVA, as deemed necessary by the Design Team. This will occur through continued engagement sessions similar to what has been done in the prior year with each of the committees.
3B	Partnership Model -- Begin to develop a partnership model, including drafting models and MOU agreements. Develop the MOU template for interoperability to communicate across and within platforms.	9/1/2019	6/30/2020	0.25	2	0.25	0.25	0	0	0	0	0	5%	25%	LLUCH will take the lead on this activity and drive this to usable conclusion in tight collaboration with First 5s to ensure appropriateness for our community partners. LLUCH will utilize Viva resources as a consulting / support position to this activity.
4 Community Engagement -- Coordinate and facilitate community stakeholder groups to include Steering Committee, Advisory, and Committees as determined. Develop strategies for engagement.															
4A	Advisory Structure Design & Facilitation -- Facilitate the development of and operate the governance structure, inclusive of the advisory board and community engagement. Develop the structure to support the current development phase. Facilitate up to 2 convenings of the Advisory Board and/or Summits	9/1/2019	6/30/2020	0.25	3	0.25	0	0.5	0	0	0	0	25%	25%	The LLUCH Project Manager will take point on these initiatives with the support of VIVA to facilitate 2 summit community meetings along with the 4 meetings of the leadership/policy group
4B	Family Engagement -- Develop and implement a family engagement and outreach strategy to include working with existing systems partners to identify opportunities to connect with families to learn about their experience accessing early intervention supports, and conduct up to 6 focus groups (English and Spanish) with families focused on the family experience	9/1/2019	6/30/2020	0.05	1	0.2	0.5	0.25	0.25	0	0	0	25%	5%	With VIVA's assistance execute a family engagement and outreach strategy via focus groups. Report findings & resulting opportunities to stakeholders related to accessing early interventions supports.

4C	Call Center Development -- Develop and implement a fully-functional call center capable of accepting 8000 calls per year supporting community families with completing ASQ3s and Social Determinants of Health (SDOH) screening surveys. Help interpret outcomes and direct families to referrals to specialists (based on ASQ3 findings) as well as to community resources (based on SDOH findings). Record information in data system and prepare reporting capabilities for call center progress, as determined by Design Team.	1/1/2020	6/30/2020	0.5	1	0.05	0	0.5	0	20	20	0	0%	0%	LLUCH will develop and manage a comprehensive call center which will accept as many as 8000 calls per year with up to 30-minute consultations per call in efforts of helping community families complete screening, identify need, and connect to resources and referrals.
5 System Design, Test & Launch -- Work with leadership to oversee the design, testing and launch phases of the initiative. Approves and/or facilitates leadership/Design Team to approve pilots															
5A	Model Design Testing -- Support pilot test planning, development and launch by facilitating the Design Team to reach agreement and provide direction but not develop: -The prototype model, based on community input, other systems and the national HMG model. -Criteria for selecting the communities for testing the prototype.	9/1/2019	6/30/2020	0.1	1	0.25	0	0.5	0	0	0	5	5%	25%	LLUCH will communicate with First 5s to develop consensus on a Prototype Plan. As part of the Plan, outline criterion used to select communities and user protocols. Develop evaluation strategies for model refinement and to continually assess rollout readiness. LLUCH will utilize Viva resources as a consulting / support position to this activity.
5B	Model Testing Communications -- Develop communication tools for pilot community participants: Develop HMG branded communication materials to support user testing, to include print materials for providers and parents (brochure, talking points, how-to guides, infographics, etc.), 2 videos showing how providers and families experience and move through the HMG system.	9/1/2019	6/30/2020	0.25	2	0.25	0.25	0.5	1	0	0	5	50%	5%	Design, wordsmith, and print collateral materials including brochure(s), talking points, and provider guides. Collaborate with VIVA to produce 2 videos illustrating how to access/utilize the HMG systems (for both providers and families)
6 Financial Planning & Fund Development -- Develop budget for the design phase and ongoing operational costs. Research and pursue opportunities to support the development of the HMG infrastructure. Provides or secures expertise in specific state and federal requirements and financing options for screening and early intervention services.															
6A	Financing Research -- Conduct and synthesize best practice research to support the financing of the system. To include state and national interviews and data gathering.	9/1/2019	6/30/2020	0.05	1	0.05	0	0.05	0	0	0	0	0%	10%	LLUCH will engage local, regional, state-wide, and national policy makers, public & private entities, philanthropic foundations, and interested others to assess to create standard funding streams for out-years.
6B	HMG Budget -- Work with First 5 staff, and system partner financing and leveraging experts to develop a budget.	9/1/2019	6/30/2020	0.25	1	0.25	0	0.5	0	0	0	0	0%	10%	LLUCH will plot braided funding streams and build line-itemed multi-year budgets with input from F5, system partners, and other interested stakeholders.

6C	Consultation & Facilitations -- Planning and facilitation to support the sponsoring partners and other funding partners to advance financial planning and fund development work. Sponsoring partner, systems & sustainability committee meetings, estimated 3-4 in-person meetings.	9/1/2019	6/30/2020	0.25	3	0.25	0.5	0.45	0.25	0	0	0	50%	10%	LLUCH will author a HMG fund development/sustainability plan to include financing options, prospective revenue streams, and key stakeholders. Plan and facilitate committee meetings in collaboration with VIVA.
7 National and State Research & Representation -- Involvement in initiatives and activities to develop the system and support sustainability. In early stages, prioritizes leveraging experience and learning from other HMG entities to contribute to the development of the HMG IE model in key areas such as operational and governance structure, financing, training, etc.															
7A	Research -- Conduct national and state research scan including web-based and phone interviews. Present to the design team to advance key areas of the model and/or structure.	9/1/2019	6/30/2020	0	1	0.4		0.05	0	0	0	0	0%	10%	LLUCH will conduct environmental scans in both state and national arenas to keep abreast of best practices and new learning in order to evolve and support continuous development of the HMG model. This keeps the HMGIE effort current with the adjacent environments.
7B	Representation -- Promote and share HMG model, evolutions, and future strategies at key state and national meetings/conferences.	9/1/2019	6/30/2020	0	1	1	0.5	0.05	0.5	0	0	0	0%	5%	LLUCH will partner with epresent HMG IE at state and national events that contribute to the development and share the regional model with others. Include attendance at national HMG conference and an estimated 3 state events.
7C	Advocacy & Policy -- Support partners to advocate at the local, state, and national level to support funding and policy changes for early intervention services. Includes identifying barriers and recommendations to support the implementation of HMG and services within the system.	9/1/2019	6/30/2020	0	1	1	0.5	0.05	0.5	0	0	0	0%	25%	Provide content and expert opinion via policy briefs and letters to policy makers with the goal of increasing HMG capacity and replication.
8 Data Collection, Analysis & Reporting -- Coordinates identification of key indicators across partners and leadership, communicates progress for internal use and for external audiences. Collects data and/or oversees work of contracted entity responsible for data collection and/or															
8A	Facilitating Data & Evaluation Approach -- Facilitate the design team to agreement on processes for data collection, and reporting to me HMG national and state requirements as well as local needs. To include agreement on evaluation partnerships with research entities. This presumes the data collection and evaluation is led by other entities, with VIVA integrating conversations within existing design team touch points.	9/1/2019	6/30/2020	0.05	1	0.05	0.25	0.05	0	0	0	0	10%	5%	LLUCH will develop strategy for streamlining data reporting based on First 5 input. Build consensus among Design Team as to processes for report-out, conducting evaluation, collecting data, and partnering with research entities. Collaborate with VIVA to integrate conversations within existing design team touch points.
8B	Community Facing Progress Reports -- Produce a progress report for community stakeholders.	9/1/2019	6/30/2020	0.05	1	0.5	0.5	0.05	0	0	0	0	50%	5%	LLUCH and Viva work together (50/50) to produce, annually, the multimedia impact report demonstrating collective impact, outcomes, and lessons learned.
Total Resource Utilization per Week				4	34	8	4	4	4	20	20	20			
Total Resource Utilization per Year				208	1768	416	208	208	208	1040	1040	1040			
Budget FTEs				0.1	0.85	0.2	0.1	0.1	0.1	0.5	0.5	0.5			
FTE Balancing				0.1	0.85	0.2	0.1	0.1	0.1	0.5	0.5	0.5			



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

ORGANIZATION: LLU Children's Hospital	DIRECTOR: Marti Baum, MD	PROGRAM YEAR: 2019-2020
PROGRAM TITLE: Help Me Grow Inland Empire	PROGRAM DIRECTOR: Brett Walls (acting)	TOTAL BUDGET: 631,465
INITIATIVE:	FINANCE OFFICER: Joe Perry	RFP/CONTRACT #: SI031

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	In Kind	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	K	
	Name:	Position:											
1	To Be Named	Project Manager	0.85	62.50	1768	35%	110,500	38,675	149,175	175,500	85%	Manages the full program of Help Me Grow and overseeing all aspects of the project that include: administration, implementation, request justification, ROI documentation, RFP, selection and contracting, including LLUH-based program management interfaces with Information Systems teams on software development projects. Responsible for budget, personnel, project, and financial audits, reports as required by HMG CA, HMG National, and First 5 San Bernardino/Riverside. Builds plans, leads committee meetings, sets deadlines, monitors and summarizes progress of projects. Develops presentation materials for HMGIE activities across a variety of audiences. Attends and reports out at meetings, as requested by leadership. Manage the relationship with community-based organizations and all stakeholders throughout the Inland Empire, in connection with various leader counterparts. Responsible for seeing that the strategic plan activities are executed. Responsible, along with the support from IT, to lead the launch of several pilots: "Phase 0 Pilot" - Primary goal to test the software development for selected sites to ensure the software is stable and usable as designed. "Phase 1 Pilot" - Collaborate with community partners to select profiles of site participants who will exercise the software as well (ECE, Community Physicians, Call Center) (maybe 2 sites, each category (5 sites total)). "Phase 2 Pilot" - Ensure the processes for education on how to use the toolset are sound, our deployment to participating ECEs makes sense, our communication strategy is appropriate and working (10-20 sites total). The hours reflected are for one full time person.	
2	Brett Walls	Assistant Vice President - Ambulatory Services	0.10	100.00	208	35%	20,800	7,280	28,080	280,800	10%	28,080	Provides the overall leadership, administrative management and direction for outpatient services. Offers administrative oversight for community outreach, grant funded programs within HMG. Collaborates with hospital executives to strategically plan for growth and development, marketing, sustainability and community outreach. 17 hours per month. This position is an in-kind contribution covered by Loma Linda University Children's Hospital. This budget will cover expenses.



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

ORGANIZATION:	LLU Children's Hospital	DIRECTOR:	Marti Baum, MD	PROGRAM YEAR:	2019-2020
PROGRAM TITLE:	Help Me Grow Inland Empire	PROGRAM DIRECTOR:	Brett Walls (acting)	TOTAL BUDGET:	631,465
INITIATIVE:		FINANCE OFFICER:	Joe Perry	RFP/CONTRACT #:	SI031

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	In Kind	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	K
3	Brandon Daniel Community Liaison	0.10	37.46	208	35%	7,792	2,727	10,519	105,188	10%		This position provides support to the HMG project and is actively involved in strategic meetings, design team meetings, and chairs the Community & Family Outreach Committee.
4	Marti Baum Physician (Provider Outreach)	0.20	163.00	416	35%	67,808	23,733	91,541	457,704	20%	\$ 22,885	The physician serves as a the contact and key interface for outreach between new providers that are throughout the San Bernardino County and Riverside County that will be enlisted to screen, use the centralized telephone access point and review data information. The physician will report current service providers in both counties with regards to physicians, physician assistants and nurse practitioners. This physician will work with major insurance providers that provide support services in the county with regards to social determinants, behavioral capacity services, and developmental support services. This position will help guide the team with the algorithmic processes that are used in local CA/other state HMG entities and National HMG. The physician role will help the team early identify inventory gaps in services in targeted geographic low resource areas of both counties in addition to understanding the success in high services areas of the community. In cooperation with the physician lead, we will use a team of physicians to conduct health provider outreach activities.
5	Cassandra Barnett Administrative Assistant	0.10	27.07	208	35%	5,631	1,971	7,601	76,013	10%		Responsibilities include but are not limited to providing departmental clerical support to HMG staff and provider outreach staff. Maintain calendars, records, minutes, correspondence, filing and faxing. Performs other duties as needed.
6	Shandra Secor Communications Liaison	0.10	42.50	208	35%	8,840	3,094	11,934	119,340	10%		Design and collaborate with the HMGIE design team members toward the development of communication collateral, including production and dissemination.
7	To Be Named Case Manager	0.50	48.24	1040	35%	50,170	17,559	67,729	135,458	50%		Answers incoming phone calls and coordinates the ASQ and social determinants of health survey for families. Serves as a resource for families and community providers to link resources of HMGIE and collaborative partners for services for children. This will account for 2 staff members per half year.



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

ORGANIZATION: LLU Children's Hospital	DIRECTOR: Marti Baum, MD	PROGRAM YEAR: 2019-2020
PROGRAM TITLE: Help Me Grow Inland Empire	PROGRAM DIRECTOR: Brett Walls (acting)	TOTAL BUDGET: 631,465
INITIATIVE:	FINANCE OFFICER: Joe Perry	RFP/CONTRACT #: SI031

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	In Kind	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	K
8	To Be Named Community Health Worker	0.50	28.00	1040	35%	29,120	10,192	39,312	78,624	50%		Serves as direct liaison for at-risk families providing coordinated care of resources with community partners. Also provides short term, ongoing connection between families and resources.
9	Ajit Marathe IT Project Manager	0.50	49.46	1040	35%				138,884	0%	\$ 138,884	Project lead for software implementation, works closely with the Project Manager on the pilot launch. Software development mentor for the HMG IE program.
Total Salaries & Benefits						\$ 300,660	\$ 105,231	\$ 405,891	\$ 1,428,626		\$ 189,849	



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

ORGANIZATION: LLU Children's Hospital	DIRECTOR: Marti Baum, MD	PROGRAM YEAR: 2019-2020
PROGRAM TITLE: Help Me Grow Inland Empire	PROGRAM DIRECTOR: Brett Walls (acting)	TOTAL BUDGET: 631,465
INITIATIVE: 0	FINANCE OFFICER: Joe Perry	RFP/CONTRACT #: S1031

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	In Kind	Description/Justification:
1	ADVERTISEMENT	6%	\$ 35,000		Promotional activities to include décor, advertisement of the advisory board meetings, direct mail postcards, design email deployment, and promotion items such as billboard, Facebook campaign, coming soon flyer, pens, tablecloth and any applicable marketing item. Durables will be purchased through LLU- Marketing department. This budget is for 1 year.
2	PRINTING	2%	\$ 10,000		Vereco multifunction copy machine that includes monthly lease/usage (approx. \$200/mo.). Printing materials such as envelopes, brochures, flyers, business cards as well as other materials related to the HMGIE project will be done through Digital production/ LLU printing services or Staples printing services.
3	POSTAGE	1%	\$ 5,000		Mailing any necessary materials to community partner agencies.
4	OFFICE SUPPLIES	0%	\$ 3,000		Office supplies that include: desk supplies, filing supplies, stationary/ mailing supplies, binding supplies, paper product supplies, and computer supplies (ex. USB drives) any applicable office item, etc.



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

ORGANIZATION: LLU Children's Hospital	DIRECTOR: Marti Baum, MD	PROGRAM YEAR: 2019-2020
PROGRAM TITLE: Help Me Grow Inland Empire	PROGRAM DIRECTOR: Brett Walls (acting)	TOTAL BUDGET: 631,465
INITIATIVE: 0	FINANCE OFFICER: Joe Perry	RFP/CONTRACT #: SI031

5	OFFICE EQUIPMENT	2%	\$ 11,194		Monthly Telecommunication services approximately \$17/phone (\$204). Conference phone \$809.75; monthly charge \$15 (\$180) and software programs. Call center license fees per year per seat (\$5000 x2).
6	RENT/LEASE BUILDING	1%	\$ 5,722	\$ 40,057	This cost includes office office space for work areas. \$3814.92 office monthly lease. \$34,334.28 are donated resource from LLU Children's Hospital
7	BUILDING/EQUIPMENT MAINTENANCE	0%	\$ 2,136	\$ 6,408	\$712 monthly common area maintenance for 12 months. \$6408 are donated resource from through LLU Children's Hospital.
8	UTILITIES	0%	\$ 1,116	\$ 3,348	\$372 monthly utilities for 12 months. \$3348 are donated resource are from LLU Children's Hospital.
9	IT SUPPORT	2%	\$ 15,000		Brookes Enterprise licenses
Total Services & Supplies			\$ 88,168	\$ 49,813	

III. Meetings and Presentations

Event(s):	TOTAL F5SB BUDGET	In Kind	Description/Justification:
1 Meetings and Presentations	35,000		Provision and service of food, snacks, refreshments and beverages for meetings, presentations and events in support of the HMGIE project. This line item will cover Summit expenses related to HMG IE meetings.
Total Meeting and Presentations	\$ 35,000	\$ -	

IV. TRAVEL



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

ORGANIZATION: LLU Children's Hospital	DIRECTOR: Marti Baum, MD	PROGRAM YEAR: 2019-2020
PROGRAM TITLE: Help Me Grow Inland Empire	PROGRAM DIRECTOR: Brett Walls (acting)	TOTAL BUDGET: 631,465
INITIATIVE: 0	FINANCE OFFICER: Joe Perry	RFP/CONTRACT #: SI031

	Destination:	Purpose:	TOTAL F5SB BUDGET	In Kind	Description/Justification:
1	State meetings and th	Training and outreach community meetings	45,000		HMG staff will travel throughout the Inland Empire for outreach community meetings, advisory meetings; trainings/conferences; state meetings and meetings with county partners as needed in support of the project; Pilot site selection, monitoring, and support. This amount covers airfare, lodging, meals, car rental and meal expenses for the HMGIE team. This line item covers for travel expenditures required by HMGIE. Mileage reimbursement will be made per IRS guidelines.
	Total Travel		45,000	-	

V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET	In Kind	Description/Justification:
1					
	Total Subcontractors		-	-	

VI. INDIRECT COSTS					
	Percent:				



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

ORGANIZATION: LLU Children's Hospital		DIRECTOR: Marti Baum, MD		PROGRAM YEAR: 2019-2020	
PROGRAM TITLE: Help Me Grow Inland Empire		PROGRAM DIRECTOR: Brett Walls (acting)		TOTAL BUDGET: 631,465	
INITIATIVE: 0		FINANCE OFFICER: Joe Perry		RFP/CONTRACT #: S1031	
					Indirect cost include services from departments including: Hospital Administration, Human Resource, Payroll, Environmental Services, Finance, Computer Information Services. Mail Services, Employee Health Services, Staff Development, General Counsel, Security Department, Compliance operations and Insurance. LLUCH finance department has approved the Indirect Allocation Plan at 10%
	Basis: 10%		57,406		
	Total Indirect Costs		57,406	-	
TOTAL FIRST 5 BUDGET & TOTAL IN KIND			\$ 631,465	\$ 239,662	



Program Outline Document 2019-2020

AGENCY INFORMATION

Contract #: SI031

Legal Entity: Loma Linda University Children's Hospital

Dept./Division: Ambulatory Services

Project Name: Help Me Grow Inland Empire

Address: 11234 Anderson Street, Suite CH 1816
Loma Linda, CA 92354

Phone #: 909-558-7496

Website: www.lluch.org

Fax #: 909-558-0223

Program Site Address: 11234 Anderson Street, Suite CH 1816
Loma Linda, CA 92354

Client Referral Phone # 909-558-7496

No additional sites

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Scott Perryman

Title: Senior Vice President and Administrator

Address: 11234 Anderson Street, Suite CH 1816
Loma Linda, CA 92354

Direct Phone #: 909-558-4747

Fax #: 909-558-0223

E-Mail: sperryman@llu.edu

CONTRACT REPRESENTATIVE

Name: Brett Walls

Title: Assistant Vice President

Address: 11234 Anderson Street, Suite CH 1816
Loma Linda, CA 92354

Direct Phone #: 909-558-7496

Fax #: 909-558-0223

E-Mail: bwalls@llu.edu

PROGRAM CONTACT

Name: Brett Walls

Title: Assistant Vice President

Address: 11234 Anderson Street, Suite CH 1816
Loma Linda, CA 92354

Direct Phone #: 909-558-7496

Fax #: 909-558-0223

E-Mail: bwalls@llu.edu

FISCAL CONTACT

Name: Aleta Savage

Title: Executive Director, Pre & Post Award

Address: 24887 Taylor Street, Suite 202
Loma Linda, CA 92354

Direct Phone #: 909-558-4589

Fax #: 909-558-0199

E-Mail: rapostaward@llu.edu

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____

Title: _____

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

Direct Phone #: _____

Fax #: _____

E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

Educational Institution Describe: Choose an item.

Government Agency Describe: Choose an item.

Private Entity/Institution Describe: Non Profit University Hospital

Community-Based Describe: Choose an item.

FIRST 5 FOCUS AREA

STRATEGY

Health Early Screening and Intervention Health & Safety Education
 Health Care Access Other:
 Oral Health

Education Early Education Programs Quality Provider Programs
 Access to Quality Child Care Other:

Family Parent Education Other:
 Resource Center & Case Management

Systems Integrated Systems Planning & Implementation Community Outreach
 Countywide Information Referral Systems Other:
 Organizational Capacity Building

PROGRAM DESCRIPTION

Loma Linda University Children’s Hospital (LLUCH), with the support of consulting firm VIVA Strategy and Communications, will implement all aspects of the strategic plan for the launch of a fully functional Help Me Grow system in San Bernardino and Riverside Counties. This system will be consistent with the fidelity of the Help Me Grow national model while still meeting local needs. The strategic plan will provide a thoughtful and realistic roadmap on how to approach building this system and will feed implementation activities to launch and growth of the system over time. LLUCH will be responsible for all tasks that are produced by the implementation process which will be supported by VIVA and include input and guidance of an advisory governance which will be designed in collaboration with First 5 San Bernardino and First 5 Riverside, during the implementation process and managed long-term by LLUCH .

SERVICE AREA (LOCATIONS)

Regional-Inland Empire
San Bernardino
Riverside

COMMISSION LEVEL OUTCOMES

SPA 2: Systems and Networking

Goal 2.1: Leadership as a Catalyst, Convener, and Partner

Objective 2.1.a:

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

Objective 2.1.b:

Families, Providers, and Stakeholders collaborate effectively to improve the well-being of the child.

Outcome(s): See Attachment A for outcome activities.

ASSIGNED ANALYST: Ronnie S. Robinson

CONTRACT AMOUNT

Fiscal Year	Amount
2019-2020	\$ <u>631,465</u>
Total	\$ <u>631,465</u>



Agency Name:

Program Name:

Contract #:

Fiscal Year: Choose an item.

NAME OF SITE, SITE ADDRESS, PHONE NUMBER & CONTACT NAME	NUMBER OF PARTICIPANTS SERVED
Name of Site Address City, State Zip Contact Name, Title	
Name of Site Address City, State Zip Contact Name, Title	
Name of Site Address City, State Zip Contact Name, Title	
Name of Site Address City, State Zip Contact Name, Title	
Name of Site Address City, State Zip Contact Name, Title	
Name of Site Address City, State Zip Contact Name, Title	
Name of Site Address City, State Zip Contact Name, Title	
Name of Site Address City, State Zip Contact Name, Title	



**AGENDA ITEM 6
AUGUST 7, 2019**

Subject	Approve Cooperative Agreement No. SA-20-01 with First 5 Riverside for shared fiscal responsibility to fund the Help Me Grow Inland Empire (HMGIE) implementation contract with Loma Linda University Children’s Hospital (LLUCH) for Fiscal Year 2019-2020.
Recommendations	a. Approve Cooperative Agreement No. SA-20-01 with First 5 Riverside and authorize the receipt of up to \$315,733 representing 50% of total contract amount (\$631,465) in reimbursement from First 5 Riverside to share in the expenses for Help Me Grow Inland Empire (HMGIE) implementation with Loma Linda University Children’s Hospital (LLUCH) for Fiscal Year 2019-2020. b. Authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds. (Presenter: Ronnie Robinson, Section Manager: Systems & Communication, 252-4255)
Financial Impact	\$315,733 for Fiscal Year 2019-2020.
Background Information	<p>Help Me Grow Inland Empire (HMGIE) promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level. The 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.</p> <p>In September 2017, First 5 San Bernardino (F5SB) partnered with First 5 Riverside (F5R) to contract with Loma Linda Children’s Hospital (LLUCH) to lead the initial core planning activities for the Help Me Grow initiative.</p> <p>In July 2018, the Commission approved to share the cost with First 5 Riverside for a contract with LLUCH to develop a strategic plan and activities that would address the transition between planning and implementation to launch the HMGIE initiative.</p> <p>LLUCH has met their initial planning goals. In addition, they have completed development of the HMGIE Strategic Plan and hosted three community summits. LLUCH has also “ramped up” a preliminary recruitment of stakeholders from Riverside and San Bernardino counties to develop a governance for the operation of HMGIE.</p> <p>The request for this agreement is to share the cost associated with LLUCH for implementation of the HMGIE strategic plan, develop a financial model for sustainability, and additional policies and procedures that would govern the operation of the system. The governing stakeholders from Riverside and San Bernardino counties will develop these additional activities. This contract will allow LLUCH and community stakeholders to develop implementation activities as follows:</p> <ul style="list-style-type: none">• LLUCH will implement the HMGIE strategic plan activities with key stakeholders and champions in Riverside and San Bernardino counties as a part of the implementation process of HMGIE with support as needed by an identified consultant.• LLUCH will develop an in-depth financial model that includes a cost allocation and sustainability plan with support as needed by an identified consultant.

- LLUCH will identify and use existing resources and systems in Riverside and San Bernardino counties to support strategies for operations and implementation of the model with support as needed by an identified consultant.

Pending Commission approval, continued partnership with LLUCH will go into effect to transition into implementation and strategies to launch the HMGIE Initiative. This effort is a shared fiscal responsibility with First 5 Riverside and First 5 San Bernardino.

This agreement supports SPA 2 of First 5 San Bernardino’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

Kristina Robb, Commission Counsel

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



COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into this day August 7, 2019 (“Effective Date”) in the State of California by and between the Children and Families Commission of San Bernardino County, hereinafter called First 5 San Bernardino, and

Riverside County Children and Families Commission hereinafter called First 5 Riverside

585 Technology Court, Riverside CA., 92507

Address

(951)-715-4500

Phone Number

Tammi Graham

Contractor Representative

Executive Director

Title

956000930

Federal ID No.

tngraham@rivco.org

E-Mail Address

IT IS HEREBY AGREED AS FOLLOWS:

I. BACKGROUND

“Help Me Grow Inland Empire” (HMGIE) is not a direct service program, but rather a dual county systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage in San Bernardino and Riverside county. HMGIE promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level. The 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.

In September 2017, First 5 San Bernardino (F5SB) partnered with First 5 Riverside (F5R) to contract with Loma Linda Children’s Hospital (LLUCH) to lead the initial core planning activities for the Help Me Grow initiative. LLUCH has met their initial planning goals in addition completed development of the HMGIE Strategic Plan and hosted three community summits. LLUCH has also “ramped up” a preliminary recruitment of stakeholders from Riverside and San Bernardino counties to develop a governance for the operation of HMGIE.

The request for this agreement is to share the cost associated with LLUCH to implement HMGIE in San Bernardino and Riverside counties. This agreement includes working to address the activities for the implementation of the HMGIE strategic plan; and to develop a financial model for sustainability and additional policies and procedures that would govern the operation of the system. The governing stakeholders from Riverside and San Bernardino counties will develop these additional activities. This contract will allow LLUCH and community stakeholders to develop implementation activities as follows:

- LLUCH will implement the HMGIE strategic plan activities with key stakeholders and champions in Riverside and San Bernardino counties as a part of the implementation process of HMGIE with support as needed by an identified consultant.
- LLUCH will develop an in-depth financial model that includes a cost allocation and sustainability plan with support as needed by an identified consultant.

- LLUCH will identify and use existing resources and systems in Riverside and San Bernardino counties to support strategies for operations and implementation of the model with support as needed by an identified consultant.

II. PURPOSE

The purpose of this agreement is to continue First 5 San Bernardino's and First 5 Riverside's support of the HMGIE regional system with LLUCH. Considering the fidelity of the HMG National Model, the primary goal is to build and implement the structural requirements. Additional goals are to work with an identified Consultant to implement the HMGIE strategic plan activities inclusive of all HMG system components; to develop a comprehensive HMGIE governance and operational structure; and convene system leaders and HMG finance experts to begin developing a sustainable finance model. The consultant to support this work will be identified and at a later date for Commission approval.

III. FIRST 5 SAN BERNARDINO RESPONSIBILITIES

First 5 San Bernardino shall:

- A. Provide First 5 San Bernardino's share of fifty percent (50%) in an amount of \$315,733 of the agreed upon costs to enter into a contract with Loma Linda University Children's Hospital in the total amount not to exceed \$631,465 for HMGIE implementation of a regional HMG system for fiscal year 2019-2020.

IV. FIRST 5 RIVERSIDE RESPONSIBILITIES

First 5 Riverside shall:

- A. Reimburse First 5 San Bernardino in an amount not to exceed \$315,733 representing First 5 Riverside's fifty percent (50%) shared costs of the expenses associated with the Loma Linda University Children's Hospital contract for the HMGIE implementation of a regional HMG system for fiscal year 2019-2020.

V. FISCAL PROVISIONS

- A. The maximum amount of funds under this Agreement shall not exceed \$315,733 for F5 Riverside's fifty percent (50%) shared costs of the agreement with LLUCH.
- B. Upon obtaining authorized signatures for this Agreement, First 5 San Bernardino will enter into a contract with Loma Linda University Children's Hospital for a contract term of August 7, 2019, through June 30, 2020 to continue building a regional HMGIE system in the total amount of \$631,465.
- C. Prior to the end of this Agreement Term, pursuant to Section IV (A) above, First 5 San Bernardino will invoice First 5 Riverside for fifty percent (50%) of the shared costs of the agreement (not to exceed a cumulative total amount of \$631,465 expended under the contract).

- D. Upon receipt of First 5 San Bernardino's invoice pursuant to Section V (B), First 5 Riverside will reimburse First 5 San Bernardino for a total amount not to exceed \$315,733 within thirty (30) days of the receipt of the invoice. First 5 Riverside's obligation to reimburse First 5 San Bernardino under this Section V shall survive the expiration of this Agreement pursuant to Section VI.

VI. TERM

The term of this Agreement shall commence on the Effective Date August 7, 2019 and shall terminate on June 30, 2020.

VII. GENERAL PROVISIONS

A. Notices

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

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

First 5 Riverside: First 5 Riverside
585 Technology Court
Riverside, CA. 92507

- B. The Parties agree that any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to this Agreement as an amendment.

VIII. DISPUTE RESOLUTION

If any conflicts or disputes arise between the Parties, assigned staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by the Parties that the purpose of such meeting is to come to a resolution that is in the best interest of both Parties.

IX. AGREEMENT:

- A. This Agreement, consisting of four pages, is the full and complete document describing the roles and responsibilities of the Parties, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Agreement affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

CHILDREN AND FAMILIES COMMISSION OF
RIVERSIDE COUNTY

▶

Authorized Signature

Karen E. Scott

Printed Name

Executive Director

Title

Dated

▶

Authorized Signature

Tammi Graham

Printed Name

Executive Director

Title

Dated



AGENDA ITEM 7
August 7, 2019

Subject	Systems Building, Network Support and Community Collaboration
Recommendations	Receive information on systems building, network support and community collaborations within First 5 San Bernardino's Procurement Policy, CFC 04-04 A5. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Financial Impact	None
Background Information	<p>On June 5, 2019, the Commission approved in its budget, \$500,000 for systems building, network support and community collaboration work that ultimately enhances optimal early childhood development. The purpose of these dollars is to allow the Commission, through the Executive Director, the flexibility to lead and respond to informal, collaborative and time-sensitive connections to systems building work occurring throughout the region through a wide sector of community partners and stakeholders.</p> <p>First 5 San Bernardino (F5SB) is currently leading the momentum or is present at the table for many components of existing systems that improve the lives of children ages prenatal – 5. With a systems building focus and within its role of convener and collaborator, the F5SB Commission is committed to supporting strong networks of organizations working together towards a common cause, as well as engaging, informing and strengthening families to advocate on their own behalf, to ensure the well-being of all children and families.</p> <p>Systems building draws on a comprehensive approach to create impact and sustainability. It is important to create these relationships and establish communications between funders and service providers including public/private entities, government services, community-based and non-profit organizations, elected officials and especially our consumer target audience – parents, to inform and guide activities within coordinated systems that best utilize and/or blend public sector resources to benefit communities.</p> <p>The allocation established by the Commission in the Fiscal Year 2019-2020 budget supports a practice of identifying opportunities and taking action that promotes systems building, network support and community collaborations as aligned with the F5SB Strategic Plan and as outlined in the Prop 10 mandates that Commissions are to create and implement an integrated, comprehensive, and collaborative system of information and services.</p> <p>In Procurement Policy 04-04 A5, under <i>Guideline No. 8 – Selected</i>, “non-competitive procurements” clearly defines the methods by which systems-building and collaborative work occurs and presents itself such as unsolicited, selected, collaborative and continuing. The F5SB Procurement Policy already allows the flexibility needed to move the work forward and to be able to respond to networking and collaboration within the region. For the Commission’s other work and formal strategies, the competitive process outlined in the current Procurement Policy remains the method that will be utilized through Request for Proposals, Request for Applications, 3 bids, etc., for the procurement of goods, direct services and</p>


programs.

F5SB staff will provide a report to the Commission at the end of the fiscal year describing the effectiveness and efficiencies on supporting this leadership and intentional focus on systems building, network support and community collaboration.

Review

Kristina Robb, Commission Counsel

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

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	Effective	09-02-2015
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	Approved: <hr/> Linda Haugan, Chair	
PROCUREMENT POLICY		

PURPOSE The purpose is to set forth policies regarding contracting and procurement procedures in accordance with State law.

POLICY GUIDELINES It is the policy of First 5 San Bernardino to use resources in the most effective and efficient manner possible to create benefit for the residents of San Bernardino County, focusing on children prenatal through age 5. This shall be accomplished by obtaining the best value when procuring goods and services, while concurrently upholding the public trust in an open and honest environment and maintaining an equitable balance of opportunity, fairness, and impartiality.

It is also the policy of First 5 San Bernardino to comply with State law in all matters regarding Commission contracting and procurement to the extent applicable to the Commission. Without limiting the foregoing, First 5 San Bernardino will comply with all requirements of the following with respect to all contracting and procurement activities, to the extent applicable to the Commission:

- a) Children and Families Act of 1998 (Health and Safety Code Section 130100 *et seq.*), as amended from time to time;
- b) Public Contract Code (California Public Contract Code);
- c) Prevailing wage laws (Labor Code Section 1770 *et seq.*);
- d) California Environmental Quality Act (Public Resources Code Section 20041 *et seq.*) and the implementing guidelines promulgated by the State Office of Planning & Research in Title 14 California Code of Regulations Section 15000, *et seq.* (together, “CEQA”); and
- e) Relocation Assistance Act (Government Code Section 7260, *et seq.*, and the implementing regulations promulgated by the California Department of Housing and Community Development in Title 25, California Code of Regulations Section 6000, *et seq.*).

Moreover, with respect to all contracting and procurement decisions, all California laws regarding constitutional and other rights of persons and applicable nondiscrimination laws and constitutional and other limitations or finding of certain religious or other organizations shall be complied with, to the extent applicable, to the Commission or any specific contracting or procurement matter.

Any previously adopted policies that are inconsistent with the policy set forth herein shall be ineffective and of no further force and effect to the extent of any inconsistency herewith.

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**POLICY
GUIDELINES,
CONT'D**

Procurements are designed to result in agreements that *acquire* goods and services and *expend* funds in accordance with an approved budget. The primary intent of procuring is to capitalize limited resources for the optimal benefit for children of San Bernardino County.

When carrying out a procurement, especially for program services and systems support, the following three questions should be asked:

- What gain to residents will result from this investment?
- What are the chances the intended gain will be realized?
- Is this investment the best use of the money given all other possible opportunities?

The value added to the program or system by the good or service being procured must clearly be identifiable. Determining not to purchase always remains a valid option.

The following shall be adhered to when conducting procurements:

1. As the Contracting Authority, only the Commission and its designees have the authority to approve a contract or an agreement, unless otherwise directed by the Commission or provided for by law.
2. No person shall make, participate in making or use one's position to influence an action or a decision relating to a procurement in which there is a personal interest. If there is a conflict of interest or the potential for the perception of such, the individual must immediately disclose this to an appropriate representative of the Commission.

A personal interest may include a financial interest, family or personal relationship, or any circumstance or activity that would influence or appear to influence one's action, cause a breach of confidence in the procurement process or in any way detrimentally impact First 5 San Bernardino.
3. If State or Federal law mandates the procurement of services in a certain manner, then the law will govern the acquisition.

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**GUIDELINES,
CONT'D**

4. Contracts governed by California Government Code section 4525 *et seq.* (contracts for professional services for architectural, landscape architectural, engineering, environmental, land surveying and construction project management services) are subject to a formal selection, negotiations and approval process. Funds will not support capital projects for the purchase, construction or renovation of any land or facilities. Funds may be used for tenant improvements.

5. Procurements must be in compliance with, and supportive to, efforts outlined in the Strategic Plan and the budget allocation as approved by the Commission.

The Commission has sole authority to approve release for procurement, including but not limited to a Request for Applications (RFA), a Request for Proposals (RFP) or Request for Qualifications (RFQ).

6. The preferred method for procurement of goods and services and systems support is through a competitive process.

The following methods may be used to conduct a competitive procurement:

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| Venture | Focuses on the return based on outcomes, the probability of achieving the desired returns, and the advantage over alternate use of the funds. Direct discussions and technical assistance may be provided to agencies. This method, may be used in similar instances as the non-competitive Selected and Collaborative procurements, but would require a specifically designed Request for Applications (RFA), rendering it a competitive process. |
| Formal | Solicits proposals, through a Request for Proposals (RFP), in which the proposing agencies respond to a scope of work to fulfill the requirements. Proposals are evaluated by an impartial team and, if recommended, serve as the basis for contract negotiations. Requirements of an RFP coordinate with the Strategic Plan to address; gaps in services and unmet or high needs as identified by the Commission. |
| Bid | Solicits firm, fixed prices from a company or entity in response to detailed specifications. This method is used primarily for the acquisition of goods rather than services. |
| Solicitation | Used primarily for acquisition of goods and services of lower costs, usually not exceeding \$25,000. A Solicitation is less formal than a Venture, Formal or Bid procurement and contains fewer specifications, terms and conditions. A Solicitation can also be conducted in person, by telephone, via facsimile, electronically or in writing. |
| Researched | Staff conducts a thorough analysis and comparison of the goods or services offered by various qualified entities in order to determine the best selection. Procurement is usually limited to items for which a "catalog" or "market" price has been established and that are available to the general public in the course of ordinary trade. |

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**GUIDELINES,
CONT'D**

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| Shared | Uses a procurement conducted by another governmental entity as the basis for selection. May be a mutually developed procurement, conducted independently by an agency in the course of normal operations, or based on its area of responsibility, expertise or legal authority. |
|--------|---|
7. Competitive procurements using the Bid or Solicitation method must solicit at least three appropriate entities and, if item being procured is over \$500, result in at least three responses. A confirmation from a solicited entity indicating a “no bid” shall be considered a response.
- Due to the nature of the “Researched Procurement”, a minimum number of solicitations or responses are not required; however, at least three entities must be identified and evaluated in the research.
8. Non-competitive procurements may be used to maintain flexibility pursuant to the conditions set forth below.
- The following are non-competitive procurements:**
- | | |
|-----------------|---|
| Unsolicited | Initiated by a written proposal for a time-sensitive or innovative idea that is submitted by an agency and is not in response to an actively funded or pending procurement by First 5 San Bernardino. Such proposals can be considered only if they clearly align with the objectives of the Commission’s Strategic Plan, and clearly define and can deliver on an unmet need which the Commission seeks to support as a priority. Acceptance of and consideration of unsolicited proposals shall be subject to the discretion of the Executive Director. |
| Selected | Used when there are special conditions justifying the direct selection of an entity. Rationale for selection may include unique special qualifications of key individuals, clearly identifiable successful experiences on similar projects or, although not a sole source, extremely limited number of potential providers. May also be justified in certain cases where the cost of the item to be procured would not warrant a competitive procurement or when insufficient time is available. This method may occur to support “place-based” initiatives or solicitation by the Commission of services or systems support via a collaborative-like venture to meet a prioritized need or fill a gap in services deemed critical for a specific community, population or organization or to leverage funding or assets to meet requirements for applications for Federal, State, local, i.e., foundation grant opportunities. |
| Collaborative | Develops as a result of coordination with other entities in the formation of joint programs. A negotiated procurement such as this can be especially beneficial when the other agencies involved commit resources to achieve a mutual goal. Memorandum of Understanding or other contractual agreement will be developed to establish roles and outcomes expected from the collaborative. |

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Continuing Used when there has been an ongoing, successful relationship with an entity providing the same or similar goods or services. Cost comparison should be conducted on a scheduled basis to verify reasonableness.

Sole Source Is for the rare cases where only one entity can provide the required goods or service after an adequate search has been made. For services, justification must explain why this particular method is the only acceptable possibility. To the extent possible, the fair market value of the item being procured should be identified.

9. Procurement must include outreach and advertising to provide information to potential suppliers of the goods or services, especially those located within the County, to the greatest extent possible and practical. The level of the outreach may correspond to the method and allocation of the procurement.
10. Procurement of items with a total cost of less than \$500 will be conducted competitively only when possible, practical and cost effective as with the Researched procurement.
11. Based on the procurement method and on the results of the selection process, recommendations to enter into contract negotiations may be submitted to the Commission for approval.
The rationale for the procurement process used will be included in the agenda item when the recommendations or agreements from the procurement are submitted to the Commission for approval.
12. The Commission shall be provided with periodic updates on planned or ongoing procurements and any recommended agreement to procure goods and service over \$25,000 shall be submitted for approval.
13. Conducting any procurement does not commit the Commission to award a contract. The Commission also reserves the right to accept or reject any or all bids or proposals received during the procurement process if the Commission determines it is in the best interest of First 5 San Bernardino to do so.

**EMERGENCY
GUIDELINES**

During an emergency, as defined in CFC SB Policy 02-03 A4 – Contracting Authority Policy, this Procurement Policy is temporarily suspended and the emergency authority in the Contracting Authority Policy shall govern.